

**STANDARD TERMS AND CONDITIONS FOR THE  
SUPPLY OF GOODS AND SERVICES TO  
CENTOGENE GMBH ("CENTOGENE")**

**1. Scope**

- 1.1. The following terms and conditions shall apply to all contracts for the delivery of goods and the provision of works and services to CENTOGENE ("DELIVERIES"). Any amendment or deviation shall require written confirmation by CENTOGENE to be valid.
12. Contrary and/or supplementary terms of the supplier of goods or the provider of works and services ("SUPPLIER") shall only apply if CENTOGENE has explicitly accepted them in writing. Standard terms of business of the SUPPLIER shall only apply if they are consistent with the terms and conditions of CENTOGENE or if CENTOGENE has agreed to them in writing. The unconditional acceptance of DELIVERIES and payments in the knowledge of deviating or conflicting terms and conditions of a general nature shall not be deemed to constitute agreement within the meaning of this provision.
13. Should special contractual conditions (framework agreement, master agreement, etc.) contain provisions deviating from these Standard Terms and Conditions for the Supply of Goods and Services, these shall take precedence.

**2. Conclusion of contract**

21. Orders for goods or services placed by CENTOGENE shall be confirmed by the SUPPLIER without delay, but at the latest within two (2) working days after receipt in text form, otherwise CENTOGENE shall not be bound by them.
22. Any deviations from the order shall require separate agreement by CENTOGENE to be valid.
23. Orders for goods or services shall only be binding for CENTOGENE if they have been placed electronically or in text form by authorized employees. Verbal or telephone agreements or collateral agreements

shall only become legally binding when confirmed in text form.

24. Orders for goods or services shall be deemed to have been accepted by the SUPPLIER after submission of an offer (regardless of whether public or inter partes) if the SUPPLIER does not object within 5 (five) working days. There is no entitlement to the placing of orders.

**3. Delivery times**

31. The delivery times stated in orders for goods or services for DELIVERIES are agreed with binding force, unless otherwise stipulated by separate agreement or the SUPPLIER has expressly objected to them in text form within 2 (two) working days. Failure to comply with these delivery times constitutes a serious breach of contract by the SUPPLIER. The deadline for compliance with the delivery time is receipt of the goods or their successful acceptance, insofar as the latter is required.
32. If the SUPPLIER recognizes that a delay cannot be ruled out, CENTOGENE shall be notified immediately in text form. Throughout the entire delivery process chain, the SUPPLIER must ensure that information on each stage of completion or delivery status can be provided at any time. The SUPPLIER is obliged to inform CENTOGENE without delay if products or individual components contained therein are discontinued by any of its suppliers. For a period of at least 3 (three) months, the SUPPLIER shall ensure that all DELIVERIES can continue to be delivered/performed.
33. The statutory provisions shall apply to CENTOGENE's claims in the event of default. The unconditional acceptance of a delayed DELIVERY shall not be deemed a waiver of any claims.

**4. Right of rescission**

In the case of orders for goods or services with a delivery or performance period of more than three (3) months,

CENTOGENE shall be entitled to withdraw from the contract up to two (2) months before the delivery or performance date against payment of a reasonable cancellation fee, which shall be negotiated in good faith and shall not exceed 10% of the net order value.

## 5. Prices

51. The prices stated in the order are fixed prices. If the contract is based on a cost estimate from the SUPPLIER, this shall be binding. Changes must be agreed in writing in each case.
52. If no prices are stated in an order, the SUPPLIER shall state the prices, including any discount rates, in the order acknowledgment. They shall be deemed to have been accepted by CENTOGENE if CENTOGENE does not object within ten (10) working days.
53. All DELIVERIES shall be delivered duty paid (DDP in accordance with ICC Incoterms 2020), including unloading at the delivery or service address specified by CENTOGENE. Packaging costs shall only be borne if and insofar as this has been expressly agreed in writing; in this case, the packaging costs shall be shown separately in the invoice. The SUPPLIER is obliged to take back all packaging, carriage paid; packaging invoiced by the SUPPLIER is to be credited to CENTOGENE in this case.

