

Terms and Conditions

ARCHImedline GmbH
Leberstrasse 20/2
1110 Wien
Österreich

ARCHImedline GmbH

Status: August 2025

1. Scope of application

- 1.1. These general terms and conditions (hereinafter referred to as "GTC") of ARCHImedline GmbH (hereinafter referred to as 'we' or "us") in the version valid at the time of the order apply to all contractual agreements concluded between us and commercial customers (entrepreneurs).
- 1.2. Amendments and additions to the GTC as well as verbal agreements that deviate from the content of these GTC shall only become effective with our written confirmation. We expressly object to any general terms and conditions of business or purchase of the customer. General terms and conditions submitted by the customer that deviate from these GTC shall not be valid unless their validity has been expressly agreed to in writing.
- 1.3. Amendments to these General Terms and Conditions shall only become part of the contract with the express consent of the customer.
- 1.4. The terms and conditions are available in printable PDF format on our website at www.archimedline.com.

2. Contract language

- 2.1. The contract language is German. All other information and transactions are provided in German.

3. Applicable law, place of jurisdiction, and place of performance

- 3.1. The contractual basis shall be as follows, in the order listed: (i) written individual agreements/offers, (ii) specifications including performance/product data sheets, IFU (Instructions for Use), safety data sheets (SDS), (iii) these GTC, (iv) supplementary Austrian law and European legal requirements.
- 3.2. Austrian substantive law applies, excluding the UN Convention on Contracts for the International Sale of Goods and the referral provisions of the IPRG (International Private Law Act).
- 3.3. The exclusive jurisdiction of the competent court in Vienna is agreed.
- 3.4. The place of performance is the registered office of our company.

4. Conclusion of contract

- 4.1. All of our offers are invitations to the customer to submit an offer. Our offers are subject to change. The customer's order constitutes an offer to conclude a contract. The contract is concluded

when we accept your order by sending an order confirmation or when we ship the ordered goods.

4.2. Information about the goods we offer that is provided in catalogs, price lists, brochures, advertisements at trade fair stands, circulars, advertising mailings, or other media (information material) and that is not attributable to us is non-binding unless it has been expressly declared in writing to be part of the contract.

5. Prices, shipping costs, due date, and default

5.1. The prices quoted are in EURO (€) and are net prices excluding statutory sales tax. Sales tax will be charged additionally at the applicable statutory rate, if applicable. Packaging, transport, loading, and shipping costs will be charged additionally and will be shown separately before the contract is concluded.

5.2. The purchase price is due for payment upon conclusion of the contract. Any cash discount deduction requires a separate written agreement.

5.3. In the event of late payment, commercial default interest shall be charged at the statutory rate (§ 456 UGB).

5.4. In the event of default, we are entitled to charge a reminder fee of €40.00 per reminder.

5.5. In the event of return debits caused by fault, the fees charged to us by the banks will be passed on.

5.6. Offsetting against our claims is only permissible with undisputed or legally established counterclaims.

5.7. The withholding of payments due to warranty claims is not permitted.

6. Delivery/Provision of Services

6.1. Delivery shall be made within 30 days of conclusion of the contract, unless another delivery date has been expressly agreed.

6.2. Unless otherwise agreed, we shall deliver to the delivery address specified in the order.

6.3. The goods shall be packaged in a manner customary in the trade in accordance with their nature.

6.4. If delivery cannot be made for reasons for which the customer is responsible, in particular in the event of non-acceptance despite proper notification or incorrect address details, we shall be entitled to withdraw from the contract after setting a grace period without success. In this case, the costs of the unsuccessful delivery shall be borne by the customer, provided that he is responsible for the impossibility of delivery.

6.5. The customer must immediately report any visible transport damage to the delivery service and to us. A breach of this obligation has no effect on the consumer's statutory warranty rights.

6.6. In the case of orders comprising multiple items, we are entitled to make partial deliveries within

the agreed delivery period, provided this is reasonable for the customer. This will not result in additional shipping costs for the customer.

7. Transfer of risk

7.1. The risk of accidental loss and accidental deterioration of the goods shall pass to the first carrier upon handover, regardless of who bears the shipping costs or whether the shipment is made from the place of performance. This shall also apply to partial deliveries.

8. Retention of title

8.1. The delivered goods remain our property until the purchase price and all additional fees have been paid in full.

8.2. The customer must treat the goods with care until they have been paid for in full. Pledging or transfer by way of security is not permitted. If third parties seize the goods subject to retention of title, the customer must point out our ownership and notify us immediately.

8.3. Resale is only permitted with our prior written consent. Upon consent, the purchase price claim shall be deemed assigned to us.

8.4. In the event of default in payment, we shall be entitled to take back the goods subject to retention of title after setting a grace period of 14 days in writing without success.

9. Warranty

9.1. The customer must inspect the goods immediately upon receipt. Obvious defects must be reported in writing within 14 days of delivery, hidden defects within 14 days of discovery, with a detailed description of the defect. If the entrepreneur fails to report this, the goods shall be deemed to have been approved. § 377 UGB (Austrian Commercial Code) applies mutatis mutandis..

9.2. Consumables used to perform the analyses are excluded from the warranty.

9.3. The product characteristics owed are those that can be expected by the contractual partner with regard to the approval regulations, operating instructions, and other product-related instructions and information (in particular also inspection and maintenance), taking into account the contractual partner's knowledge and experience.

