

General Terms and Conditions

The following Terms & Conditions are applicable to all purchase agreements between EMBL Enterprise Management Technology Transfer GmbH (»EMBLEM«) and a purchaser (»PARTNER«) (jointly referred to as »PARTIES«) of EMBLEM's technologies, licenses and services (»PRODUCT«). No other terms and conditions will be accepted unless expressly defined in EMBLEM's standard license agreements or agreed to in writing by both PARTIES and these Terms & Conditions shall in all respects prevail over any terms, warranties, conditions, descriptions or representations referred to in PARTNER's order and any prior negotiations between the PARTIES or their representatives. EMBLEM reserves the right to change or amend its Terms & Conditions without prior notice. Standard license agreements as well as changes and amendments to the Terms & Conditions are published on EMBLEM's website (<http://www.emblem.de>) and will come into force immediately unless PARTNER objects in writing within two weeks.

1. PARTNER's orders are subject to acceptance by EMBLEM and a contract is considered to be concluded upon receipt of EMBLEM 's written Confirmation of Order or upon delivery of the goods. When sending an order to EMBLEM, PARTNER effects a binding offer. EMBLEM reserves the decision to accept this offer. EMBLEM will declare receipt of PARTNER's offer within reasonable time via e-mail.
Information about EMBLEM's products provided on EMBLEM's website does not constitute an offer.
2. EMBLEM agrees to supply the PRODUCT to PARTNER for internal research purposes only. PRODUCT shall mean all PRODUCT provided by EMBLEM including in the case of living organisms any offspring. PARTNER agrees to obtain all necessary third party rights for the use of the PRODUCT. The PRODUCT will be used in accordance with applicable laws and regulations. The PRODUCT will not be used in/on humans.
3. All intellectual property rights related to the PRODUCT stays with EMBLEM, unless expressly stated otherwise in this document. EMBLEM grants to PARTNER a non-exclusive, non-transferable license to use the PRODUCT for internal academic research purposes as soon as PARTNER has paid for the PRODUCT. All rights to and titles in any materials, information and content not expressly sold hereby are, to the fullest extent permitted by law, retained by EMBLEM.
4. Either party's obligation for confidentiality shall not extend to any information which is or becomes generally available to the public, is already known or subsequently disclosed by third parties to the recipient party and at its free disposal.
5. EMBLEM does not assume any responsibility for the PRODUCT and the use of the PRODUCT. EMBLEM will not assume any liability for damages occurring through the use of the PRODUCT. EMBLEM does not guarantee the suitability of the PRODUCT for any applications. EMBLEM makes no representations or warranties express or implied. By way of example, but not limitation, EMBLEM makes no representations or warranties that the PRODUCT does not infringe any patent, copyright, trade secret or other type of Intellectual Property Right of any third party. The PARTNER has to acquire on his own all-necessary licenses for the use of the PRODUCT if not otherwise agreed in writing. EMBLEM herewith excludes any liability to the fullest extent under applicable law.

The PARTNER will hold EMBLEM harmless for any claims on damages, which occur during the PARTNER's use of the PRODUCT.

Notification of alleged defect must be made to EMBLEM in writing within two (2) weeks of discovery. PARTNER shall return the defective PRODUCT, or part(s) thereof, properly packaged, postage or shipping costs prepaid to EMBLEM. Loss or damage during shipment shall be at the risk of PARTNER.

EMBLEM shall be free to decide to replace the defective PRODUCT, or part(s) thereof, or to allow PARTNER to request repudiation of the contract (Wandelung).

Any liabilities of EMBLEM under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

6. PARTNER shall make payments (plus VAT if applicable) by latest 14 days upon receipt of EMBLEM's invoice. Receipt of payment is deemed received upon its complete and unconditional credit to EMBLEM's account. Place of payment is Heidelberg, Germany. EMBLEM accepts payment by wire transfers. All other methods of payment must be expressly agreed to by EMBLEM.
7. Except when express guarantee is given in EMBLEM's standard license agreement or agreed to in writing by both PARTIES, the delivery time is non binding. EMBLEM does not assume any liability unless the delay is significant and attributable to gross negligence by EMBLEM. Delays in delivery can in no case give rise to the cancellation of the order.
8. No failure or omission in the performance of any of EMBLEM's contractual obligations shall create liability, if such failure or omission is the result of acts of God, war, riot, accidents, compliance with any action or restriction of any government or agency thereof, strikes or labor disputes, limitations of transportation, inability to procure materials required to the performance of the contract or any other factor or circumstance beyond EMBLEM's control hereto. In this case EMBLEM will give written notice to PARTNER within fourteen days of EMBLEM's knowledge of such occurrence.
9. Should single provisions of these Terms & Conditions be or become invalid, entirely or partly, this shall not affect the validity of the remaining provisions. The PARTIES agree to replace the invalid provision by a valid provision which comes as close as possible to the economic intention the PARTIES had in mind when drafting the invalid provision. The same shall apply in case of gaps in the contract.
10. No waiver, amendment or modification of any purchase contract between EMBLEM and PARTNER shall be valid, enforceable or binding upon EMBLEM unless expressly agreed to in writing. Waiver of this form requirement shall be in writing. Application of any contradicting term or condition by PARTNER is rejected.
11. Unless expressly specified otherwise in writing, any legal relationship between EMBLEM and PARTNER, including these Terms & Conditions, shall be governed and construed in accordance with the laws of the Federal Republic of Germany. The venue for any disputes arising out of or regarding any legal relationship between EMBLEM and PARTNER, including these Terms & Conditions, shall be Mannheim, Germany.
12. Failure of either Party to insist upon or enforce strict performance of any provision of these Terms & Conditions will not be construed as a waiver of that provision or any other provision nor future right or provision. Neither shall the course of conduct between EMBLEM and PARTNER nor shall the trade practice modify any provision of these Terms & Conditions.
13. Any notice required under these Terms & Conditions shall be sent by Registered Mail, valid upon dispatch, with a return receipt. All notices to EMBLEM shall be directed to: EMBLEM Technology Transfer GmbH, Boxbergring 107, D-69126 Heidelberg, Germany.