## 6. Deliveries

61. Partial and advance deliveries are only permissible with the consent of CENTOGENE, which may not be refused in bad faith.
62. In the event of force majeure, CENTOGENE shall be released from its obligations under the contract for its duration and to the extent of its effect, insofar as CENTOGENE cannot remedy such disruptions by reasonable means. The SUPPLIER shall store the DELIVERY properly at its own expense and risk until acceptance by CENTOGENE.
63. Goods are received Monday to Friday from 8.00 am to 3.30 pm and, if necessary, by special

arrangement in text form. Each consignment must be accompanied by a delivery note, which must contain details of the nature and scope of the goods or service as well as the date and order number ("EB-...") of CENTOGENE.

## 7. Acceptance and notices of defects, warranty

71. CENTOGENE is entitled and obliged, within the scope of clause 10.4., to carry out random checks to verify that the DELIVERY is in conformity with the contract. The SUPPLIER guarantees the agreed condition, workmanship, type, quality, quantity and the expressly warranted characteristics of the contractual performance in accordance with the statutory provisions.
72. In the case of delivery of goods with installation or assembly, delivery of non-fungible items which the SUPPLIER has newly manufactured or produced, and performance of work and services, acceptance is required. Risk shall pass to CENTOGENE upon acceptance.
73. CENTOGENE may give notice of apparent defects within a reasonable period of time, insofar as this is feasible in the ordinary course of business. This deadline is met with a notification of defect, in the case of services subject to acceptance, until acceptance and otherwise within two (2) weeks after DELIVERY. For hidden defects, notification within two (2) weeks after their discovery is within the time limit.
74. If the SUPPLIER fails to comply with the requested replacement delivery or rectification within the set period, CENTOGENE is entitled to carry out the rectification or replacement delivery itself in a manner it deems suitable, at the expense of the SUPPLIER, or to assign it to third parties.

## 8. Payment

81. Invoices shall be submitted to CENTOGENE with all associated documents and data in proper form after delivery has been made. In particular, CENTOGENE's order number (EB-...), the company name

and address or the name and address of the SUPPLIER must be given in the invoice. Incorrectly or incompletely submitted invoices shall only be deemed to have been received by CENTOGENE when they have been corrected.

82. Order numbers are automatically generated as part of the CENTOGENE purchasing process. The orders for goods or services are sent in text form to the SUPPLIER in order to confirm the latter's conditions/offer in this respect. Invoices (including the corresponding documents) must be sent electronically (PDF format) as individual files to the following address: [invoices@centogene.com](mailto:invoices@centogene.com). Paper invoices are no longer accepted. Payments can only be made to SUPPLIERS who have submitted electronically a PDF invoice with the valid order number and all other officially required information.
83. Unless otherwise agreed in writing, payments shall be made by bank transfer and within 14 (fourteen) days with a 2% (two percent) discount or within 30 (thirty) days without discount.
84. The payment period shall commence as soon as (a) the DELIVERY has been performed in accordance with the contract, (b) the correctly issued invoice has been received and (c) where applicable, CENTOGENE has declared the acceptance required under clause 7.2. The invoice must show the VAT identification number of the SUPPLIER.
85. In the event of default, CENTOGENE is entitled to prove that the SUPPLIER has incurred lesser loss or damage than the statutory default interest rate. In the absence of such proof, CENTOGENE shall be obliged to pay default interest in the amount of three (3) percentage points above the applicable base interest rate pursuant to section 247 I of the German Civil Code (BGB).
86. A set-off by the SUPPLIER against its own claims is limited to counterclaims which have been finally established in law, are undisputed or have been recognized by CENTOGENE.

## **9. Transferability**

Rights and obligations arising from the contractual relationship, in particular claims against CENTOGENE, may only be transferred to third parties with CENTOGENE's prior written consent. The SUPPLIER shall inform CENTOGENE without delay in advance if assignment of the claim arising against CENTOGENE is necessary due to an extended retention of title by any upstream suppliers.

