

## Terms & Conditions of Product Sale and Services

### 1. Applicability.

1.1 These terms and conditions of product sale and services (these "Terms"), together with Supplemental Terms, if any, shall apply exclusively to the Sales Documents and shall comprise the entire understanding and agreement (the "Agreement") between MD2B Life Science GmbH or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products and/or services ("Products") from Seller as indicated on Sales Documents. "Sales Documents" means any document, print or digital, provided by Seller to Purchaser in the purchase and sales process for Products, including but not limited to proposals, offers, quotations, invoices, documents confirming, acknowledging, or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products, the terms of such contract shall prevail to the extent they are inconsistent with these Terms or such contract explicitly states that. No oral side agreement shall have effect unless agreed upon in a writing.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms. Seller shall not be bound by conflicting or additional terms and conditions of the Purchaser, even if Seller has not expressly rejected them or has accepted delivery unconditionally.

1.3 Certain Products may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges, or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

1.5 In all correspondence with Seller, the Purchaser shall indicate the number and the date of the Sales Documents and the name of the Product.

## 2. Delivery and Performance.

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss, or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, delivery of Products shall be made Ex Works. With respect to Products, title and risk of loss passes to Purchaser upon delivery. Seller is entitled to provide partial delivery. In the event of any discrepancy in the weight of the Products, the weight established by Seller upon the packaging of the Products shall prevail unless the Purchaser proves that the weight determined by him at the time of passing of the risk in the Products was measured correctly in accordance with a generally accepted method of determination. This clause applies as well to the determination of the volume of the Products.

2.3 Seller shall be entitled to use sub-contractors for the performance and/or supply of Products.

## 3. Inspection and Rejection of Nonconforming Products.

3.1 Purchaser agrees that (i) all Products are experimental in nature and Seller provides no warranty that the Products meet any specifications, criteria, quality attributes or regulatory requirements or that any predefined criteria or targets are met, and (iii) that Products cannot be used in humans, animals or for diagnostic purposes.

3.2 Purchaser shall inspect products and results of services no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received products and results unless it notifies Seller in writing of any delivered products and results of services, or quantity thereof, are different than identified in the Sales Documents or Order Confirmation.

3.3 If notified in accordance with Section 3.2, Seller shall, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies.

3.4 Any returns, if authorized, shall be handled in accordance with Section 4 below.

#### 4. Returns.

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions.

#### 5. Price and Payment.

5.1 Purchaser shall purchase Products from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation.

5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed.

5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of one-and-a-half percent (1.5%) per month, or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products and may, at its option, change the terms of payment with respect to any undelivered Products.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

#### 6. Use of Products.

6.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labeling ("Use Documents"), and (b) properly test and use Products.

6.2 Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, nor developed, tested or certified as medical device according to guidelines 93/42/EWG (MDD) or (EU) 2017/745 (MDR) or designated for use as medical device, e.g. according to Art. 2 Nr. 1 MDR, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

6.3 If the applicable Use Documents, including but not limited to the limited use label license, do not indicate that the Products are offered and sold for use other than research use purposes only, Purchaser has no express or implied authorization from Seller to use such Products for any other purpose than research, which excludes any use for, including, without limitation, in vitro diagnostic purposes, in human use, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Purchaser shall not market, distribute, resell, or export Products for any purpose, unless otherwise agreed by Seller in writing.

## 7. Limited Warranties.

7.1 Seller makes no warranty whatsoever with respect to Products (including any uses thereof) or any technical assistance or information that it provides, including no (a) warranty of merchantability, (b) warranty of fitness for a particular purpose, (c) warranty that Products will meet specific requirements, quality attributes or specifications, or (d) warranty relating to non-infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application, or suitability of Products shall not be construed as an express or implied warranty.

7.2 Provided that Seller and Purchaser have agreed that Products delivered have not fulfilled the standards and requirements agreed upon prior to delivery, Seller shall, in its sole discretion either replace Products or credit the price of such Products. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability hereunder.

## 8. Limitation of Liability and Indemnification.

8.1 Purchaser assumes all risk and liability for loss, damage, or injury to persons or to property of Purchaser or others arising out of the transport, storage or use of Products, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

8.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, officers, directors, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, officers, directors, employees, partners or subcontractors.

8.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary, punitive or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party, arising out of the commercial relationship between Seller and Purchaser under this Agreement. The total liability of Seller hereunder shall not exceed the purchase price of Products supplied under the Sales Documents. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products regardless of their nature.

#### 9. Compliance with Laws.

With respect to Products supplied, Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all required licenses, permissions, authorizations, consents, and permits necessary for the proper use of Products. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

#### 10. Termination.

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser (a) fails to pay any amount when due, (b) has not otherwise performed or complied herewith, in whole or in part, or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

#### 11. Confidential Information.

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Seller. Purchaser shall only share such information of Seller among Purchaser personnel on a "need to know basis", and only to such Purchaser personnel that owe a duty of confidentiality to Purchaser at least as restrictive as the confidentiality obligations of Purchaser hereunder. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is (a) in the public domain, (b) known to Purchaser at the time of disclosure, or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

## 12. Intellectual Property/Ownership.

"Intellectual Property" for the purpose of this Agreement means all industrial and other intellectual property and intellectual property rights, including but not limited to (i) patents, patent applications, invention disclosures, inventions, know-how; (ii) trademarks; (iii) internet domain names, web addresses, web pages; (iv) works of authorship, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, data, data files, records and documentation; (v) trade secrets; and (vi) all other industrial and intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to any of the foregoing, however arising. Purchaser acknowledges and agrees that: (i) except to the extent provided in a separate written agreement between Purchaser and Seller, Seller (or its licensors) will retain all Intellectual Property used to create, embodied in, used in, and otherwise relating to the Products; (ii) any and all of Seller's Intellectual Property are the sole and exclusive property of Seller and/or its licensors; (iii) Purchaser shall not acquire any license to or ownership interest in any of Seller's Intellectual Property under this Agreement; and (iv) any and all improvements to existing Seller Intellectual Property and all new Intellectual Property created, developed and/or reduced to practice by Seller in the performance of services and work hereunder which are not based on or incorporating Purchaser's Intellectual Property shall be owned by Seller.

## 13. Force Majeure.

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling any term of the Agreement (other than payment obligations) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such party including, without limitation, acts of God, flood, fire, earthquake, governmental actions, war, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, embargos, trade wars, epidemics, pandemics, strikes or other labor disputes, restraints or delays affecting carriers, inability or delay in obtaining adequate or suitable materials, telecommunication breakdown, power outage, or production failure, provided that, if the event in question continues for a period in excess of one hundred and twenty (120) days, either party shall be entitled to give notice in writing to terminate the Agreement.

#### 14. Miscellaneous.

14.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Relationship of the Parties. The relationship between the parties is that of independent contractors.

14.3 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Germany without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted at the courts of Magdeburg, Germany.

14.4 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 3, 6, 7, 8, 11, 12 and 14.4. 13.5 Data Protection. Seller will request, process, and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser.