



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

Issued by Biolegio B.V., Nijmegen, The Netherlands.

Valid effective July 31, 2024

Terms and Conditions of Sale and Delivery

Unless otherwise specified and agreed in writing, the purchase of Biolegio Products and Services is subject to the following Terms and Conditions:

DEFINITIONS

The following definitions apply to these Terms and Conditions:

“Terms and Conditions”: the Biolegio B.V. (“BIOLEGIO”) Terms and Conditions of Sale in question and its elements.

“Product(s)”: tangible goods specified in the Purchase Order to be delivered on or before the delivery date.

“Service(s)”: the services (or: “Work”) that BIOLEGIO is to perform for Customer specified in the Purchase Order.

“Offer”: any offer or proposal, such as a Quotation or a Price Agreement issued by or on behalf of BIOLEGIO to the Customer.

“Quotation”: a document that BIOLEGIO provides to a Customer to offer Products or Services at a stated price, under specified conditions.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

“Price Agreement”: a legal document (or: contract) signed by authorized representatives of both BIOLEGIO and Customer, that sets criteria of what Products or Services BIOLEGIO will provide for a set price and time period, and for a definite or indefinite quantity, the price in principle not being subject to change.

“Written/in writing”: correspondence by email (with accompanying electronic documents) or regular post between Parties.

“Purchase Order”: a legal document Customer sends to BIOLEGIO to authorize a purchase. Often referred to as PO. Becomes a binding contract once accepted by BIOLEGIO.

“Standing Order”: a Purchase Order covering multiple deliveries of Service or individual shipments of specific Products with a fixed price, quantity and delivery schedule. Delivery will occur automatically once the Purchase Order is placed. Standing Orders are not to be used for capital equipment purchases.

“Party or Parties”: each natural person, partnership, legal entity or any other entity that enters or has entered into an agreement with BIOLEGIO, or to whom an offer is or has been made by or on behalf of BIOLEGIO, or for the benefit of whom service is or has been performed by or on behalf of BIOLEGIO.

“Third Party”: an individual or entity involved in a situation besides Customer and BIOLEGIO.

“Shipping Address”: an address provided by Customer where BIOLEGIO will send the Products ordered.

“Billing Address”: an address connected to Customer's payment method.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

“Web Shop”: website by means of which Products or Services may be purchased.

1. OFFER

1.1. An Offer describes a proposal in writing, such as a Quotation or a Price Agreement, issued by or on behalf of BIOLEGIO to Customer.

1.2. An Offer is free of obligation unless it specifies a term of acceptance. Any Offer that is made free of obligation may be withdrawn by either Party without delay after having been accepted. No Agreement will be realized in that case.

2. AGREEMENT

2.1. These Terms and Conditions (“Terms”), an offer such as a Quotation or a Price Agreement (if any), and the Purchase Order comprise the agreement (“Agreement”) between Customer and BIOLEGIO. This Agreement is the full and exclusive contract between Parties with respect to purchase of Products or Services (“Product”) by Customer.

2.2. Unless BIOLEGIO and Customer have agreed to a separate written contract, which includes a Price Agreement, signed by authorized representatives of both Parties (“Contract”), Customer agrees to accept and is bound by the Agreement when ordering Product.

2.3. To the extent the Parties have executed a Contract, and there are any conflicts between these Terms and Conditions and those in the Contract, then the Contract shall prevail.

2.4. Any provisions contained in any Purchase Order, acknowledgement, acceptance or other document from Customer, which are inconsistent with a Quotation, Price Agreement, or these Terms and Conditions, will be rejected by BIOLEGIO, until the conclusion and the content of the Agreement are confirmed in writing by means of a confirmation of the Purchase Order, unless Customer objects to this without delay in writing prior to shipment of Products or provision of Services by BIOLEGIO.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

2.5. In deviation of the provisions of Articles 2.1, 2.2, 2.3 or 2.4, an Agreement further to a Purchase Order via the BIOLEGIO webshop will not be concluded until the moment that the web order is confirmed by Customer to BIOLEGIO by means of an electronic confirmation of the order.

2.6. Any entire or partial amendment or cancellation of the Agreement can only be made with prior written agreement from BIOLEGIO.

2.7. If amendment or cancellation has BIOLEGIO's consent, Customer is obliged in each case to settle the costs of work already undertaken by BIOLEGIO. In such event, BIOLEGIO is permitted to invoice Customer for the associated costs and to reestablish the delivery and lead time in relation to commitments under the Agreement.