## **10. Defective delivery**

- 10.1. The SUPPLIER shall deliver all goods free of material defects and defects of title, and shall provide all services free of material defects and defects of title. The SUPPLIER shall be liable for defects of title irrespective of whether it is at fault in the occurrence of the defect. In all other respects, the statutory provisions shall apply to CENTOGENE's claims arising from defective DELIVERIES and to the limitation period for these claims.
- 10.2. All requirements notified to the SUPPLIER by CENTOGENE in respect of DELIVERIES shall be deemed to have been contractually agreed.
- 10.3. A DELIVERY shall be deemed defective as a whole if the samples taken from the goods of the DELIVERY show defects.
- 10.4. CENTOGENE shall inspect samples of delivered goods for apparent defects. Apparent defects are present if a visual inspection reveals obvious shortages or obvious damage to the outer packaging. All other defects are deemed hidden defects. CENTOGENE shall inform the SUPPLIER in text form of any apparent defects within fourteen (14) working days of receipt of the goods. Within the aforementioned period, CENTOGENE has the right to reject, in whole or in part, any delivery containing defective goods and all goods from the same batch or from related batches. Payments or acceptance of goods by CENTOGENE or a company commissioned by CENTOGENE

shall not constitute recognition that the goods are free of defects.

105. Notwithstanding any other claims arising from applicable law, CENTOGENE shall have the right to reject a batch of goods containing defective products or product parts. If a batch of goods contains defective products or parts of products, the SUPPLIER shall, at the discretion of CENTOGENE, either (i) replace the batch of goods containing defective products (or, at the request of CENTOGENE, parts of the batch) as soon as possible, but no later than five (5) days after notification of the defect by CENTOGENE or a CENTOGENE company, with goods free of defects (subsequent performance) at the expense of the SUPPLIER or (ii) credit the account of CENTOGENE with an amount corresponding to the purchase price of the batch of goods containing defective products. In the case of reagents for laboratory use, this period is reduced from five to two (2) days. For the avoidance of doubt, the exercise of CENTOGENE's rights under this clause shall not prevent CENTOGENE from asserting other claims to which it is entitled.
106. In the event of a replacement delivery or rectification of defects, the warranty period for the replaced parts shall begin anew.
107. The type of subsequent performance chosen by CENTOGENE may only be refused by the SUPPLIER on the grounds of disproportionate cost if the cost of the chosen subsequent performance is more than double the original price of the defective goods.
108. CENTOGENE may remedy defects itself, or have them remedied, at the SUPPLIER's expense without setting a deadline if delivery is made after default has occurred and CENTOGENE has a considerable interest in immediate rectification.

#### **11. Transfer of title**

Until the agreed purchase price has been paid in full, the DELIVERY shall remain the property of the SUPPLIER, who shall permit the further processing and resale of the DELIVERY by CENTOGENE in the normal course of business. In the event of further processing (combining, mixing and processing), CENTOGENE shall grant the SUPPLIER a co-ownership share in the new item in proportion to its value; in the event of resale of the DELIVERY or the new item prior to it being paid for in full, CENTOGENE shall hereby assign to the SUPPLIER the claim resulting from the resale up to the amount of the purchase price claim.

#### **12. Design protection and secrecy**

121. Drawings, samples, formulae, tools and other documents and items provided, delivered, or paid for by CENTOGENE or invoiced to CENTOGENE for the purpose of submitting an offer or executing a contract shall remain the property of CENTOGENE, may neither be reproduced nor used for purposes not related to the contract and shall be returned to CENTOGENE without being requested to do so after rejection of the offer or execution of the contract. The SUPPLIER shall hold them in safekeeping, keep them free from encumbrances by third parties and insure them at its own expense for their replacement value. In the event of loss or diminution in value, with the exception of normal wear and tear, the SUPPLIER shall pay compensation.
122. If the SUPPLIER receives information from CENTOGENE which CENTOGENE designates as confidential or of a sensitive nature, the SUPPLIER is obliged to treat this information as strictly confidential and to not disclose it to third parties nor use it for non-contractual purposes without the prior written consent of CENTOGENE, and to obligate its employees accordingly. This obligation shall continue to apply beyond the end of the contract.

