

## General terms and conditions of Pharmacelsus GmbH

### 1. General information

- (1) All contracts are subject exclusively to our terms and conditions (hereinafter: "T&Cs"); we do not recognise conditions stipulated by the customer conflicting with or otherwise different from our T&Cs unless we have expressly confirmed our acceptance thereof in writing. Our T&Cs shall apply even if we fulfil our contractual duty, without reservation, in the awareness of the conditions stipulated by the customer conflicting with or otherwise different from our T&Cs.
- (2) These T&Cs shall apply only to business enterprises (Section 310, Para. 1, 14 of the German Civil Code (BGB)), legal persons under public law or public fund assets.
- (3) All agreements that are concluded between the customer and us for the purpose of amending or fulfilling this contract must be set out in writing. This also applies to supplements to agreements. This written form requirement may only be repealed in writing in individual cases.
- (4) Our T&Cs shall also apply for all future business transactions with the customer.
- (5) Pharmacelsus GmbH processes personal data, if required, for the purpose of carrying out the order. The personal data includes the name and business contact details of the customer's contact persons. This data is processed exclusively for the purpose specified and used for completing the order, preparing invoices and transmitting results and reports. You can find more detailed information on this in our info sheet on data collection from customers and the privacy policy on our website.
- (6) Our registered office shall be the sole place of jurisdiction. However, we shall also be entitled to bring action against the customer at the place of their legal domicile.
- (7) Unless otherwise mentioned in the contract, our registered office shall be the place of performance for all deliveries and services arising from this contract.
- (8) The contract is subject to German substantive law. The UN Convention on the International Sale of Goods is excluded.

### 2. Offer and acceptance

- (1) Unless otherwise stated in a specific offer, our offers are always subject to change.
- (2) Documents supplied prior to the offer, such as advertising brochures, are subordinate to the description of the goods and services contained in our offer unless expressly defined as binding and prior-ranking. In the event of discrepancies between the description of goods and services contained in the offer and the documents mentioned, the former shall prevail.
- (3) If the customer's order qualifies as an offer as per Section 145 of the BGB, we may accept this offer within two weeks unless a shorter or longer commitment period has been agreed upon in writing.
- (4) An order shall be considered accepted only when it is confirmed by us in writing or we begin with its execution.

### **3. Confidentiality**

Unless otherwise agreed upon in writing, both parties must mutually maintain confidentiality of all information that they receive in relation to the performance of the services agreed upon, and which is verifiably not obtained by the receiving party by other means, provided that the disclosure of this information is not called for by legal or statutory provisions. Both parties must take care that information deemed "confidential" is used only by only authorised persons for the purpose intended and then destroyed or returned upon the request of the other party, unless otherwise required by the applicable laws and regulations. An archive copy can be kept for future substantiation. Press releases and academic publications containing information that must be kept secret shall require the prior written consent of the other party.

### **4. Prices and payment conditions**

- (1) The prices agreed upon in the orders shall apply for our services. All prices are exclusive of shipping costs ex our registered office, unless otherwise agreed upon in writing; costs for rush and express orders as well as special packaging must be paid separately. The statutory VAT is not included in our prices; the statutory amount will be displayed separately in the invoice on the date of invoicing. The prices are duty unpaid.
- (2) The customer must, at the latest upon ordering the services, inform us about the laws, provisions, regulations and regulatory requirements that apply to the place of destination that refer to executing the services, handling, labelling, packaging, shipping and the measures aimed at preventing diseases and accidents. If, as a result, additional costs are incurred with respect to the standard provisions for services at our registered office, these costs must be specified accordingly with proof in the invoice and paid by the customer.
- (3) Provided that no other agreements are made, the payment must be made without delay within 14 days after receipt of the invoice. If the customer is in default of payment, Section 288 of the BGB shall apply; we reserve the right to claim further damages.
- (4) All our receivables shall be due immediately if the customer does not fulfil the payment conditions or circumstances come to our knowledge such as are apt to reduce the credit worthiness of the customer. Here too, we shall be entitled to perform outstanding services only against advance payment or demand adequate security, withdraw from this contract following a reasonable notice period, and, where the client is at fault, claim damages in lieu of performance.
- (5) The customer shall only have the rights of set-off if their counterclaims have been found to be legally valid, are uncontested or accepted by us. This shall not apply to damage claims arising from the existing contract. Otherwise, the customer shall be entitled to exercise their right of retention under the aforementioned provisions insofar as their counterclaim is based on the same contractual relationship.

## **5. Periods and deadlines**

- (1) The periods and deadlines shall be binding only when they are expressly agreed upon in individual cases. The period for performing the service shall begin on the date of our order confirmation, however not before all the details of the order have been clarified (methods of inspection, reference substances, materials to be provided, etc.).
- (2) The dates and deadlines shall be considered fulfilled upon timely notice of readiness of dispatch if the goods cannot be dispatched on time through no fault of ours.
- (3) The period agreed upon for performing our service shall be extended - regardless of our rights resulting from a delay of the customer and our right to withdrawal as per the statutory provisions - by the period in which the customer is in default of their obligations arising from this or another order. This shall apply correspondingly when a deadline for performing the service is agreed upon.
- (4) If we default in performing a service, the customer must give us a reasonable grace period and may withdraw from the contract at the end of that period; it is not necessary to set a deadline if we finally and firmly refuse performance or in the event of special circumstances due to which it is not possible for the customer to set a deadline.
- (5) Damage claims owing to noncompliance with binding periods and deadlines or other delays are excluded unless the damage has been caused intentionally or due to negligence by us; in the event of delay caused by slight delay, we shall only be liable for foreseeable damages typical of this contract.

