

§ 1 Scope & Purpose

1. These General Terms and Conditions (hereinafter "GTC") apply exclusively to all business relations between XNApharma GmbH (hereinafter "XNApharma") and its customers.
2. These GTC apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law (hereinafter "Buyer" or "Customer"). These GTC do not apply to consumers (§ 13 BGB).
3. Any deviating, conflicting, or supplementary general terms and conditions of the Buyer shall only become a component of the contract if and to the extent that XNApharma has expressly consented to their application in writing.
4. Unless otherwise expressly agreed, all products delivered by XNApharma are intended exclusively for laboratory and research purposes ("Research Use Only" / RUO) and must not be used on humans, animals, or for diagnostic purposes.

§ 2 GMP & GDP Framework

1. The Buyer acknowledges that XNApharma Research Use Only (RUO) standard products are not manufactured and delivered under Good Manufacturing Practice (GMP).
2. In the event that the parties agree on the supply of GMP-compliant goods, transport must be carried out by a distributor that has been audited and approved in accordance with the Good Distribution Practice (GDP) guidelines.
3. Once GMP goods are ordered and scheduled, distribution and transport shall automatically be assigned to an audited Good Distribution Practice (GDP) compliant distributor to ensure regulatory validation. Any additional operational, validation, continuous temperature-mapping, data-logging, or specific compliance logistics costs resulting from the GDP transport framework shall be borne entirely by the Buyer, unless explicitly agreed otherwise in writing.

§ 3 Deliveries, Net Prices & DAP Execution

1. All prices are quoted net in EUR, excluding statutory value-added tax (VAT), shipping costs, packaging, and any customs duties or import taxes.
2. A binding contract is concluded upon written order confirmation by XNApharma, a signature on a commercial quote, or, at the latest, upon execution of the delivery or service.
3. Delivery shall be executed globally in accordance with Incoterms® 2020 under the clause DAP (Delivered at Place) to the destination specified by the Buyer. The Buyer is solely responsible for local customs clearances, import declarations, and payment of local import taxes or duties.
4. For temperature-sensitive, chemical, or biological products, XNApharma guarantees active cold-pack cooling for a duration of 24 hours from departure from XNApharma's facility.
5. If delivery fails, is delayed, or cannot be completed due to reasons within the Buyer's sphere of responsibility (e.g., lack of readiness to receive goods, missing local import permits, or unreachability), the risk of product degradation due to an interrupted cold chain shifts immediately to the Buyer. The Buyer shall bear any additional costs for subsequent delivery attempts.

§ 4 Inspection Obligations & B2B Warranty

1. The Buyer is obliged to inspect the goods immediately upon delivery. Visible transport damage to packaging must be documented and signed by the carrier upon acceptance.
2. In accordance with § 377 of the German Commercial Code (HGB), the Buyer must notify XNApharma in writing of any defects, missing items, or wrong deliveries immediately, but no later than within three (3) working days after receipt of the goods. Defects that were not recognizable during a proper inspection (hidden defects) must be reported in writing immediately upon discovery. If the Buyer fails to provide timely notification, the goods shall be deemed approved.
3. For oligonucleotides and custom synthesis products, the analytical sheet and synthesis documentation delivered with the batch serve as the sole definitive parameter for warranty compliance and contract fulfillment. No specific expiration date is granted for these items unless printed on the batch label.

General Terms and Conditions (GTC)

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4. For newly manufactured equipment and technical hardware, the warranty period is fixed at one (1) year from the delivery date. Wear-and-tear items, consumables, and used equipment (unless explicitly offered with an individual warranty layout) are excluded from the warranty.

5. Any warranty claims shall instantly expire if instructions, data sheets, or operating manuals provided by XNApharma are violated, if the products are opened or modified, or if a defect is caused by improper storage, handling, or use by the Buyer.

§ 5 Liability Limitations

1. XNApharma shall be liable for damages without limitation only in cases of intent, gross negligence, fraudulent concealment of a defect, injury to life, body, or health, or under the German Product Liability Act (Produkthaftungsgesetz).

2. In the event of a breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies; a so-called "Kardinalpflicht") due to simple negligence, the liability of XNApharma shall be limited to the compensation of the foreseeable, typically occurring damage.

3. Liability for any indirect damages, consequential damages, lost profits, or third-party financial claims resulting from the use or handling of the goods is excluded, except in cases of intent or gross negligence.

§ 6 Payment Terms & Retention of Title

1. Invoices issued by XNApharma are payable in full within fourteen (14) days from the invoice date, unless advance payment or other terms have been explicitly agreed upon in writing.

2. Set-off or retention rights of the Buyer against claims of XNApharma are only permissible if the counterclaims are undisputed or have been legally established by a court of law.

3. All delivered goods remain the sole property of XNApharma until full payment of the purchase price and all associated secondary costs has been received (Retention of Title / Eigentumsvorbehalt).

4. The commercial resale or unauthorized commercial distribution of chemical or biological products delivered by XNApharma to third parties is strictly prohibited, unless explicitly permitted via a separate bilateral contract.

§ 7 Governing Law & Jurisdiction

1. The contractual relationship and all legal disputes arising out of or in connection with it shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

2. The exclusive place of fulfillment and legal jurisdiction for all disputes arising from the business relationship is the registered corporate seat of XNApharma GmbH.