#### **13. Industrial Property Rights & Copyrights ("PROPRIETARY RIGHTS")**

131. The SUPPLIER guarantees that the DELIVERY or its use does not infringe the PROPRIETARY RIGHTS of third parties in Germany or abroad and indemnifies CENTOGENE against all claims asserted against CENTOGENE in this respect. In the event of a breach of PROPRIETARY RIGHTS, CENTOGENE shall be entitled to claims for damages and all statutory and contractual claims; this shall also apply to parts of the DELIVERY which the SUPPLIER has obtained from third parties.

132. In the event of licenses or sub-licenses being granted, the SUPPLIER is obliged to ensure that CENTOGENE is permitted to use the product in all countries in which corresponding PROPRIETARY RIGHTS exist.

133. Insofar as the SUPPLIER has PROPRIETARY RIGHTS in relation to the DELIVERIES, the SUPPLIER shall grant CENTOGENE a worldwide right of use in this respect without additional remuneration.

134. PROPRIETARY RIGHTS to products or processes developed by the SUPPLIER on behalf of CENTOGENE shall be exclusively vested in CENTOGENE. Upon DELIVERY, all samples, drawings, formulae, tools, and software, including source code and the like, shall be handed over to CENTOGENE. Insofar as PROPRIETARY RIGHTS arise in the area of the SUPPLIER, the latter undertakes to transfer these to CENTOGENE upon DELIVERY.

#### **14. Provision of goods**

141. To the extent agreed, CENTOGENE shall provide the SUPPLIER with goods which it requires for the DELIVERY ("PROVIDED GOODS").

142. The SUPPLIER is obliged to store the PROVIDED GOODS separately and to mark them as the property of CENTOGENE and to provide evidence of the respective consumption upon request.

143. Without special permission, PROVIDED GOODS may only be used for DELIVERIES ordered by CENTOGENE, and CENTOGENE shall be deemed to be the manufacturer and thus the owner of the new

product. If two or more such manufacturer clauses coincide, CENTOGENE is a co-manufacturer and thus co-owner of the new product in proportion to the value of its PROVIDED GOODS in relation to the total value of the processed goods.

144. Surplus PROVIDED GOODS must be returned by the SUPPLIER without being requested to do so, or can be collected by CENTOGENE at any time.

#### **15. Supply of spare parts**

The SUPPLIER undertakes to continue supplying spare parts for DELIVERIES for at last ten (10) years after delivery.

#### **16. Liability**

161. The SUPPLIER shall be liable to CENTOGENE in accordance with the statutory provisions.

162. If a claim is made against CENTOGENE on the grounds of producer or environmental liability or on the grounds of violation of official or other safety regulations or standards, the SUPPLIER shall indemnify CENTOGENE against such claims to the extent that the DELIVERIES were the cause thereof.

163. The SUPPLIER is also obliged to reimburse CENTOGENE for any expenses pursuant to sections 683, 670 of the German Civil Code (BGB) incurred by CENTOGENE as a result of a recall action carried out due to defects in a DELIVERY. CENTOGENE shall inform the SUPPLIER about the content and scope of planned recall measures as far as possible and reasonable and give the SUPPLIER the opportunity to comment.

164. In the case of dangerous goods, such as acids, the SUPPLIER shall inform CENTOGENE in writing of the dangers emanating from these goods, in particular regarding what they must not be used for or with which other goods they must not be combined or mixed.

**17. Product liability insurance**

At the request of CENTOGENE, the SUPPLIER shall provide evidence that it has taken out a product liability insurance policy with sufficient coverage. In the absence of sufficient product liability insurance, CENTOGENE has the right to withdraw from the contract.

**18. Monitoring obligation**

The SUPPLIER shall continuously monitor goods or services it has delivered. Should defects be discovered at the SUPPLIER's own premises or at the premises of third parties, the SUPPLIER shall immediately notify CENTOGENE of this in writing.

