Effective date: September 29, 2026

Terms of Trade

Terms of Trade of MeKo MedLab GmbH, Käthe-Paulus-Straße 11, 31157 Sarstedt

§ 1 DEFINITIONS

(1) "CLIENT" refers to the individual or entity whose order for Services from MeKo MedLab GmbH has been accepted. "PROVIDER" refers to MeKo MedLab GmbH (registered in Hildesheim (Germany) under the registration number HRB: 209611). "SERVICES" encompasses all tasks that the Provider agrees to supply under these Terms. "TERMS" denotes the standard terms and conditions set out in this document and includes any specific terms agreed upon in writing between the Client and the Provider. "CONTRACT" signifies the contract for the purchase and sale of the Services. "FORCE MAJEURE" relates to any events beyond the reasonable control of either party, such as strikes, lockouts, or other industrial actions.

§ 2 CONDITIONS OF SALE

(1) The Provider agrees to sell, and the Client agrees to purchase, the Services based on any written quote from the Provider that the Client accepts, or any written order from the Client that the Provider accepts, subject to these Terms, which will govern the Contract and override any other terms unless otherwise stated.

(2) Any modification to these terms must be agreed upon in Written Communication by both the authorized representatives of the Client and the Provider.

(3) Statements made by the Provider's staff or agents about the Services are not binding unless confirmed in Written Communication by the Provider. By agreeing to the Contract, the Client acknowledges that they do not rely on and waive any claims for breach of such unconfirmed statements.

(4) The Client accepts the testing procedures outlined in the offer.

(5) The Provider reserves the right to correct any clerical, typographical, or other errors in any website quotation, price list, acceptance of offer, invoice, or other documents without liability.

§ 3 ORDERS AND SPECIFICATION

(1) Unless otherwise agreed, the standard ordering Process is as follows:

a. The Client makes a request to the Provider.
b. The Provider sends an offer to the Client.
c. The Client orders according to the offer or, if necessary, with change requests.
d. The Provider sends an order confirmation to the Client.
e. The Client is responsible for providing any required documentation and complying with all regulations for the shipping and handling of samples, as outlined in § 4.

(2) Orders from the Client are only considered accepted once confirmed in Written Communication by an authorized representative of the Provider.

(3) The quantity and description of the Services shall match those in the Provider's written confirmation

sent as per clause § 3(2).

(4) The Provider reserves the right to alter the Services' specifications after sending the written confirmation, provided these changes meet applicable safety or statutory requirements and do not degrade the Services' quality or performance.

(5) Accepted orders cannot be canceled by the Client without the Provider's written consent.

(6) All testing will follow international standards, internal standards, or agreed specifications. The Provider is not responsible for the accuracy of the standards and specifications mentioned.

   a. If the Client has not commissioned a conformity assessment, the Provider will only provide the measurement value and the associated uncertainty.

   b. If the Client has commissioned a conformity assessment and a test standard is available for the test item, the decision rule specified in the standard will be used.

   c. If a conformity assessment is required for the test and there is no test standard available (or the test standard does not specify a decision rule), a decision rule must be defined and communicated to the Client and contractually agreed upon.

      i. If the Client does not specify a decision rule, we apply the binary conformity statements using a safety band of w = 1U (see ILAC-G8 09 2019 - Guidelines on Decision Rules and Statements of Conformity, Chapter 4.2.2).

         1. If the value range (consisting of the measurement value and +/- MU) lies between the lower and upper specification limits and does not intersect them, the conformity statement is: "passed."

         2. If the value range (consisting of the measurement value and +/- MU) intersects the lower or upper specification limits or lies outside of them, the conformity statement is: "not passed."

(7) The Client has the option of participating in the measurements carried out for him at the Provider´s Laboratories, provided that this neither hinders laboratory operations nor jeopardizes the confidentiality obligations towards other Clients.

§ 4 HANDLING OF CUSTOMER SAMPLES

(1) The Client is responsible for ensuring that all samples are properly packaged, labeled, and shipped in compliance with applicable national and international regulations. This includes adherence to hazardous materials requirements, if applicable.

(2) If samples are shipped from outside Germany, the Client is responsible for all customs and import clearance requirements, including any associated costs such as customs duties, taxes, or fees. The Client must provide all required documentation to facilitate the customs process.

(3) The Provider assumes no liability for damage or loss of samples during transport. Clients are advised to package samples appropriately and, where necessary, to insure shipments.

(4) Samples will be stored for a period of 30 days after testing, unless otherwise agreed in Written Communication. After this period, the Provider reserves the right to dispose of samples in compliance with applicable regulations. Disposal costs will be charged to the Client.

(5) The Client must notify the Provider in advance if samples are hazardous, sensitive, or subject to specific regulatory requirements. The Client must provide safety data sheets (SDS) or other necessary documentation. The Provider reserves the right to refuse samples that are deemed unsafe or non-compliant.

(6) Samples will only be returned to the Client upon written request. The Client is responsible for all costs associated with the return shipment, including packaging, transport, and any additional

handling fees.

(7) Ownership of samples remains with the Client until testing is completed. After testing, samples may be stored, returned, or disposed of according to the terms outlined in this section.

§ 5 ALTERATIONS AND MODIFICATIONS

(1) The order defines the scope of the services. Any changes must be agreed upon before starting the test procedure or other services. The Provider may cancel the contract if the scope changes are not accepted. In such cases, the Client must pay a reasonable fee.

