

GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

These are the general provider information and the references to the conclusion of the contract, the General Terms and Conditions ("GTC") of oji Europe GmbH as well as the cancellation policy for commercial or self-employed buyers in accordance with § 14 BGB. oji Europe GmbH (hereinafter oji) provides all deliveries and services exclusively on the basis of these terms and conditions and the buyer is prohibited from selling products from the oji online shop under their own or third-party names in their own or third-party online shops or online marketplaces (e.g. Amazon). to offer for sale. Purely online advertising presentations to promote the stationary sales offer are excluded from this.

CONCLUSION OF THE CONTRACT WITH oji EUROPE GMBH

oji Europe GmbH (oji) as the provider offers any items as a non-binding offer to prospective buyers to conclude a contract for the item/service offered.

Internet offers

The prospective buyer has the option of placing the desired item(s) in the virtual shopping cart by clicking on the appropriate button. The items collected in the virtual shopping cart can be called up at any time by clicking on the shopping cart symbol. In the shopping cart view, the items can then be viewed, their quantity changed or deleted from the shopping cart. The system then guides you through the further steps of the ordering process with the help of instructions. Before completing the order, you have the option of changing the order content, correcting or deleting data at any time. To do this, please use the instructions for changing or the "back button" of the browser. Only by clicking the order button in the last step of the ordering process do you give your declaration of intent to purchase the item/service at the specified price. This means that your declaration of intent is binding and irrevocable. The declaration of intent is submitted by pressing the "Send order" button at the end of the ordering process.

By ordering the desired goods, the buyer submits a binding offer to conclude a purchase contract. The contract is concluded when the seller accepts the offer by sending an order confirmation within 2 days. Otherwise the offer is considered rejected. Errors, technical changes and prior sale remain reserved. The order confirmation by oji is decisive.

Direct offers

Offers outside of the online shop are non-binding as e-mail, fax, letter or verbally. The terms and conditions also extend to such offers.

CONDITIONS OF oji EUROPE GMBH

1. CONTRACT CONTENT AND STORAGE

The respective subject and scope of the delivery/service of the purchase contract result from the item description, as can be seen from the current oji offer at the time of the order. Subsidiary agreements, changes and assurances only apply if they are in the item description or have been assured by oji in text form. The content of the contract is saved and is included in the order confirmation email along with all relevant information such as provider identification, order content and the General Terms and

Conditions in text form. The contractual conditions can also be accessed at any time via the oji website. The content of the order, including earlier ones, can be viewed and called up under the "Customer Login" area, provided that a customer has registered.

Each page of the oji offer can be printed out using the print function of the browser or using the "Print page" button below.

2. LANGUAGES

You can experience the shop in different languages; the contract languages are German, English, Finnish, French, Italian, Polish, Romanian, Swedish, Spanish and Turkish. The German language always applies to the contractual relationships and processing.

3. DATA PROTECTION Please

read the data protection declaration in the main menu, which provides all relevant explanations for data collection.

4. TERMS OF PAYMENT AND COUNTERCLAIMS

All prices on www.oji.life are in euros and include the applicable statutory VAT.

Payment can be made in advance, by PayPal© or by credit card.

If you choose to pay by credit card, the invoice amount will be charged by oji to the credit card company when the order is completed. After crediting oji, the ordered goods will be shipped. The general terms and conditions of the respective credit card issuing bank/company also apply. Processing takes place via Saferpay, a certified credit card payment system that carries out a validity check as part of the payment process. oji does not store the credit card data. Please also read the data protection declaration.

If you choose to pay with the PayPal© system, the processing is based on the conditions specified by PayPal©. Details can be found here: [PayPal©](#) or in the Info Center.

If you choose to pay in advance, oji will confirm the order in text form and collect the invoice amount by invoice. With this payment method, oji grants a discount of 2% on the value of the goods. After receipt of payment, the ordered goods will be shipped.

If, after the conclusion of the contract, oji becomes aware of circumstances that affect the purchaser's compliance with the contractual obligations, such as payment obligations, oji is authorized to refuse to execute the order until security (such as a guarantee) or fulfillment (such as payment) has been provided; oji will set a reasonable deadline for this.

The purchaser's offsetting against oji is only permissible with an undisputed or legally established counterclaim. The assertion of a right of retention is only permissible if the counterclaim is based on the same contractual relationship.

In the event of a delay in payment, oji is entitled to charge a reminder fee of EUR 3.00 per reminder and to assert further claims (damages). The buyer is permitted to prove that the seller suffered no damage or a significantly lower damage than the aforementioned lump sum. The seller is permitted to prove that higher damage has occurred.