2.8. The Agreement takes effect when Customer receives email confirmation that BIOLEGIO has accepted the Purchase Order. The Purchase Order shall only be realized and confirmed in writing, signed by an authorized representative of BIOLEGIO, describing the commitments of both Parties arising from the Agreement.

2.9. The Agreement or Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one Agreement. The Parties agree that the execution of the Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software (e.g. DocuSign), shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to the Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of the Agreement by means of such electronic signatures or maintenance of the executed Agreement electronically.

3. PRICE

3.1. If no Price has been quoted or specified to Customer, the Price will be the Product Price on www.Biolegio.com or listed in the official annual BIOLEGIO Price List in effect at the time of Purchase Order reception.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

3.2. BIOLEGIO may change the Prices stated at any time with thirty (30) calendar days notice. Prices offered by means of a Quotation are valid for 30 days, unless otherwise stated in writing. Prices offered by means of a Price Agreement are valid until the last day of the running fiscal year (i.e. December 31), unless otherwise specified in writing.

3.3. If an offer is without obligation, the Prices, Taxes, Fees, or Duties contained therein shall also be without obligation.

3.4. Prices listed, quoted or invoiced can be in either Euro (€), US Dollar (\$) or Pound Sterling (£). BIOLEGIO is entitled to adjust Prices if the official currency rate at the time of delivery differs by more than 4% from the currency rate on the date on which the Offer is made, whereby the latter rate is set at 100.

3.5. Prices are exclusive of Customs Duties, Withholding Taxes, Value Added Tax (VAT) and any Sales, Use, Excise, and other similar Taxes. Customer shall pay all such Fees, Duties, and Taxes in addition and in the manner and at the rate prescribed by the relevant authority. BIOLEGIO products do not include any such charges, unless explicitly specified in writing or by virtue of law. If BIOLEGIO pays these fees, BIOLEGIO will add them to the Invoice.

3.6. Any exemption claimed relative to Taxes, Fees or Duties will only be accepted under provision by Customer of a valid, signed certificate or letter of exemption for each respective jurisdiction.

3.7. Prices of BIOLEGIO Products are exclusive of the costs of Insurance, Shipping, Dry Ice conditioning and Packing & Handling charges, which include loading, unloading and administrative work relative to Purchase Order processing, as well as the costs for removal, if applicable. BIOLEGIO products do not include any such charges, unless explicitly stated. If BIOLEGIO pays these charges, they will be added to the Invoice accordingly.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

4. PURCHASE ORDERS

4.1. Customer shall place orders for BIOLEGIO Products using Purchase Orders consistent with these Terms and Conditions. All Purchase Orders shall include the minimum following information:

- Shipping and Billing Address
- Product Reference Code
- Products Description
- Unit Price
- Quantity Required per Product Code
- Total Amount (Euro, US Dollar, or Pound Sterling currency)
- When available: BIOLEGIO Account Number assigned to Customer
- VAT number
- When applicable: Biolegio Quotation of Price Agreement Reference

4.2. Customer will provide appropriate shipping instructions regarding Shipping and Billing Address and, when applicable, shipping account in accordance with the provisions in Article 8.7. Relative to export shipments to a country outside the EU, Customer will ensure all documents required for export will be available to BIOLEGIO.

4.3. Customer will complete a Purchase Order for the provision of Product by BIOLEGIO by using a mutually agreed Order Form, which shall be governed by the Terms and Conditions of the Agreement. In the case of Customer not being able to provide an Order Form, BIOLEGIO will provide such document to Customer.

4.4. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form, but each Order Form is a part of and integral to the Agreement.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

4.4 BIOLEGIO will use reasonable efforts to meet all Purchase Orders without unreasonable delay but shall not be in any way liable for failure to execute any order which has not been accepted in writing. BIOLEGIO is not obliged to fulfil a Purchase Order or maintain pricing.

4.5. All Purchase Orders from Customer are binding upon Customer and may be accepted at BIOLEGIO's option, either by sending a Purchase Order confirmation, or by delivering the Product to Customer.

5. STANDING ORDERS

5.1. Standing Orders are used when Customer and BIOLEGIO have agreed upon a fixed price, quantity and regular delivery schedule of specific Product, over a specified period of time. A Standing Order is to be placed in accordance with the provisions in Article 4 ("Purchase Orders").