9.4. The goods must be used or consumed by the best-before date. Any warranty beyond the best-before date is expressly excluded.

10. Manufacturer's warranty

10.1. If a manufacturer has made a voluntary commitment that the goods will function properly for a certain period of time (manufacturer's warranty), the manufacturer's warranties in this regard shall apply. The terms and conditions and restrictions of the respective manufacturer's warranties can be

found in the respective warranty provisions.

11. Liability

11.1. The goods may only be used in accordance with their intended purpose as specified on the label/IFU. Any other or improper use is prohibited. Liability for property damage is limited to intent and gross negligence and to a maximum of the fair market value of the purchased goods. In particular, we are not liable for any loss of earnings. Furthermore, we are only liable for typical and foreseeable damages, i.e., those that could reasonably have been expected to occur at the time the contract was concluded based on the circumstances known at that time. Claims arising from (defective) consequential damage and from damage for which the customer can obtain insurance cover or which is controllable by the customer, from other indirect damage and losses or loss of profit, and in general from mere financial loss, in particular from defective, omitted, or delayed performance, are expressly excluded. The above limitations of liability do not apply to personal injury..

11.2. The provisions of the Product Liability Act shall remain unaffected in the event that we are also the manufacturer of the goods sold.

11.3. The goods provide measured values/analysis results; clinical evaluation, medical interpretation, and the ordering of follow-up measures are the sole responsibility of the customer and are beyond our responsibility.

11.4. If the customer processes or modifies the goods without permission, all liability shall be void.

12. Safety information, intended use, IVDR compliance

12.1. The goods purchased from us must be handled and operated in accordance with the operating instructions; any handling or operation of the goods that contravenes the operating instructions is the sole responsibility of the customer.

12.2. The customer warrants that it will use the goods exclusively in accordance with their intended use and applicable standards, guidelines, and good laboratory practice.

12.3. The customer guarantees that storage, transport, installation, calibration, maintenance, and quality control are carried out in accordance with the IFU and laboratory quality management (e.g., ISO 15189/ISO 17025). Temperature and transport specifications (cold chain) must be observed.

12.4. The customer undertakes to comply with all relevant provisions of Regulation (EU) 2017/746 (IVDR) and other national implementing provisions. The customer shall be liable for all damages, expenses, and official measures resulting from a breach of these obligations and shall indemnify us against any third-party claims in this regard.

13. Export control

13.1. The customer undertakes to comply with the relevant export and sanctions regulations.

13.2. Resale of the goods in countries subject to embargo restrictions is not permitted without our written consent.

14. Traceability and reporting requirements

14.1. The customer undertakes to clearly label, document, and store all delivered products upon receipt in such a way that traceability within the meaning of EU Regulation 2017/746 (IVDR) is guaranteed at all times.

14.2. Upon request, the customer must immediately provide information about the whereabouts of the delivered goods and about downstream distribution partners or end users.

14.3. The customer undertakes to inform the seller immediately and in writing if it becomes aware of serious incidents in connection with the delivered products, recalls, safety corrective measures, or official complaints in its country, or if there are reasonable grounds for suspecting a malfunction or quality deviation. In such cases, the customer shall provide us with all available data, samples, and documentation, immediately follow our instructions on how to proceed (including recall measures), and support us in fulfilling our regulatory reporting obligations.

14.4. The customer undertakes to retain all records relating to the storage, transfer, and use of the delivered goods for at least 10 years and to allow the seller to inspect them upon request. This obligation shall continue to apply even after the business relationship has ended..

15. Return and disposal of samples and materials

15.1. The customer is responsible for complying with the relevant local environmental and waste disposal regulations. When handling sample material, consumables, reagents, and their residues, the customer is obliged to comply with all relevant environmental, waste, and hazardous substance regulations.

15.2. We do not accept returns of used or contaminated products unless this is required by law or has been expressly agreed in writing (e.g., in the case of recalls).

16. Protection of plans and documents

16.1. We reserve the copyright to all plans, sketches, notes, product sheets, calculations, and other technical documents created by us. Upon conclusion of the contract and full payment, the customer shall receive a non-exclusive license to use the documents for the specific contractual purpose in accordance with their intended use.

16.2. The documents provided by us may not be reproduced or made available to third parties without our express written consent.

16.3. The license to use the work covers only one-time use for the agreed contractual purpose. Any use beyond this, in particular commercial disclosure to third parties or use for other projects, requires

our prior written consent and additional remuneration.

17. Final provisions

17.1. Force majeure or other unforeseen obstacles within our sphere of influence release us from compliance with the agreed obligations. Force majeure includes, in particular, operational and traffic disruptions, pandemics and epidemics, improper performance by subcontractors, transport interruptions, or production stoppages; for the duration of the aforementioned impediment, we are released from our obligation to perform without any claims for price reductions or other compensation arising.

17.2. Any changes and additional provisions, as well as additions or exceptions, must be made in writing. Verbal information or written commitments made by employees or other vicarious agents are not binding and have no legal effect.

17.3. The customer must notify us immediately of any changes to their business address as long as the contract has not been fully fulfilled by both parties. If the customer fails to do so, declarations shall be deemed to have been received even if they are sent to the last address known to us.

17.4. The invalidity or partial invalidity of any provision of these General Terms and Conditions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by an economically equivalent or similar, but permissible provision.