## **6. Default in service**

Incidents of force majeure shall entitle us to postpone the service by the duration of the hindrance and a reasonable run-up period or withdraw from the contract if part of the contract has not been fulfilled. Force majeure includes strikes, lock-outs and other circumstances for which we are not answerable that make it very difficult or impossible to perform the service, such as fire, damage to machinery, lack of raw material, obstruction of routes, etc., regardless of whether these circumstances occur with us, our suppliers or other subcontractors. We shall inform the customer as soon we can after we come to know of such circumstances. The customer can request clarification from us about whether we wish to withdraw or deliver within a reasonable period. If we do not provide clarification, the customer can withdraw their order.

## **7. Damage claim owing to non-acceptance without reason**

If the customer cancels the order without reason or does not accept the service within the agreed period or a reasonable period fixed in the notification of readiness for dispatch, we can withdraw from the contract and claim damages.

## **8. Rights and duties of the customer**

- (1) The customer must specify the exact regulations for packaging and labelling the samples.
- (2) The customer shall be responsible for storing and archiving the results or reports after the services have been performed. Our duties to store and archive shall be determined by the relevant applicable statutory regulations.
- (3) We shall grant the customer access to the laboratories in which the order is being carried out, if the customer sends us a written application beforehand. Regarding quality assurance and the preparation and performance of inspections by the relevant authorities, we shall work together with the customer. If this cooperation with the customer has been specified in a quality assurance agreement, this agreement shall have precedence.

- (4) Unless otherwise agreed in writing, we reserve the right to hire third parties to perform services or hire subcontractors, who are named accordingly in our offer.
- (5) We have a duty towards the customer to perform the services with care and in a professional manner in accordance with the usual industry standards, applicable professional standards and our quality management system. Upon the request of the customer, we shall inform them about the approvals of the relevant authorities on the date of the conclusion of contract; in addition, we would like to refer to the information shared on our website for the relevant approvals.
- (6) The customer may terminate the service contract at any time. If the customer gives notice of termination, we shall be entitled to pro-rata remuneration for the services performed before the notice of termination was given. This shall also apply if the service contract is terminated by either us or the customer for an important reason without giving notice. The notice of termination must be made in writing in order to be effective.

### **9. Intellectual property**

Unless otherwise agreed in writing, all results and the measurement values, analyses, data, laboratory and process documents, etc. representing these results regarding the service performed specially for the customer shall be the sole property of the customer at no additional cost after the full payment of the agreed price.

Regardless of the previous sentence, the customer acknowledges that we own certain intellectual property, including findings, processes, know-how, trade secrets, improvements, technology, copyright, trademarks or other intellectual property, other assets, which include analytical methods, processes and techniques, procedure manuals, employee data, expertise on computer technology, computer programmes or codes and computer software, that have been developed by us independently and concern our business or company. The customer acknowledges that our entire intellectual property and its improvements that are used, improved, modified or developed by us while performing the contract are our sole and exclusive property.

### **10. Defaults in performance and liability**

- (1) If the service is not performed by us as per the contract and we are responsible for this, we shall be obliged to perform the service all fully or in parts for the customer within a reasonable period as per the contract at no additional cost unless this requires an unreasonable amount of effort. This obligation shall apply, unless otherwise agreed upon in writing, only if the customer sends a complaint about the default in performance in writing and without delay, however no later than two weeks after they come to know about the performance contrary to the contract.
- (2) If the service is performed contrary to the contract through no fault of ours, and we are not able to perform the service as per the contract even within the additional period fixed by the customer under provision (1) for reasons for which we are responsible, the customer shall be entitled to terminate the contract without notice or demand a reduction in the purchase price. In this case, we may claim remuneration for the services performed until the termination becomes effective.

This claim shall not apply for services that the customer states are not useful or of interest for them.

- (3) If we are not responsible for service performed contrary to the contract, we shall offer to perform the service to the customer in accordance with the contract within the scope of our possibilities. If the customer accepts this offer, we shall claim to the necessary cost and proven costs related to this.
- (4) Provided that nothing else arises from provision (5) below, all further claims of the customer, regardless of their legal grounds, are excluded. We are therefore not liable for damages that do not affect the result of our service; in particular, we are not liable for lost profits or other financial losses of the customer.
- (5) If the damage is caused by intentional or gross negligence or affects life, body or health, we shall be liable as per the statutory provisions. In the event of a slightly negligent breach of an important contractual duty (cardinal duty) whose fulfilment is essential for due implementation of the contract or whose breach will put the achievement of the contractual purpose at risk, and whose fulfilment the customer can regularly rely on, the liability shall be limited to damage typical of the contract; in other respects, liability is excluded as under (4).
- (6) The limitation period for the customer's claims arising from faults with services is one year from the date on which the results of the service are handed over to the customer. The period of limitation for the customer's claims for damages and reimbursement within the meaning of this section is also one year. In the event of an intentional or grossly negligent breach of duty, fraud or in the event of damage caused to life, body or health, the statutory limitation period shall remain in effect.

#### **11. Severability clause**

Should one of the provisions of this contract be or become invalid, this shall not affect the effectiveness of the other provisions. If a provision in the individually agreed part of the contract is ineffective, the contracting parties must replace the ineffective provision with an effective one that is as close as possible to the purpose of the ineffective provision. The same shall apply if there is an omission in the contract.

#### **12. Language**

Our T&Cs are available in German and English. In case of deviations, the German version shall take precedence.