5.2. Delivery of Product by BIOLEGIO will occur automatically once the Purchase Order is placed by Customer. Applicable discounts and pre-payments must be noted by Customer on the Purchase Order.

5.3. A Standing Order covers a maximum period of one fiscal year. A new Purchase Order will be generated at the end of each fiscal year if needed. Should unused quantity or currency amount remain on the existing Standing Order, it will still be fulfilled.

5.4. Any alteration requested by Customer relative to the Standing Order will only be accepted when confirmed in writing, signed by an authorized representative of BIOLEGIO, describing the commitments of both Parties arising from the amended Standing Order.

5.5. All Standing Orders from Customer are binding upon Customer and may be accepted at BIOLEGIO's option, either by sending a Purchase Order confirmation, or by delivering the Product to Customer.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

5.6. Standing Orders are subject to Cancellation and Returns policies as defined in Articles 6 and 10.

6. CANCELLATION

6.1. If Customer wishes to cancel a Purchase Order issued, and BIOLEGIO provides its written consent, Customer shall owe BIOLEGIO for the costs of cancellation.

6.2. The cancellation costs are expressed as a percentage of the amount connected with the Agreement. This amount depends on the costs incurred by BIOLEGIO up to the moment of cancellation, the nature or type of Products or Services involved, the work meanwhile undertaken by BIOLEGIO to implement the Agreement, as well as restocking costs (Article 11) if applicable.

6.3. The minimum cancellation fee charged to Customer comprises the Packing & Handling fee plus 2% of the invoiced amount connected with the Products in the Agreement.

6.4. BIOLEGIO is never obliged to reimburse any losses to Customer associated with the event of cancellation.

7. PAYMENT AND DEFAULT TERMS

7.1. BIOLEGIO will invoice Customer for the Product Price and all other charges when applicable, such as Shipping, Packing & Handling, or Dry Ice surcharge, due when Products are shipped. Shipping, Packing & Handling fees shall be prepaid by BIOLEGIO and added to the Invoice amount.

7.2. Customer shall make all payments in accordance with the terms of payment given in the Invoice, in the currency specified on the Invoice.

7.3. The full amount of each Invoice for Products and/or Services shall be paid within 30 days (net) from the date of the Invoice, unless agreed otherwise and stated on the Invoice. Customer is not entitled to offset or delay payment.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

7.4. Payment terms are contingent upon credit worthiness of Customer. BIOLEGIO reserves the right to require Customer to make full or partial payment in advance, or provide other security to BIOLEGIO's satisfaction, if Customer's financial condition is unknown or, in good faith, is believed not to justify the payment terms specified.

7.5. Payment shall be conducted by bank transfer to the bank account number indicated by BIOLEGIO. The date on BIOLEGIO's bank statement, when the payment is recorded as received, applies as the date on which the payment has occurred.

7.6. Payment by credit card, or wire transfer will be effective only after these means of payment have cleared and been paid. Credit cards will be accepted at time of each order only for processing on Invoice date. Any discounts and expenses relative to payment by credit card or wire transfer shall be borne by Customer.

7.7. BIOLEGIO reserves the right to set a maximum credit limit for Customer's active account balance. Whenever felt necessary by BIOLEGIO to increase or decrease such a credit limit, it will be discussed and communicated to Customer with a reasonable notice period, in order, once the stipulated account balance limit is reached, to find a possible alternative for avoiding the delayed shipment of further Purchase Orders, and for keeping the balance owing under the specified limit. An interest of 1,5% per month is calculated on any outstanding credit.

7.8. BIOLEGIO reserves the right to cancel or stop delivery of Product and withhold shipments in whole or in part, without liability to BIOLEGIO, if Customer does not pay BIOLEGIO when due, or if Customer does not perform its obligations in the Agreement.

7.9. If, following Reminder to pay, Warning or a Declaration of default, Customer still fails to fulfil its due payment obligations within a reasonable period, Customer shall by rights be in default. From that moment, BIOLEGIO may pass the claim on for collection, may change any Terms of payment, suspend any credit previously extended to Customer, and pursue any other legal remedies available.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

7.10. BIOLEGIO reserves the right to set a late-payment charge equal to 1.5 percent (%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the Invoice due date. The late-payment charge may also be supplemented by BIOLEGIO's reasonable costs of collection (including extra-judicial and legal fees).

7.11. Any payment by Customer shall, if applicable, go in the first place towards settlement of any indebtedness owed by Customer, without prejudice to or the discharge of settlement of remaining due payments, in order of age, commencing with the oldest outstanding debt.