5. DELIVERY OF GOODS

Ordered goods will be sent either as a package or by a forwarding agent at the discretion of oji.

The delivery takes place within 1 to 3 working days within the EU after it is ready for dispatch. Outside the EU, the delivery time is 3 to 5 working days after the item is ready for dispatch. The delivery time from the order is therefore also based on the selected payment method (e.g. PayPal® or credit card) and availability. Please also read the delivery status display.

If delivery becomes impossible due to a lack of self-supply, oji is entitled to withdraw from the contract. oji will inform the purchaser immediately about the non-availability and immediately refund any consideration already paid.

The information on readiness for dispatch refers to the stock in the central warehouse.

The seller is entitled to make partial deliveries if this is reasonable for the buyer.

Place of performance and place of supplementary performance is at the seller's registered office.

In the case of shipping by freight forwarder, the buyer must provide a telephone number under which he or the person accepting the delivery can be reached to arrange delivery dates. The seller or the seller's shipping partner will contact the buyer by telephone prior to delivery to arrange an appointment.

oji reserves the right to make deviations that are customary in the trade, provided the subject matter of the service is not significantly changed and this is reasonable for the purchaser. In particular, the color representation on a screen can deviate slightly from the real color.

If the object or scope of the service is changed at the request of the purchaser after the offer has been accepted (by oji), this will in any case result in a new reasonable delivery period, also for the unchanged part of the order.

Two weeks after a delivery date or a delivery period has been exceeded, the purchaser can request oji in writing to fulfill the contract within a reasonable period, but at least 20 days. This does not apply if the purchaser has neglected or refused to cooperate in fulfillment by oji. If oji does not pay by the end of the set period, the purchaser can withdraw from the contract (§ 323 BGB). This does not apply if the deadline is exceeded due to force majeure and other unforeseeable obstacles such as riots, operational disruptions, strikes, lockouts, even if they occur at oji's suppliers or subcontractors. oji reserves the right to make deviations that are customary in the trade, provided the subject matter of the service is not significantly changed and this is reasonable for the purchaser.

If the prerequisites for default of acceptance are met, the seller is entitled to charge the resulting storage costs as damages, i.e. a flat rate for the costs of storing the goods in the amount of EUR 15.00 per m³ or part month to demand. The buyer is permitted to prove that the seller suffered no damage or a significantly lower damage. The seller is permitted to prove that higher damage has occurred.

6. TRANSFER OF RISK

The risk of any loss or deterioration of the item as well as the price risk pass to the purchaser upon handover or default of acceptance by the purchaser. In the case of mail-order sales, this applies accordingly as soon as the seller has delivered the item to the forwarding agent, carrier or the person or institution responsible for carrying out the shipment.

If shipping is impossible through no fault of oji or is prevented due to the buyer's lack of cooperation, the risk passes to the buyer upon notification of readiness for shipping.

oji reserves the right to ship the goods using a different route than the one specified; even if the purchaser instructs you differently, if this does not result in a significantly higher risk of deterioration or loss. Liability according to § 447 II BGB is limited to cases of gross negligence and intent.

Damage that was already present as such in the item description at the time the contract was concluded cannot be recognized as transport damage.

7. ACCEPTANCE AND DAMAGES

The purchaser must inspect the delivered goods immediately upon receipt for any transport damage and immediately notify oji of any damage in writing. Insofar as justified transport damage is reported, oji will assign the legal rights to the purchaser at its own discretion or assert them in its own name; for the latter, the commercial purchaser undertakes to authorize oji to collect the necessary amount.

If the purchaser is in default of acceptance, he bears the risk of accidental loss or deterioration, unless there is an accusation of gross negligence or intent. In this case, oji is authorized to refuse the new shipment and can demand advance payment of the new shipping costs from the purchaser within a reasonable period of time.

If the purchaser arrives within the period specified in letter b. If the obligation to collect or to pay the shipping costs is not met, oji is entitled to withdraw from the contract and to demand compensation.

If oji is justified in withdrawing from the contract, oji is entitled to demand compensation. This amounts to 30% of the net value of the goods plus further transport and storage fees. The right to assert a higher damage remains reserved. It is up to the purchaser to prove that the damage was less.

8. WARRANTY RIGHTS

The following provisions apply to orders for newly manufactured items.

The warranty period is one year and begins with the delivery/collection of the goods. The goods must be inspected for any defects immediately upon delivery/collection. Obvious defects must be reported to oji in text form within two working days of delivery/collection or knowledge of the goods. Non-obvious defects must be reported to oji in text form within three working days of the defect occurring.

