

## 1. Definitions

The terms and expressions used in these General Terms and Conditions ("GTC") are defined below (other terms might be defined in other Sections of these GTC):

- **Affiliate:** Any company or individual who controls, is controlled by or is under common control with any Party. "Control" shall mean the direct and/or indirect ownership of at least fifty percent (50%) of the voting stock of an entity or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, as applicable.
- **Biokit:** Biokit, S.A., a Spanish company with registered office at Can Male, s/n, 08186 Lliçà d'Amunt Barcelona, Spain, with tax identification number A-08336018.
- **Confidential Information:** Any information of any Party disclosed under the framework of the contractual relationship between the Parties and confidential by nature and/or marked as "confidential" (including, but not limited to, trade secrets).
- **Customer:** The entity that purchases the Products and/or receives the Services.
- **Force Majeure:** Any event causing fire, flood, earthquakes, war (declared or undeclared), terrorism, embargoes, blockades, legal restrictions, riots, strikes, insurrections, pandemics, epidemics, interruption of transport, lack of raw material, or any cause beyond the control of Biokit or its Affiliates to the extent and for the period that such situation continues.
- **IP Rights:** Patents, trademarks, utility models, trade-names and domain names of any level (whether or not trademarks), works of authorship, expressions, designs and design registrations, wrappings or bundles, packaging, labels, marketing materials, references relating to the name, characteristics and composition of the Products and/or Services (whether or not copyrightable), including copyright, and all other rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of any of the foregoing rights, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of such rights, or forms of protection pursuant to the laws applicable now or in the future in any part of the world.
- **Particular Conditions:** The terms and conditions applicable between the Parties when they have been included in a Purchase Order Confirmation and/or, if applicable, in any written agreement entered into between Biokit and the Customer in relation to the supply of Products and/or the provision of Services.
- **Parties:** Biokit and the Customer jointly referred, and any of them on an individual basis, referred as a "Party".
- **Products:** The products, raw materials, goods, deliverables and/or any other materials supplied by Biokit to Customer.
- **Purchase Order:** The purchase order submitted by Customer to Biokit in writing by any means of electronic data transmission for the supply of Products and/or rendering of Services.
- **Purchase Order Confirmation:** The written confirmation issued by Biokit regarding the Purchase Order submitted by the Customer which contains the Products and Services to be supplied.
- **Services:** The Services provided by Biokit to Customer.
- **Trade Secrets:** All technical or trade information and know-how, formulae, as well as non-publicly known inventions, improvements, discoveries, data and technologies discovered or developed by Biokit, its Affiliates or for Biokit or its Affiliates by a third party, and owned by or licensed to Biokit or its Affiliates, relating to the Products and/or Services, their packaging, presentation, distribution or production and relating to any aspect of Biokit or its Affiliates development or manufacturing process, including but not limited to development and manufacturing protocols and procedures, validation protocols and procedures, standards, quality system procedures and control testing, without restriction on dissemination, whether patented, patentable or not, together with any oral or written advice related thereto.

## 2. Scope

These GTC shall govern the sale and delivery of Products and the provision of Services by Biokit, which shall be deemed accepted by Customer upon placing of a Purchase Order, by accepting the delivery of the Product or Service, or by its express acceptance by Customer.

In case of discrepancy or contradiction between the GTC and the Particular Conditions, the latter shall prevail.

Any divergent or supplementary terms and conditions of Customer will not apply to the sale of Products and/or rendering of Services (even if Biokit does not expressly object to such terms and conditions), unless expressly approved by Biokit in writing.

Biokit may amend these GTC at any time. An amendment is effective upon publishing of the GTC in BIOKIT website or upon notice to Customer by email or any other written correspondence. The Customer is deemed to have accepted the amended GTC if Customer fails to object by written notice within ten (10) business days upon the reception of notice of amendment of these GTC.

## 3. Ordering

Quotations of Biokit including price and payment conditions are submitted without any obligation for the Parties. An obligation to supply Products or Services only arises when: (i) a Purchase Order is submitted by Customer in the terms hereof; and (ii) a Purchase Order Confirmation is issued by Biokit. If Biokit does not issue a Purchase Order Confirmation within thirty (30) days as of receipt of the Purchase Order, the Purchase Order shall be deemed rejected.

Customer shall not be entitled to cancel or reschedule a Purchase Order Confirmation without Biokit's written consent, it being understood that Customer shall indemnify Biokit in full against all losses, costs and expenses incurred by Biokit as a result of the cancellation or rescheduling.

Pre-delivery samples will only be accepted if included on the Purchase Order Confirmation. In this event, Customer commits to have the results of the testing of such pre-delivery samples within thirty (30) days as from the date in which the relevant sample is received. After the elapse of this term, if the Products are not dispatched to Customer due to any cause not attributable to BIOKIT: (i) storage costs for such Products will be invoiced to Customer; and (ii) the entire cost of the Products (not only pre-delivery sample) shall be borne by Customer.

## 4. Delivery of Products

The Products shall be delivered according to the INCOTERMS of the International Chamber of Commerce in its 2020 version as indicated in the Particular Conditions and at the location specified in the Purchase Order Confirmation ("**Delivery Point**"). Delivery is completed when Biokit makes available the Products at the Delivery Point, at which time risk and title to the Products will pass to the Customer.

Times and/or terms of delivery are estimates only and shall only be binding in individual cases if confirmed in writing by Biokit. Biokit shall not be liable in any way whatsoever for the consequences of any delay in the supply of the Products.

If Customer fails to take delivery of the Products at the agreed delivery date, Biokit shall store the Products supplied in accordance with the Purchase Order Confirmation until delivery takes place and charge Customer for all related costs and expenses.

