

General Terms and Conditions for Services

For domestic contracts, the German version of the General Terms and Conditions for Services shall prevail in the event of divergence between the German and English text. For contracts of a cross-border nature, the English-language version shall take precedence.

1. General Provisions

1.1. The following General Terms and Conditions for Services (hereinafter referred to as „Service Terms“) apply to all orders involving the provision of services (hereinafter referred to as „Services“), such as repairs, maintenance, installation and operational qualifications, training, adjustments, and calibrations on laboratory equipment (hereinafter referred to as „Equipment“) by Eppendorf Vertrieb Deutschland GmbH or its affiliated companies pursuant to § 15 AktG (collectively hereinafter referred to as „Eppendorf“) to its customers (hereinafter referred to as „Customers“). The Service Terms apply only to companies within the meaning of Section 310 (1) BGB.s.

1.2. The Service Terms apply to all Services within the entire business relationship (including future business in ongoing business relationships), but only to those outside any warranty and/or guarantee from Eppendorf. In addition to these Service Terms, Eppendorf’s General Terms and Conditions of Sales and Delivery (available at <https://corporate.eppendorf.com/en/legal-notice-privacy-policy/terms-conditions/>). In the event of contradictions or differing provisions, these Service Terms take precedence over the General Terms and Conditions of Sale and Delivery. The Service Terms also apply if Eppendorf performs the Services for the Customer unconditionally with knowledge of conflicting or supplementary terms and conditions of the Customer. General terms and conditions of the Customer that contradict or supplement these Service Terms will only become part of the contract if Eppendorf has expressly agreed to their validity in writing.

1.3. Any reference in the Service Terms to a provision of a law is to be interpreted as a reference to that provision in its currently valid version, reinstatement, or extension at the relevant time.

1.4. These GTCs only apply to a party who is either a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his/her or its trade, business or profession. However, these GTCs do not apply to contracts that are concluded in our online shop.

2. Conclusion of the Service Contract (Service Order)

2.1. A service contract can be entered either by placing an order through the Service Portal, the eShop, or by the Customer placing an order referencing an offer from Eppendorf in accordance with the following provisions.

2.2. The service offers in the Service Portal and the eShop do not yet constitute an offer from Eppendorf to conclude a service contract. Rather, they are a non-binding invitation to place an order with Eppendorf through the Service Portal or the eShop. 2.3. Information provided by Eppendorf via email or telephone in connection with the conclusion of a service contract is non-binding unless explicitly stated otherwise by Eppendorf.

2.4. A binding offer to enter into a service contract consists of sending a written offer from Eppendorf to the Customer (particularly in the form of a cost estimate for repairs), with the sending of the offer by Eppendorf via email being sufficient. The Customer’s written order referencing Eppendorf’s offer constitutes the acceptance of the offer, with the sending of the Customer’s order via email being sufficient.

2.5. By ordering a service in the eShop, the Customer submits a binding offer to Eppendorf to conclude a service contract. If a service is listed as „price on request“ in the eShop, Eppendorf will first create an offer through the eShop, which the Customer can then confirm; the Customer’s confirmation constitutes the submission of an order to Eppendorf.

2.6. Upon receipt of the order through the eShop, the Customer will receive an automatically generated email (order receipt confirmation), which merely confirms the receipt of the order by Eppendorf. This order receipt confirmation does not yet constitute acceptance of the Customer’s order. A service contract through the eShop is only entered when Eppendorf explicitly declares acceptance of the order via email (order confirmation).

2.7. The dispatch of the affected device for evaluation or provision of a service is only permitted if Eppendorf has previously confirmed this in writing (e.g., via email) and the device is clean and decontaminated. If the Customer sends a device, it is done at their own risk and expense. Packages sent to Eppendorf without prepaid postage will not be accepted. The Customer is obligated to pack the goods appropriately for transport. Small accessories (e.g., pipette tips) must be separately packed when sent. Eppendorf assumes no liability for the loss of small accessories that are not separately packed, even after acceptance of the goods. Eppendorf assumes no liability for damages (including loss) that occur during transport to Eppendorf. If the Customer sends a device without Eppendorf’s written consent, Eppendorf assumes no liability for damages (including loss) that occur before the service contract is concluded. If sending the affected device for the provision of services is not possible or practical, the Customer should contact Eppendorf in advance to coordinate further action.