If the purchase is a mutual commercial purchase, it is agreed that the obligation to give notice of defects according to § 377 HGB is sufficient if the notification of the defect is received by oji in text form within two working days of receipt of the goods or discovery of the defect.

If there is a defect or if one occurs during the warranty period, oji is entitled to remedy this defect through subsequent delivery, replacement delivery or repair. If this does not result in freedom from defects even if the defect has been removed twice, the purchaser retains the statutory warranty rights.

If the manufacturer's or oji's operating or maintenance instructions are not followed, changes are made to the products, parts are replaced or consumables are used that do not correspond to the original specifications, the warranty is void.

Equipment and accessories that are subject to natural wear and tear are excluded from the warranty.

Remnants and goods damaged in transit are considered new unless they are expressly marked as used equipment.

Independent guarantee services by the manufacturer or by oji remain unaffected by the above provisions.

Clause 11 also applies to software, insofar as it is the object of the scope of services.

9. LIABILITY

Claims for damages for any legal reason, be it due to non-performance, breach of contractual or statutory secondary obligations, culpa in contrahendo, contracts with protective effect for third parties and tort against oji, as well as legal representatives, as well as against their vicarious agents or vicarious agents, unless the

damage is due to intent or gross negligence. This does not apply to claims for damages from property assurances, which are intended to protect the purchaser against the risk of consequential damage. The provisions of the Product Liability Act remain unaffected. Otherwise, oji is liable for the

- full amount of damage in the event of gross negligence on its part, that of its legal representatives and that of its leading vicarious agents, but not in the case of gross negligence on the part of simple vicarious agents;
- also in principle in the event of any culpable breach of cardinal obligations, including simple vicarious agents.

The amount of liability is limited to compensation for typically foreseeable damage.

As a precaution, it is pointed out that changes to materials due to corrosion as a result of using one of the products sold or marketed by oji are also covered by the exclusion of liability.

10. INDEMNIFICATION The

above exclusion of warranty and liability does not apply to damage resulting from injury to life, limb or health that is based on a negligent breach of duty by oji or an intentional or negligent breach of duty by a legal representative or vicarious agent of oji.

11. SPECIAL FEATURES OF SOFTWARE COMPONENTS AND SOFTWARE DELIVERIES

Insofar as software is part of the operation and/or use of the object of performance or the partial performance of the delivery, the following special conditions shall apply.

The software may only be used and utilized for the intended purpose. Any duplication is prohibited unless the respective software manufacturer has expressly permitted this. In any case, the license conditions of the manufacturer apply.

In any case, the protective rights resulting from the relevant laws, such as European and international copyright laws, trademark rights or other industrial property rights, should be observed.

oji guarantees the functionality of the software components only within the framework of the respective manufacturer's specifications.

The general terms and conditions and license conditions of the software manufacturer also apply, which in this case are also included in the contract.

12. GIVEAWAYS AND RELATED BUSINESS

extent that free gifts are included with individual items, these are linked to the main business and cannot be disputed in isolation. Ownership of the extras only passes to the purchaser when the cancellation period for the main item has expired.

If the main transaction is revoked, the addition as part of the basic transaction and still owned by oji must also be returned.

13. SPECIAL FEATURES FOR ARTICLES IN FOREIGN TRADE

Certain articles are only intended for the European market and are subject to export bans to third countries. Insofar as the sale of an article is prohibited by statutory provisions, oji reserves the right to withdraw from the contract for important reasons and will inform the contractual partner immediately and reimburse any amounts paid immediately.

14. FINAL PROVISIONS Place

of performance and exclusive place of jurisdiction for both parties is 14641 Nauen, Germany.

The law of the Federal Republic of Germany applies exclusively to all legal relationships between the parties, excluding the UN sales law, even if the purchaser has his domicile or habitual abode abroad or is delivered abroad. The same applies if the purchaser later moves his usual place of residence abroad or is unreachable.

The information remains binding in its remaining parts even if individual points are legally ineffective. The statutory provisions shall take the place of the ineffective points, if any.

15. PROVIDER IDENTIFICATION

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oji Europe GmbH, district court Potsdam HRB 33875 - VAT ID DE3 3014 0093, represented by the managing director: Dr. Thomas Bone-Winkel.

16. INFORMATION ON ONLINE DISPUTE RESOLUTION

The EU Commission has created an internet platform for the online settlement of disputes (the so-called "OS platform!"). The OS platform serves as a point of contact for the out-of-court settlement of disputes relating to contractual obligations arising from online sales contracts. You can access the OS platform via the following link: <http://ec.europa.eu/consumers/odr>

oji Europe GmbH does not take part in the arbitration process.
