

## General Terms and Conditions (GTC) for the Supply of Specimens

### 1. Scope of application, contractual partner & deviating GTC of Customer

The legal relationship regarding a Supply of Specimens entered between Gubener Plastinate GmbH (hereinafter “GUPLA”) and its customers shall be exclusively governed by these General Terms & Conditions (“GTC”), as well as any terms made in a specific written offer made by GUPLA. Any deviating general terms and conditions of the Customer shall only apply if these are explicitly confirmed in writing by GUPLA. GUPLA provides specimens to business customers only. A Business Customer is any natural person or legal entity or an incorporated partnership who / which acts in the performance of commercial activity when entering a legal transaction.

### 2. Sales restrictions for Plastinates of human origin

GUPLA supplies Plastinates of human origin which are subject to sales restrictions. GUPLA provides these only to “Qualified Users”. Qualified users are defined as institutions or individuals who use specimens exclusively for research and educational purposes or for medical, diagnostic and therapeutic education. Qualified users include universities, hospitals, schools and museums or individuals such as medical scientists, professors, lecturers and others who work on medical and educational research projects. For any order that includes Plastinates which are subject to sales restrictions, Qualified Users must first confirm this through a written declaration. Customers are not able to order Plastinates subject to sales restrictions until their identification as Qualified User has been verified by GUPLA. GUPLA only charges for the preservation or plastination of the specimens, not the specimens themselves. Our plastination service to the medical and scientific community would not be possible without the bequests of our body donors, both living and deceased. We are proud of the trust they placed in us and the commitment to partner with us to advance medical knowledge.

### 3. Conclusion of the contract

The contract is concluded when GUPLA GmbH receives the Customer’s written order confirmation referring to its customer-specific offer.

### 4. Payment terms

The following payment options are available:

- Advance payment via bank transfer
- Advance payment via Credit Card for shipments below \$5000
- Advance payment via check for deposit only
- Letter of credit

The invoice is issued in US DOLLARS (\$) in the USA and Euro (€) for Canada and the Caribbean, unless otherwise agreed. In case of advance payment, a payment of 50% of the purchase price is due upon receipt of the order confirmation and 50% of the purchase price is due Net 30 on each delivery associated with the order. The bank details will be sent to the customer with the order confirmation or with the invoice in the event of payment on invoice. The order number on the order confirmation must be included when making payment.

### 5. Cancellation Policy

Orders containing Bespoke / Special Dissections will forfeit the entire 50% Deposit related to the Total Purchase Order Specimen Value.

Orders containing Standard Dissections may be cancelled by the Customer within 3 months of the Purchase Order date and before a delivery has been made.

Standard Specimen cancellations made within 3 months will receive 30% of the Total Purchase Order Specimen Value back.

Standard Specimen cancellations made after 3 months will forfeit the entire 50% Deposit related to the Total Purchase Order Specimen Value.

## **6. Prices and delivery charges**

The total price of the order must be paid without deductions. For cross-border deliveries, additional taxes (e.g., in the case of intra-Community acquisition) and / or charges (e.g., Customers' duties) may in individual cases be incurred, which are to be paid by the Customer. The Customer must comply with the relevant national regulations in this respect. Taxes and other charges are levied in accordance with the statutory regulations of the country of destination.

GUPLA has no influence on these additional taxes. Customs regulations may vary considerably from country to country and from product to product. Customers can obtain further information with respect to possible customs duties and import charges from their local customs office. Purchase prices do not include packaging, freight, postage and insurance. Delivery charges are therefore incurred by the Customer for goods delivered both in Germany and to other countries. Delivery charges, including packaging costs, are calculated separately and may vary within the time of production of the goods.

## **7. Delivery and availability of goods**

Goods are delivered to the address specified by the Customer. Depending on the total weight and preference, GUPLA delivers by FedEx Standard, or a logistic company of choice. Information regarding product availability and current production and delivery times is available upon request. Partial deliveries are available, provided it is reasonable and acceptable for the Customer. In the event of partial deliveries, the Customer assumes the additional costs for packaging and delivery. If it is not possible to deliver to the Customer because the Customer could not be reached at the specified address, although the Customer was informed at the delivery time of a repeated delivery attempt with appropriate notice, the Customer will be responsible for the costs of the unsuccessful delivery attempt. These charges will amount to the actual cost of the delivery charges.