2.8. Eppendorf does not provide repair services for Equipment for which spare parts are not available. Eppendorf will inform the Customer accordingly.

2.9. Equipment and/or components affected by a design change or a modifying intervention as defined in section 10.3 may be excluded from maintenance.

3. Review of Work Effort and Cost Estimates

3.1. If Eppendorf prepares a cost estimate, the transmission of the cost estimate constitutes an offer to the Customer to enter into the service contract. Unless otherwise indicated in the cost estimate, the repair offer included in the cost estimate expires one (1) month after it is sent to the Customer (hereinafter referred to as the „Acceptance Period“), provided that the Customer does not accept the repair order based on the cost estimate. If the Customer does not wish to proceed with the repair based on the cost estimate, the Customer has the alternative option, before the expiration of the Acceptance Period, to instruct Eppendorf to dispose of the submitted device or to request Eppendorf to contact them to coordinate further actions. If there is no response to the cost estimate within the Acceptance Period, Eppendorf reserves the right to return the device to the Customer in its assembled, unrepaired condition at the Customer's expense (see section 7). The repair offer from Eppendorf expires before the end of the Acceptance Period if the Customer accepts an alternative offer from Eppendorf to purchase a replacement device and dispose of the defective device.

3.2. If it becomes apparent after entering into the service contract that the agreed scope of services cannot be provided without significantly exceeding the amount specified in the cost estimate, Eppendorf will inform the Customer immediately about the expected overrun of the cost estimate. A significant overrun is generally assumed if the amount specified in the cost estimate is exceeded by more than 10% (ten percent). In the event of a significant overrun, the Customer is entitled to terminate the service contract. In the event of termination by the Customer, Eppendorf is entitled to demand from the Customer a portion of the remuneration corresponding to the work performed and reimbursement of expenses not included in the remuneration.

3.3. The preparation of a cost estimate by Eppendorf is subject to a fee. Eppendorf is entitled to charge a fee equivalent to the current rate of up to two working hours of a qualified service technician plus any applicable sales tax.

4. Prices and Payment Terms

4.1. Shipment and transport shall be at the risk of the customer. The risk of accidental loss and accidental deterioration shall pass to the customer as soon as the consignment has been handed over to the carrier, whereby in the case of cross-border deliveries the start of the loading process shall be decisive. This shall also apply if Eppendorf insures the transport or sets up or installs the goods at the customer's premises on the basis of individual agreements. However, insofar as acceptance has been agreed, the risk shall only pass to the customer upon acceptance.

4.2. Eppendorf shall take out transport insurance at the request of the customer, to be notified at the time of the order, and at the customer's expense. Eppendorf shall be entitled to name itself as beneficiary. When selecting the transport insurer, Eppendorf shall only be liable for its own customary care.

4.3. The Customer is obliged to provide Eppendorf with all necessary information (e.g. VAT Identification number) for issuing legal compliant invoices well in advance before the supply of goods or services and in case of changes/amendment to inform the Seller immediately.

4.4. If Eppendorf issues an invoice without VAT and it subsequently transpires that the conditions for a non-taxable supply or tax exempt supply of services are not met, the price increases by the statutory VAT at the applicable rate. In such cases, Eppendorf is entitled to demand or reclaim the VAT from the Customer by issuing an invoice with a separate VAT statement according to §§ 14, 14a UStG.

4.5. The Customer will withhold income taxes as applicable on the amounts payable to Eppendorf if required by law, except to the extent Eppendorf submits a certificate of exemption or reduction from withholding tax. The Customer are obliged to ask Eppendorf whether they are in the possession of such certificate of exemption form / reduction from withholding tax before withholding any tax, i.e. before payment.