7.12. In the event of bankruptcy or insolvency of Customer, or in the event any proceeding is brought by or against Customer under any bankruptcy or insolvency laws or their equivalent, BIOLEGIO may cancel any order then outstanding without liability to Customer.

8. DELIVERY AND PACKAGING

8.1. By agreeing with these Terms and Conditions, Customer (I) gives its consent for BIOLEGIO to arrange for transport for all Products supplied hereunder on Customer's behalf and (II) waives its rights to arrange transport or give BIOLEGIO any specific instructions regarding transportation.

8.2. BIOLEGIO will ship and have Products delivered to the destination specified in the Purchase Order by Customer.

8.3. Shipping shall be executed (a) FCA BIOLEGIO's logistic hub in Wayne (PA, USA) (Incoterms® 2020) if location of intended recipient is within North, Central and South America) (b) FCA BIOLEGIO Nijmegen facility (Incoterms® 2020) if location of intended recipient is within the European Union, and in case of any cross-border transport from or to countries outside of the European Union, or any other location BIOLEGIO may direct.

8.4. BIOLEGIO determines the method of packaging, conditioning, transport and shipment of Product.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

8.5. BIOLEGIO may change freight carriers without notice. If a shipment fails to be delivered as scheduled, Customer shall be responsible for pursuing a claim with the freight company and BIOLEGIO shall provide reasonable cooperation with such endeavour by Customer.

8.6. If Customer has specific wishes in relation to packaging or transportation, and BIOLEGIO agrees in writing to these wishes, Customer is obliged to settle the costs invoiced for this by BIOLEGIO.

8.7. BIOLEGIO allows Customer to handle Product shipments, billing shipping charges to its own carrier account, EXW Incoterms® 2020 Nijmegen shipping point. In this case, BIOLEGIO will only add the Packing & Handling charge to the Invoice, and the Dry Ice surcharge when applicable. The Customer carrier account should enable Dry Ice shipments.

8.8. BIOLEGIO is entitled to make partial shipments and to invoice each shipment separately. Customer is obliged to settle separate invoices in accordance with the provisions in Article 7. Partial delivery shall be permitted unless Customer has expressly stated in writing on the face of the BIOLEGIO Quotation or Price Agreement, or on Customer's Purchase Order, that partial delivery will not be accepted.

8.9. BIOLEGIO is obliged to observe the specified delivery time or delivery period as much as possible. However, lead times and delivery dates given to Customer are approximate only, and BIOLEGIO will not be liable for any loss or damages resulting from any delay in delivery. If delivery of a Product to Customer is delayed due to any cause within Customer's control (Article 8.11), BIOLEGIO may place the delayed Products in storage at Customer's risk and expense.

8.10. Exceeding a delivery time or delivery period does not give Customer the right to terminate or dissolve the Agreement or to refuse the purchase of the Products. Parties must consult each other in cases where a delivery time or period is exceeded excessively.

8.11. BIOLEGIO shall not be liable for any delay in performance or non-performance as the result of an event of Force Majeure, being civil disobedience, hostilities, accidents, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

hurricane, flood, tornado, fire, earthquake or other natural disaster, delays in delivery, explosions, epidemic, plague, pandemic or any other outbreak of illness, any change in any law or regulation or any action taken by a government or public authority or any agency or commission thereof, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of BIOLEGIO's reasonable control.

9. PERMITS AND REGULATORY

9.1. Customer is responsible for ensuring that all permits, concessions, licenses, consents and so forth necessary for BIOLEGIO to deliver the Product sold or fulfil its obligations, are obtained in time and in the correct format. Any costs associated with such documents are to be borne by Customer.

9.2. The absence of any permits, concessions, licences, consents and so forth as indicated in Article 9.1 shall be considered as failure on the part of Customer and shall not exempt Customer from any of its commitments towards BIOLEGIO, nor can it be a reason for the postponement of the fulfilment of any obligation Customer has towards BIOLEGIO.

9.3. In addition to the provisions of Article 9.1, Customer (a) is solely responsible for ensuring that Product use is in compliance with applicable laws, regulations and governmental policies, (b) obtains all necessary approvals and permissions required, and (c) ensures that Product implementation is compliant with its intended use.

9.3 Customer is liable for all losses which directly or indirectly may be caused by the absence of any permits, concessions, licences, consents and so forth as indicated in Article 9.1; Customer indemnifies BIOLEGIO against claims and demands connected with such losses.