(2) The Provider may subcontract parts of the Services to qualified third parties or laboratories, including accredited laboratories, where necessary for technical, capacity, or accreditation reasons. The Client shall be informed thereof.

(3) If agreed services cannot be provided by the Provider, the Provider may outsource them to qualified laboratories after consultation of the Client.

§ 6 PRICING

(1) Service prices are based on the Provider's quote or, if no quote is available, the current price in the Provider's price list at the time of order acceptance. Quotes are valid for 30 days unless otherwise stated, after which they may change without notice.

(2) Prices exclude applicable Value Added Tax (VAT), which the Client must pay.

(3) Prices exclude delivery costs (including VAT), which the Client must also pay.

(4) The Provider may invoice the Client for audits requested or commissioned by the Client.

(5) The Client shall bear any additional costs associated with sample handling, including but not limited to customs fees, storage, disposal, or return shipping, as specified in § 4.

§ 7 PAYMENT TERMS

(1) Unless otherwise agreed in Written Communication, the Provider may invoice the Client for Services at any time after dispatch of the test report.

(2) Advances for completed services may be requested at any time.

(3) The Client must pay for Services, delivery costs, and applicable VAT within the invoice terms. Payment timing is crucial.

(4) If the Client fails to pay the full amount by the due date, the Provider may:

a. Cancel the Contract or suspend further deliveries, including those under other contracts with the Client; and

b. Charge base rate (3.37% on 11.07.2024) plus 8 % annual interest on the unpaid amount until full payment. If the Client fails to pay on time, all the Provider's invoices to the Client become immediately due, and interest will be charged as stated.

(5) Invoice disputes must be detailed in Written Communication within 14 days.

§ 8 TECHNICAL COMPLAINTS

(1) Complaints about the Provider's services must be communicated to the Provider in writing or verbally.

(2) The Provider will confirm receipt of the complaints by writing.

(3) If the complaint is deemed substantiated, the Client may request a repeat of the Services within 3

months. The Provider may perform the repeat, but the Client can choose another laboratory by written agreement.

(4) A complaint is justified if standard deviations of results do not overlap with comparable literature results.

(5) Costs are borne by:

   a. The Provider if the complaint is justified.

   b. The Client, if the complaint is unjustified, including any complaints related to the handling, storage, or return of samples as defined in § 4.

§ 9 DELIVERY SCHEDULE AND DELAYS

(1) Delivery times are estimates and not binding.

(2) The Provider is not liable for any damages or losses due to delivery delays.

(3) If responsible for delays, the Client may cancel the Contract if the Provider fails to deliver by the agreed date.

(4) If the Client cannot be contacted, the Provider may return or destroy specimens at the Client's expense after 2 years.

§ 10 WARRANTIES AND LIABILITY

(1) The Provider warrants that, upon completion, the Services will conform to the specifications set out in the written order confirmation.

(2) This warranty is subject to:

   a. No liability for defects from Client-provided designs or specifications.

   b. No liability if the Client has not paid by the due date.

(3) The Provider is not liable for clinical applications of tested products or R&D services.

(4) The Provider is not liable for manufacturing delays of tested products or R&D services.

(5) Tested products are returned at the Client's expense, and the Provider is not liable for shipping damages or delays.

(6) If the Client does not wish the return of his tested products, the Provider will dispose of them at the Client's expense.

(7) If Client´s products are stored at the Provider's premises at the Client's request, this shall be at the Client's expense.

(8) The Provider is not liable for any damage or loss of samples during shipping, storage, or return, as outlined in § 4.

(9) If sampling is carried out by the Customer, the Provider assume no responsibility for the proper execution or validity of the sampling. The Provider's warranty applies exclusively to the validity of the sample analysis results and does not extend to the sampling process itself.

§ 11 FORCE MAJEURE

(1) The Provider may cancel the Contract without liability if performance is affected by Force Majeure.

§ 12 INSOLVENCY

(1) If the Client becomes insolvent, the Provider may withhold or stop delivery and cancel the Contract.

(2) The Contract remains in force unless the Provider chooses otherwise.

§ 13 COPYRIGHT

(1) The name MEKO MEDLAB or MEDLAB cannot be used without the Provider's written consent.

(2) The Provider holds copyright on all reports, procedures, and documentation created.

§ 14 CONFIDENTIALITY

(1) Information from laboratory activities is confidential and not intended for publication, except anonymous data.

(2) If legally required to release information, the Client will be notified unless prohibited by law.

(3) The Provider will not exchange the Client’s information with MeKo Manufacturing e.K, unless requested by the Client.

(4) The Provider is entitled to disclose Client-related information, test results, documentation, and records to accreditation bodies, regulatory authorities, or their appointed assessors and auditors, to the extent necessary to fulfill legal, regulatory, or accreditation requirements. Such disclosures shall be limited to the required scope and remain subject to confidentiality obligations of the receiving party without requiring prior consent of the Client, provided such disclosure is mandatory or necessary for maintaining accreditation or legal compliance.

§ 15 GOVERNING LAW

(1) These Terms and the Contract, including matters related to sample handling as outlined in § 4, are governed by German law.

(2) Place of jurisdiction is Hildesheim, Germany.

(3) If any Terms provision is deemed void or unenforceable, the remaining provisions remain valid.