4.6. If and to the extent the Customer has withheld any tax, the Customer shall remit the withholding taxes to the tax authorities as required by law and enable Eppendorf to claim a withholding tax credit or refund by providing immediately an appropriate withholding tax certificate. If Eppendorf is unable to claim credit or refund due to a delay in providing such certificate by the Customer or due to deficiencies in such certificate, then the Customer shall reimburse the previously withheld taxes to Eppendorf. The Customer is obliged to take any actions and measures which help – within the boundaries of the law – to reduce or eliminate the withholding tax burden.

4.7. Unless otherwise agreed, payment must be made within thirty (30) days from the invoice date without any deduction.

4.8. In the event of late payment, Eppendorf is entitled to charge statutory default interest at a rate of nine (9) percentage points above the current base interest rate. The assertion of further damages is not excluded.

4.9. The right to offset counterclaims and/or withhold payments is only available to the Customer to the extent that their counterclaims are undisputed or have been legally established.

5. Execution of the Service Contract

5.1. Unless otherwise agreed between the parties, a service contract refers to the scope of services specified by Eppendorf in the offer. Services not explicitly mentioned therein, which are performed at the Customer's request, will be charged additionally.

5.2. If the Customer and Eppendorf agree on billing the services based on time and materials, in addition to labor costs, the consumables, spare parts, and accessories required for the provision of the services will also be charged.

5.3. Components replaced during a repair will be properly disposed of by Eppendorf on behalf of the Customer. The disposal costs can be charged to the Customer.

5.4. If the provision of the agreed services by Eppendorf is delayed due to actions or omissions by the Customer or their employees, representatives, or contractors, Eppendorf is entitled to charge the Customer for the additional effort incurred at Eppendorf's current hourly rate.

5.5. If the commissioned services cannot be provided at the agreed time or cannot be fully provided for reasons within the Customer's responsibility, Eppendorf is entitled to claim compensation for the resulting costs (e.g., travel expenses). If the work cannot be started or continued even after a reasonable grace period set by Eppendorf has expired, Eppendorf is entitled to withdraw from the respective contract. In this case, Eppendorf's right to claim damages remains unaffected.

5.6. Eppendorf reserves the right to use suitable third parties to perform the services. Eppendorf's liability to the Customer is not affected by the involvement of third parties.

5.7. Eppendorf is subject to binding regulatory requirements for certain services (e.g., calibrations according to specific ISO standards). If certified procedures are affected, conflicting instructions from the Customer may be refused.

6. Provision of Services at the Customer's Facilities

6.1. The Customer can cancel services to be performed at the Customer's facilities free of charge if Eppendorf is informed in writing (e.g., via email) three (3) months (hereinafter referred to as the „Cancellation Period“) before the agreed date. If the Customer cancels services or parts thereof after the Cancellation Period, which were to be performed at the Customer's facilities as agreed, the Customer bears the costs incurred by Eppendorf due to the cancellation.

6.2. Unless otherwise agreed in individual cases, travel costs will be charged separately.

6.3. The Customer must support Eppendorf's service personnel during the provision of services and, in particular, ensure that:

- i. free access to the affected Equipment for Eppendorf's service personnel is provided;
- ii. the Equipment is ready for service, meaning it is clean, decontaminated, and not in use (except in cases of mandatory continued operation);
- iii. Eppendorf's service personnel are adequately informed about potential on-site hazards and sufficient personal protective Equipment is provided; and
- iv. a contact person is designated who is authorized to make and receive binding declarations on behalf of the Customer.

6.4. Any delays in the provision of services by Eppendorf caused by the Customer will be charged to the Customer at the current hourly rate for services.