10. RISK AND TITLE

10.1. Where BIOLEGIO delivers the Product from stock, the title of the Products to be delivered by BIOLEGIO to Customer transfers to Customer from the moment they are set apart on behalf of Customer from the other stock products in the BIOLEGIO warehouse.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

10.2. The risk of Products shall pass to Customer at the time Products are loaded onto the commercial carrier at the BIOLEGIO facility, for transport to the agreed place of delivery.

10.3. Reservation: without prejudice on the title, risk and its transfer, all Products supplied by or on behalf of BIOLEGIO shall remain BIOLEGIO's property up to the point at which Customer has fulfilled all due obligations towards BIOLEGIO.

11. RETURNS AND SHORTAGES

11.1. All Product Returns must be authorized by BIOLEGIO. Special orders, non-stocked Products, and discontinued Products may not be returned. Some Products may not be eligible for return due to regulatory or storage requirements.

11.2. BIOLEGIO will deem any Product to be accepted, if Customer does not contact BIOLEGIO within a five (5) business day period.

11.3. BIOLEGIO will approve return of any Product that is damaged or defective on receipt by Customer, provided Customer contacts BIOLEGIO within five (5) business days after receiving the Product. And provided that damage has not been caused by any failure by Customer or carrier to handle or store Product, using reasonable care or as otherwise indicated on the labels of transport packaging or Product.

11.4. When BIOLEGIO at its discretion authorizes the Product for return, then the Product must arrive at BIOLEGIO facilities in its original packaging, remaining unopened and in a condition satisfactory for resale.

11.5. Any return of Product not due to error of BIOLEGIO, is subject to a restocking charge of 25% of the invoiced sale Price.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

11.6. Products ordered due to Customer ordering error are returnable within ten (10) business days after shipment was started by BIOLEGIO, provided that Products being returned remain unopened and suitable for resale, as determined by BIOLEGIO in its sole discretion. BIOLEGIO will deem any Product to be accepted, if Customer exceeds the ten (10) business day period, unless otherwise stated in writing by BIOLEGIO, provided Parties have consulted each other in cases where the return period is exceeded.

11.7. When returning a Product, Customer must pay for transportation to BIOLEGIO's facility. BIOLEGIO will not credit Shipping, Packing & Handling, or Dry Ice charges, and will not assume responsibility for packaging and transportation relative to the return of Product. For any transportation costs incurred by BIOLEGIO, Customer is obliged to settle the costs invoiced for this by BIOLEGIO.

11.8. Customer will not receive credit for any Product without BIOLEGIO's prior consent.

12. WARRANTIES FOR CONSUMABLES AND REAGENTS

12.1. Customer shall handle and use Product in conformity with (a) Good Laboratory Practice, (b) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies, (c) any patent and other proprietary rights of third Parties, or (d) its negotiated status or classification for each Product purchased.

12.2. BIOLEGIO warrants that each Products, purchased directly from BIOLEGIO, at the moment of shipment conforms to its specifications, and that Product will be free from defects or non-conformities, provided that Product is shipped and stored under the conditions recommended by BIOLEGIO. This warranty is valid from the time BIOLEGIO ships the Product until the earlier of (a) the Product's expiry date or (b) its specified number of uses.

12.3. Defects or non-conformities in any Product supplied by BIOLEGIO which fall under the warranty will, exclusively at the discretion of BIOLEGIO, be rectified or the Product will be replaced, without any cost to Customer, if the defects or non-conformities in the opinion of BIOLEGIO are attributable to manufacturing faults or faults/failings of the materials used, as a result of which the Product is



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

unusable by Customer for the purpose for which the Product can reasonably be thought of as intended.

12.4. Any Product found by BIOLEGIO to be defective or non-conforming prior to its expiry date, provided that BIOLEGIO is satisfied that the defect or non-conformity reported falls within the scope of the previously mentioned warranty, must be either returned to BIOLEGIO (franco delivery, Article 11) or destroyed.

12.5. Customer can be asked to return defect or non-conforming Product to BIOLEGIO, subject to QC upon reception. In such as case, Customer will abide to BIOLEGIO recommendations relative to the method of packaging, conditioning and transport of Product.

12.6. If it appears that the Product offered to BIOLEGIO for rectification exhibits no defects or non-conformities, then Customer is obliged to settle all costs incurred by BIOLEGIO, provided Parties have consulted each other towards a resolution.