## **8. Passing of risk**

We deliver DAP (INCOTERMS 2020), this means the total price includes the costs for handling, freight, transport insurance and customs clearance of export.

The customer is responsible for the customs clearance of import and must bear locally accruing costs and importation VAT.

## **9. Notice of transport damage**

The following provisions apply with the result that any notification of defects which are not made or not made in due time can lead to the loss of any claims based on transport damage. The obligation to give notice of defects in accordance with Section 377 of the German Commercial Code (HGB) remains unaffected.

In the case of consignments transported and delivered by the default contracted transport partner, FedEx, the following procedure must be followed:

Any externally visible transport damage must be noted on the shipping documents and acknowledged with the delivery agent's signature upon acceptance of the goods. In the case of suspected transport damage, the packaging must be kept along with the goods. FedEx will inspect the damage and then decide on the basis of objective assessments whether the evidenced value of the goods will be reimbursed and covered by insurance, or if any liability is rejected. For more information about FedEx's policies on their website:

<https://www.fedex.com/en-de/conditions-of-carriage.html#21u>

In case goods are delivered by any other logistic company chosen by the Customer:

Any externally visible transport damage must be noted on the shipping documents and acknowledged with the delivery agent's signature upon acceptance of the goods and must be reported immediately to GUPLA. The Customer should file the claim according to the policies of the chosen logistic company.

If the (partial) loss or damage is not externally visible:

The Customer must notify GUPLA of this in writing or by email within fourteen days of delivery or FedEx within seven days of delivery, to ensure that any claims against FedEx or the logistic company of choice can be asserted in time. Any violation of these obligations can result in the exclusion of a compensation claim. If the Customer has given notice within the above-specified deadlines that the goods have been damaged or lost during transport, GUPLA will immediately register compensation claims with the person/organization responsible or submit an inquiry to determine the whereabouts of the goods. Time stamped, detailed high-resolution photos should also be emailed to the sales office at GUPLA at: [contact@guben.plastination.com](mailto:contact@guben.plastination.com)

#### **10. Reservation of title**

GUPLA GmbH retains full title to the delivered goods until full payment has been made. Pledging, assignment as security, processing or remodelling the goods is not permissible prior to transfer of ownership without the explicit consent of GUPLA GmbH. If the Customer is a merchant, title to the goods shall remain reserved until payment of all receivables resulting from the business relationship.

#### **11. Quality, dimensional and weight tolerances**

The majority of specimens and products offered are unique objects and therefore their quality, colour, dimensions, and weight may vary. This corresponds with the proper nature of the products and is due to the use of natural source material. Please carefully read the instructions prior to usage.

#### **12. Prohibition of assignment**

Unless explicitly agreed otherwise with the Customer, the Customer is not entitled without the consent of GUPLA GmbH to assign rights from this contract to any third party.

#### **13. Right of set-off**

Customers shall only be entitled to offset claims if such claims have become final and non-appealable or the claims are undisputed.

#### **14. Use of the purchased products**

Specimens of human origin obtained from GUPLA may only be used for the intended purpose stated before purchase (typically for teaching and research). Specimens may not be sold to nonqualified users or provided free of charge. However, they may be passed on to Qualified Users, subject to a confirmation form GUPLA as per Section 2 of these GTC's. The products purchased may not be used for any public exhibitions or other events of the Customer or any third party which generate revenue from ticket sales without the prior written consent of GUPLA. Exhibitions or other events at which, in the spirit of a charity concept, only donations are collected are exempted from this.

All GUPLA specimens are unique and hand-made and "original works" (similar to a piece of art). No license is granted to reproduce any GUPLA specimen for commercial use (e.g. as 3D Scan or other format), unless a separate written permission or license has been granted. For the avoidance of doubt, the use of specimens and reproductions within a University (e.g. for teaching purposes) is specifically allowed.

#### **15. Choice of law & place of jurisdiction**

The laws of the Federal Republic of Germany shall govern the contractual relationships between GUPLA and the Customer. Place of jurisdiction for all disputes resulting from the contractual relationship between the Customer and GUPLA is the registered seat of GUPLA, provided the Customer is a merchant, a legal entity under public law or a special fund under public law.

#### **16. Final provisions**

Should any provision of these General Terms & Conditions be invalid, the rest of this Agreement shall remain in force by law. The invalid provisions shall be replaced by statutory provisions.

This version is valid from: 30. November 2021