7. Return of Unrepaired Equipment

If the Customer does not place a repair order, an order for the disposal of the Equipment (possibly in connection with the purchase of a replacement Equipment, see section 3.1), or any other instruction within the offer period (see section 3.1) after the preparation of a cost estimate, Eppendorf reserves the right to return the Equipment to the Customer in the condition it was in at the time of receipt by Eppendorf, i.e., assembled but unrepaired, at the Customer's expense and risk. The Equipment will be restored to the condition it was in at the time of receipt by Eppendorf by reassembling the parts that were disassembled for the diagnosis and preparation of the cost estimate. In this case, Eppendorf does not guarantee the functionality and safety of the assembled, unrepaired Equipment and explicitly advises against further use of the Equipment. For the labor involved in reassembling the unrepaired Equipment, Eppendorf may charge a reasonable compensation equivalent to the current rate of up to three working hours of a qualified service technician plus VAT, in addition to the fee for the cost estimate (see section 3.3), as well as a shipping fee.

8. Return of Repaired or Maintained Equipment

8.1. After the completion of the respective service, the return of the Equipment repaired or maintained by Eppendorf is carried out by shipping to the Customer at the delivery address specified in the order. The shipping of Equipment to the Customer within Germany or abroad (subject to the provisions in section 8.4) is carried out to the Customer's location (CPT Incoterms® 2020). Any additional costs for an expedited shipping method requested by the Customer (e.g., air freight) or special packaging, as well as the costs for shipping the delivery to a location other than the Customer's location, are borne by the Customer.

8.2. At the Customer's request, which must be communicated at the time of order, and at the Customer's expense, Eppendorf will take out transport insurance. Eppendorf is entitled to name itself as the beneficiary. In selecting the transport insurer, Eppendorf is only liable for ordinary care.

8.3. If the dispatch by Eppendorf is delayed due to reasons caused by the Customer, the risk of accidental deterioration and accidental loss passes to the Customer upon notification of readiness for dispatch.

8.4. Cross-border deliveries require a separate agreement to ensure compliance with the security regulations of the respective countries. The export/transfer of goods from Germany may be subject to German, EU, and/or US export control/export regulations. The Customer is solely responsible for obtaining the necessary permits. The Customer guarantees that all Equipment handed over to Eppendorf is not subject to any embargo or sanction regulations and is not used for military purposes

9. Acceptance

9.1. A work performance shall be deemed accepted if Eppendorf has set a reasonable deadline for acceptance by the Customer and the Customer has not refused acceptance within this period, stating at least one defect that is not insignificant and actually exists - or at least appears likely from an objective point of view

9.2. Unless Eppendorf has expressly set a different deadline for acceptance upon the return of a device, the acceptance of the work performance provided must take place immediately, but no later than within one (1) week of the receipt of the return by the Customer. In the event of a return to the Customer, Eppendorf waives the requirement for the Customer's declaration of acceptance to be received.

10. Warranty

10.1. The Customer must notify Eppendorf of any defect in a provided service without undue delay and must give Eppendorf the opportunity to remedy the defect through subsequent performance within a reasonable period. If the Customer remedies this defect itself or has it remedied by a third party without prior approval from Eppendorf, Eppendorf shall be released from liability for this defect and any consequential defects resulting therefrom.

10.2. The Customer's claims for defects arising from performed services - including claims for defects for replacement parts installed as part of the services - are governed by statutory provisions. The warranty period for defective service performances, including replacement parts installed as part of the services, is 12 months from acceptance. The warranty period does not restart upon subsequent performance. A statement by Eppendorf regarding a defect claim asserted by the Customer is not to be considered as entering into negotiations about the claim or the circumstances justifying the claim, provided the defect claim is fully rejected by Eppendorf.

10.3. Excluded from any liability for defects are normal and device-typical wear and tear, as well as functional impairments caused by improper use. Improper use particularly includes application errors, i.e., using a device contrary to the operating instructions provided by Eppendorf.