12.7. All warranty is deemed inapplicable if Customer makes changes to the Product supplied or allows them to be made, or if the Product supplied has not been or is not being used or treated exactly according to BIOLEGIO's directives or instructions for use, or is being used or treated injudiciously in any other way, or if the Product supplied has been or is being used or applied for purposes other than for which it is intended, or if the Product supplied has been or is being used in a way which BIOLEGIO could not reasonably have expected.

14. WARRANTIES FOR THIRD PARTY PRODUCTS

14.1. BIOLEGIO does not support or make any warranties about Product manufactured or supplied by third Parties that Customer purchases through any of BIOLEGIO's sales channels. BIOLEGIO agrees, however, to assign to Customer any warranty rights BIOLEGIO may receive from the original manufacturer or third Party supplier, to the extent the original manufacturer or third Party supplier allows.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

15. NO TRANSFER OF RESALE

15.1. Unless otherwise expressly agreed to in writing by a duly authorized representative of BIOLEGIO, the purchase of BIOLEGIO Product conveys to Customer only the non-transferable right for Customer to use the quantity of Products or components of Products purchased in compliance with the applicable intended use statement, limited use statement or limited label license. Customer shall not transfer or resell, exchange, or otherwise assign the Products or any portion of them, without first obtaining the prior written consent of BIOLEGIO.

16. CUSTOM PRODUCTS AND SERVICES

16.1. Custom Products and/or Custom Services (“Work”), for the purpose of agreement, are non-standard Products or Services which have specific function unique to Customer. Purchase Orders for Work cannot be cancelled by Customer.

16.2. All Purchase Orders for Work must be approved in writing by BIOLEGIO. Thereafter, BIOLEGIO will promptly notify Customer of any circumstances which may affect that order and BIOLEGIO will keep Customer informed of its progress in fulfilling such Order.

16.3. Following Customer’s request and provision of specifications for Work, BIOLEGIO may decline to design or manufacture at its discretion, and at any stage of the development or productions process, if the Work is commercially impractical to manufacture or is unsuitable. In such a case, Customer will be notified and will not be obligated to settle any costs incurred by BIOLEGIO in connection with the cancelled Work. In the case of component or material failure, BIOLEGIO may cancel or delay a customer Product or Services delivery without any liability to BIOLEGIO.

16.4. In addition to the provisions in these Terms and Conditions regarding payment (Article 7), in the case of Work BIOLEGIO is also entitled to demand payment in instalments as follows: (a) 30% of the agreed price when entering into the Agreement, and (b) 30% of the agreed price at the testing or inspection or shipment of the finished product or the most important components thereof, and (c) 40% within thirty (30) days of the day on which the second instalment of 30% has been paid.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

16.5. Changes made to Work and Work Purchase Orders received by BIOLEGIO within four (4) weeks of designated delivery date shall be subject to a surcharge of up to thirty (30) percent plus any additional fees or costs relative to Customer's requests for Product or Service redesign or modification. Changes to Work must be agreed by both Parties in written Terms and Conditions of Sale and Delivery.

16.6. In the event of a conflict of terms contained in the BIOLEGIO Terms and Conditions of Sale and Delivery, the BIOLEGIO Terms and Conditions for Custom Research Solutions take precedence, and any written Contract signed by both Parties takes precedence over either.

17. INDEMNIFICATION

17.1. Customer agrees to indemnify, defend and hold BIOLEGIO, its affiliates, directors, officers, and employees harmless from and against any and all any suits or other legal proceedings brought by third Parties against BIOLEGIO, and all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of a claim against BIOLEGIO for infringement of third Party intellectual property rights. Customer indemnity of BIOLEGIO applies to (a) manufacture or sale of Product or Custom Product BIOLEGIO makes under Customer's instructions, specifications or other directions, or using material Customer provides to BIOLEGIO, (b) Customer's failure to comply with the Agreement, (c) Customer's failure to acquire any additional intellectual property rights related to the use of BIOLEGIO Product, or (d) Customer's modification, use or resale of Product. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of the Agreement, whether by expiration of time, by operation of law, or otherwise.