**19. Compliance with regulations, quality assurance**

191. The SUPPLIER is obliged to observe all applicable laws, directives, regulations, notices and orders of official and quasi-official bodies as well as the currently applicable CE, CE IVD, DIN, EN and ISO standards applicable to the respective DELIVERIES in the performance of the contract. In particular, the SUPPLIER is obliged to comply with all applicable export control laws and advise CENTOGENE of any such foreign and domestic export control laws which are to be complied with by CENTOGENE in relation to goods into which CENTOGENE incorporates DELIVERIES.

192. The SUPPLIER shall inform CENTOGENE without undue delay as soon as it becomes aware of any defect in regard to DELIVERIES or of any breach concerning the previous clause. Furthermore, the SUPPLIER shall immediately inform CENTOGENE of any serious safety, health and/or environmental problems relating to the DELIVERIES.

193. At the request of CENTOGENE, the SUPPLIER shall provide, free of charge, all reasonable assistance (including documentation) in the fulfillment of regulatory obligations by CENTOGENE, in particular in connection with

the certifications DIN EN ISO 15189, DIN EN ISO 17020 and DIN EN ISO 17025 for CENTOGENE or partner laboratories.

194. In the event of recalls or safety measures, the SUPPLIER shall inform CENTOGENE without undue delay.

195. The SUPPLIER of medical devices undertakes to report complaints and reportable incidents (within the meaning of the Medical Devices User Reporting and Information Ordinance - MPAMIV or, for in-vitro diagnostics, transitionally within the meaning of the Medical Devices Safety Plan Ordinance in the version applicable up to and including 25 May 2021) to CENTOGENE.

**20. Supplier declaration**

The SUPPLIER undertakes to provide CENTOGENE, upon request and free of charge, with supplier's declarations for goods with or without preferential origin status and certificates of origin in accordance with the respective definition applied by the customs authorities and to submit supporting documents for its declarations to the customs authorities upon request.

**21. Most-favored-nation clause**

By accepting an order from CENTOGENE, the SUPPLIER guarantees that the terms and conditions granted to CENTOGENE for goods and services are at least equivalent to those granted by the SUPPLIER to other customers for the same or similar goods or services in the same or lesser quantity. The SUPPLIER will keep CENTOGENE informed of any price reductions. In the event of a reduction of any price for goods or services by the SUPPLIER, CENTOGENE shall be entitled to a corresponding reduction of the price for all outstanding DELIVERIES.

**22. Inducements**

The SUPPLIER guarantees that it has not made, nor will make in the future, any inducements to any employee, agent or representative of CENTOGENE with a view to securing a business transaction with CENTOGENE or

influencing such persons in relation to the terms or performance of this purchase order or any other contract with CENTOGENE.

### **23. Data protection**

231. The SUPPLIER agrees that CENTOGENE may store and process personal data of the SUPPLIER to the extent necessary for the fulfillment and processing of an order. CENTOGENE shall comply with the General Data Protection Regulation (GDPR) and the relevant data protection laws/regulations.

232. The SUPPLIER shall likewise observe the data protection regulations and other relevant protective regulations. Insofar as it processes personal data on behalf of CENTOGENE, the SUPPLIER shall ensure that it submits an agreement within the meaning of section 28 of the GDPR, including its technical and organizational measures, to CENTOGENE for review and countersignature. The SUPPLIER shall comply with the obligations imposed on a processor under the GDPR and shall cooperate with CENTOGENE and take all necessary measures to enable CENTOGENE to comply with its obligations under the data protection laws and shall not perform its obligations under the terms of the order in such a way as to cause CENTOGENE to be in breach of its obligations under the data protection laws.

233. The SUPPLIER shall commit its employees in writing to data secrecy in accordance with the GDPR and provide evidence of this upon request.

### **24. General provisions**

241. The place of performance is the delivery or performance address specified by CENTOGENE.

242. The exclusive place of jurisdiction is Berlin. CENTOGENE shall, however, be free to sue the SUPPLIER at the registered office of the SUPPLIER's headquarters.

243. The law of the Federal Republic of Germany shall apply to the exclusion of German private international law. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

244. If any provision of these Terms and Conditions or any part of a provision is or becomes invalid, the remaining provisions or the remaining part of the provision shall remain valid.

As at: January 2022

The right to make changes is reserved