10.4. Design changes or modifications of any kind (e.g., use of non-original or equivalent components, uploading of third-party software) as well as any kind of device manipulation (e.g., repair by unauthorized or insufficiently qualified persons) carried out by the Customer after the completion of services provided by Eppendorf may also lead to the loss of claims for defects. This also applies if the Customer has not implemented software updates recommended by Eppendorf. If Eppendorf provides services on such a device and, at the Customer's request, leaves third-party components in the device, Eppendorf is released from liability for any damaging or risk-increasing effects of third-party components or improper modifications, provided Eppendorf has pointed this out before further execution and accepted the order.

11. Liability

11.1. Eppendorf is liable for damages due to the breach of contractual or non-contractual obligations in accordance with statutory provisions only:

- i. for damages resulting from an intentional or grossly negligent breach of duty by Eppendorf;
- ii. for damages arising from injury to life, body, or health;
- iii. due to the assumption of a quality or durability guarantee;
- iv. for damages arising from the breach of a material contractual obligation; or
- v. due to mandatory statutory liability, particularly under the Product Liability Act.

11.2. A contractual obligation within the meaning of clause 11.1 iv. is material if it is an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the Customer regularly relies and may rely. The compensation for the breach of a material contractual obligation is limited to the foreseeable damage typical for the contract at the time of its conclusion.

11.3. Any further liability for damages beyond what is provided for in this clause 11 is excluded, regardless of the legal nature of the asserted claim. This particularly applies to claims for damages due to culpa in contrahendo, other breaches of duty, or tort claims for compensation for property damage pursuant to § 823 BGB.

11.4. The limitations of liability arising from this clause 11 also apply insofar as the Customer demands compensation for futile expenses instead of a claim for damages in lieu of performance.

11.5. To the extent that Eppendorf's liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of Eppendorf's employees, representatives, and vicarious agents.

11.6. The preceding provisions do not involve a shift in the burden of proof to the disadvantage of the Customer.

12. Force Majeure

12.1. Eppendorf is not liable for impossibility or delay insofar as these are due to force majeure or any other event that was not foreseeable at the time of the conclusion of the contract and for which Eppendorf is not responsible.

12.2. Force majeure particularly includes operational disruptions of all kinds, war, insurrection, terrorism, natural disasters, epidemics and pandemics, general shortages of raw materials, and restrictions on energy consumption.

12.3. Such an event also includes incorrect or delayed delivery to Eppendorf by its suppliers, provided Eppendorf is not responsible for this and Eppendorf had concluded a congruent hedging transaction with the respective supplier at the time of the conclusion of the contract with the Customer. This also applies if Eppendorf concludes the hedging transaction immediately after the conclusion of the contract with the Customer.

12.4. If Eppendorf becomes aware of an event as defined in clauses 12.2 or 12.3, Eppendorf will inform the Customer without undue delay. Delivery periods are automatically extended/postponed by the duration of the event, plus a reasonable start-up period. If such events make it substantially more difficult or impossible for Eppendorf to provide the service and the event is not merely of temporary duration, Eppendorf is entitled to withdraw from the contract. The Customer has no claims for damages in this respect.

13. Miscellaneous

13.1. Assignments and other transfers of the Customer's rights and obligations outside the scope of § 354a HGB (assignability of monetary claims) are excluded without the consent of Eppendorf.

13.2. Should any provision of these service conditions and the further agreements made between Eppendorf and the Customer be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provisions, another valid and enforceable provision shall apply, which Eppendorf and the Customer would have agreed upon in view of the purpose and intent of their contractual relationship if they had considered the invalidity or unenforceability of the respective provision at the time of the conclusion of the contract, and which corresponds to their intentions in view of the purpose and intent of their contractual relationship. The same applies in the case of a contractual gap.

13.3. Changes to contractual provisions between Eppendorf and the Customer as well as the waiver of rights under these provisions require written form, unless a stricter form requirement applies. This also applies to a waiver of this written form clause.

13.4. The law of the Federal Republic of Germany applies.

13.5. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Hamburg, Germany. Mandatory statutory jurisdictions remain unaffected.

Status as of Januar 2025

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