17.2. BIOLEGIO will defend and indemnify Customer against infringement damages finally awarded in any legal action brought by a third Party against Customer alleging infringement of any intellectual property rights owned by third Parties, arising directly and solely from a Product as manufactured and provided by BIOLEGIO to Customer, but always excluding use and/or combination of such Product with other Products or components. This infringement indemnity does not apply to (a) claims that arose based on Customer's failure to comply with the Agreement, (b) claims that arose based on Customer's failure to acquire any applicable additional intellectual property right related to Customer's use of the Products, (c) Product that BIOLEGIO manufactured, assembled or labeled in reliance upon Customer's instructions, specifications or directions, (d) Customer use or resale of Product, (e) modifications made by Customer or any third Party, or (f) Product originating from third Parties.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

THIS INDEMNITY IS BIOLEGIO'S ONLY LIABILITY TO CUSTOMER AND, SUBJECT TO ARTICLE 19.2 OF THESE TERMS AND CONDITIONS, CUSTOMER'S ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHT BY OR IN CONNECTION WITH ANY PRODUCT.

17.3. As a condition to BIOLEGIO indemnification obligations Customer must (a) notify BIOLEGIO in writing in the case of any claim arising, (b) not admit any liability or take any action in connection with the claim that could have an effect on the defense, (c) allow BIOLEGIO to solely control the defense or settlement of the claim, (d) give BIOLEGIO information, co-operation and assistance, and (e) diligently take reasonable steps to mitigate losses incurred, including allowing BIOLEGIO to exercise any and all options outlined in Article 19.2.

18. LIABILITY

18.1. BIOLEGIO liability on account of a liable failing in the fulfilment of the Agreement or for any other reason, including any fulfilment of a Warranty undertaking agreed between Parties, is limited to the reimbursement of direct losses to a maximum sum of the Product or Services Price stipulated in the Agreement. If the Agreement is primarily a term Agreement with a term of more than one (1) year, the Price stated in the Agreement shall be deemed to be the total reimbursement for one (1) year. Any reimbursement will be exclusive of VAT.

18.2. In no case shall the total liability of BIOLEGIO for direct losses, for whatsoever reason, amount to more than € 500,000 (five hundred thousand euros).

18.3. BIOLEGIO liability for losses for death, physical injury or material damage to items shall in total never amount to more than € 500,000 (five hundred thousand euros).

18.4. Regardless of the provisions under Articles 18.2 and 18.3, BIOLEGIO liability is limited to the amount paid out or covered by its insurance.

19. INTELLECTUAL PROPERTY



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

19.1. As between Customer and BIOLEGIO, all intellectual property rights relative to BIOLEGIO Products and Services, are exclusively owned by BIOLEGIO. Unless stated otherwise by BIOLEGIO, sale of Product to Customer only grants Customer a limited, non-transferable right under intellectual property, to use the Product or Services purchase from BIOLEGIO for Customer internal research purposes. No right to transfer, distribute or resell BIOLEGIO Product or its components is granted explicitly or by implication. Unless permitted by BIOLEGIO in writing, Customer will not modify, change, remove, cover or otherwise conceal any of our brands or trademarks on BIOLEGIO Product. Nothing in the Agreement limits BIOLEGIO's ability to enforce its intellectual property rights.

19.2. In the event of a Product or Service that is believed to possibly be subject to a claim for intellectual property infringement, Customer must allow BIOLEGIO at its discretion to either (a) secure the right for Customer to continue using the Product, (b) replace the Product with another suitable Product with similar functionality, or (c) refund the invoiced Price after Customer being requested to return the Product.

20. CONFIDENTIALITY

20.1. Each Party shall use information of a proprietary or sensitive nature that is not readily available through sources in the public domain ("Confidential Information") of the other Party only for purposes of the Agreement, including any commercial information (including Offers, Quotations or Price Agreements, without limitation), instructions, or Product or Service specifications (including, but not limited to gene or oligo sequences, reagents or any component used) provided by BIOLEGIO to Customer. Otherwise, except as may be required by law, neither Party shall use, publish nor disclose, or cause anyone else to use, publish or disclose, any Confidential Information of the other Party.

20.2. The restrictions on disclosure and use hereunder shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the Party receiving the Confidential Information pursuant to the Agreement, (b) was made available to other third persons on a non-confidential basis by the disclosing Party prior to the execution of this Agreement, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, regulations, including securities and other disclosure law, subpoena or court order to be disclosed.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

20.3. The provisions of Article 20 shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

21. UNCONTROLLABLE CIRCUMSTANCES (“FORCE MAJEURE”)

21.1. The timely performance of either Party will be excused, except any obligations to pay any amounts then owed to the other Party hereunder, and shall not constitute a breach or grounds for termination or prejudice of any rights hereunder if the delay of the performance is the result of a Force Majeure event (Article 8.11); provided that such Party shall promptly provide written notice of such delay and the reason therefore to the other Party, shall use its reasonable efforts to limit or resolve the cause of the Force Majeure, and shall resume performance immediately after the cause of the delay is removed.

22. GOVERNING LAW AND ARBITRATION

22.1. The Agreement and Terms and Conditions shall be governed by and construed in accordance with Dutch law.

22.2. Disputes, claims or causes of action arising from an Agreement concluded between BIOLEGIO and Customer shall be presented to the jurisdiction of the competent courts of The Netherlands. All claims under this Agreement which cannot be amicably settled shall be submitted to binding arbitration as set forth below.

22.3. Prior to arbitration, Parties shall seek informal resolution of disputes. The process shall be initiated with written notice of one Party to the other, describing the dispute with reasonable particularity. The other Party shall respond within ten (10) calendar days. Each Party shall promptly designate an executive with requisite authority to resolve the dispute, and the first meeting shall occur within 10 calendar days from the response described above. If the dispute is not resolved within 10 calendar days of the first meeting, either Party may proceed to arbitration as set forth below.

22.4. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of The International Court of Arbitration, part of the International Chamber of



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

Commerce (ICC), by one or more arbitrators appointed in accordance with the said Rules, except where those rules are intentionally varied by the Parties herein or pursuant to mutual agreement.

22.5. The Parties expressly agree that the arbitration shall be conducted in The Hague (Den Haag), The Netherlands, in the English language, and under Dutch law, unless Parties mutually agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than The Hague or that the laws of a country other than The Netherlands governs.

22.6. To the extent permitted by applicable law, the prevailing Party shall be entitled to a reimbursement of all of its reasonable attorney fees and arbitration costs by the other Party.

23. TERMINATION FOR INSOLVENCY OR BANKRUPTCY

23.1. Either Party may, in addition to any other remedies available to it by law or in equity, terminate the Agreement by written notice to the other Party in the event the other Party shall become insolvent, make an assignment for the benefit of its creditors, or have any case or proceeding voluntarily initiated by or commenced against or other action taken by or against it in bankruptcy or seeking reorganization, liquidation, dissolution of winding-up or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, and any such event shall have continued for sixty (60) days undismissed, unbonded and undischarged.

24. ELECTRONIC COMMERCE

24.1. This Agreement will govern Customer's purchases from BIOLEGIO of Products made through electronic business to business solutions, including but not limited to electronic ordering systems (collectively "B2B" or "eProcurement"). The Parties will reasonably cooperate to establish B2B or eProcurement systems to facilitate direct shopping, sales and payment transactions between the Parties.

24.2. This Agreement will also govern Customer purchases through the BIOLEGIO webshop ("Web Shop"). In the event of a conflict of terms contained in the BIOLEGIO Terms and Conditions of Web Shop, the BIOLEGIO Terms and Conditions of Sale and Delivery take precedence.



Biolegio B.V.

P.O. Box 91 | 6500 AB Nijmegen | The Netherlands

Tel. +31 (0)24 3586885 | Fax. +31 (0)24 358 0259

info@biolegio.com

VAT#: NL822517243.B01

Rabobank Nijmegen: NL62RABO 0395045630

25. WAIVER

25.1. Any failure by BIOLEGIO to exercise any rights under the Agreement is not a waiver of BIOLEGIO's rights to damages for Customer breach of contract and is not a waiver of any subsequent breach. If any Article, provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, these will not affect any other provision of the Agreement. No other entity than Customer or BIOLEGIO will have any rights under the Agreement.

26. NOTICES AND WRITINGS

26.1. Any notice or other means of communication required or permitted under the Terms and Conditions of this Agreement must be in writing and will be deemed received when either personally delivered (this includes, but is not limited to addressee's personal email account), or three (3) business days after being sent by certified postal mail to a Party's specified address.

26.2. No waiver, consent, modification, amendment or change to the Terms and Conditions of the Agreement will be binding unless in writing and signed by both duly authorized representatives of Customer and BIOLEGIO, BIOLEGIO failure to object to Terms and Conditions contained in any subsequent communication from Customer will not be a waiver or modification of the Agreement.

27. SEVERABILITY

27.1. Any provision of the Agreement which is prohibited or which is held to be unenforceable or to be void, without in any way affecting the remaining parts of this Agreement shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of both BIOLEGIO and Customer hereto.

28. SURVIVAL

27.1. The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of the Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.