## 5. Inspection and Acceptance of Products and/or Services

The Customer has the obligation to inspect the Products and/or Services made available upon receipt. The Customer must inform Biokit in writing within thirty (30) days following the date in which the Products and/or Services are made available to Customer, if any Products or Services: (i) do not conform to the Purchase Order Confirmation due to any difference and/or shortage/excess in quantity of any delivery of the Products or Services and/or (ii) they show visible obvious defects ("**Non-Accepted Products or Services**"). Otherwise, the delivery of Products and/or Services shall be deemed to have been accepted by Customer.

Should Biokit receive a communication of Non-Accepted Products or Services, Biokit shall be entitled to inspect and test the relevant Products or Services and at its sole discretion, if it deems a rectification of defects or a substitutive delivery is due, Biokit will elect to: (i) remedy the defects at its own cost; (ii) replace free-of-charge the affected Products (or any of its parts) or Services; or (iii) refund

the purchase price of the Non-Accepted Products or Services. Biokit's liability contained in this Section 5 is the sole remedy available to Customer for Non-Accepted Products or Services.

**6. Purchase price and payment conditions**

Purchase price of the Products and Services established in the Purchase Order Confirmation are exclusive of any applicable VAT or any other taxes.

Unless otherwise agreed in the Particular Conditions, payment of the purchase price shall be made by Customer within thirty (30) days after the date of issuance of the invoice. All payments made by Customer to Biokit shall be in EURO to the bank account designated by Biokit in the corresponding invoice. Any delay in the payment from Customer may result in interest being billed at the Spanish legal interest rate, as published by the relevant governmental authority, plus 8 percentage points. Any payment delay also entitles Biokit to refuse to supply any Product or provide any further Service under these GTC or under any Particular Conditions, without Biokit incurring any liability whatsoever.

Biokit will be entitled to review its prices for the Products and/or Services at any time.

**7. Subcontractors**

Biokit is entitled to engage subcontractors to manufacture some or part of the Products or render some or part of the Services, provided Biokit shall be held liable for the acts of such subcontractors.

**8. Warranties**

*Warranties:* Biokit warrants that the Products (i) will be free from defects in materials and workmanship under normal use and regular service and conditions for the Warranty Period as defined below and (ii) that they are in conformity with their respective Purchase Order Confirmation, specifications, and applicable laws.

*Non-warranted Products:* Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Customer "as is" with no warranties of any kind.

*Conditions on the Warranties:* The Warranties will not apply if Products do not conform as warranted due to the following facts: (i) the Products have been subject to inappropriate or improper use, transportation, storage, faulty assembly, installation or operation, insufficient maintenance and/or the use of inappropriate accessories or spare parts, and natural abrasion and/or (ii) the Products are non-conforming due to normal tear and wear; (iii) there is a lack of discontinuation in the use of Products after the non-conformity has or should have been acknowledged; (iv) the non-conformity has been remedied under Section 5; and/or (v) there is any negligence or willful misconduct on Customer's side.

*Warranty Period:* Customer shall claim in writing for breach of Warranties on or before: (i) the shelf-life period included in the Product specifications; and/or (ii) three (3) months after the issuance of the invoice for the relevant Service.

*Remedies:* Biokit's sole liability for breach of the Warranties (therefore, Section 9 is not applicable) shall be, at Biokit's option: (i) the remedy of the defects at its own cost; (ii) the replacement free-of-charge of the affected non-conforming Products (or any of its parts) or Services; or (iii) the refund of the purchase price relating to such non-conforming Products or Services.

Biokit expressly disclaims any representations and warranties regarding the performance, safety and efficacy of the Products in combination with any other component. To the extent allowed by applicable law, Biokit disclaims all other warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, and/or non-infringement of third parties rights.

**9. Indemnification for breach of these GTC**

Biokit shall indemnify, defend and hold Customer harmless from and against all liabilities, costs, expenses, damages and direct losses incurred or suffered by it: (i) directly caused by Biokit's breach of these GTC (other than delivery of Non-Accepted Products or Services or breach of Warranties); and/or (ii) from any third party claims alleging bodily injury, death or direct damage to tangible property. The above shall operate only if such damages are directly caused by Biokit's gross negligence or willful misconduct in performing its obligations under these GTC and provided that Biokit is given prompt written notice, the opportunity to mitigate the damage, and to control its defense of the claim and/or its settlement.

**10. Limitation of liability of Biokit**

Under no circumstances shall Biokit be liable, either based in contract, tort (extra-contractual), indemnity or any other legal basis for: consequential damages, indirect losses of whatever nature, collateral, incidental, claims arising from Customers' third-party contracts or for any other loss or cost of a similar type (including but not limited to lost profits, loss of use, revenue, savings, interest, goodwill or opportunity, loss of information and data) or in the event Biokit is not able to fulfill its obligations under these GTC due to Force Majeur.

Biokit's liability under these GTC is limited to a term of twelve (12) months after the occurrence of the damage, and to the extent that limitation is permitted by law, Biokit's liability to Customer is limited to the lower of the following amounts: (i) the actual purchase price received by Biokit for the Products or Services that gave rise to the claim; or (ii) the amount of the invoiced Products during the previous twelve (12) months term giving rise to the claim.

The exclusions and limitations of this Section will not apply to damages for personal injury or death, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law. Biokit's limitations of liability are effective even if Biokit has been advised of the possibility of such damages.

**11. Compliance with laws and Werfen Code of Ethics**

The Parties agree to comply with all applicable laws and regulations, including, but not limited to, those relating to the manufacture, purchase, sale, resale, export, import, transfer, rendering, assignment or use of the Products and/or Services.

The Customer acknowledges that it has been informed by Biokit of the existence of the Werfen Code of Ethics ("Code of Ethics" available at: <https://international.werfen.com/werfen/code-of-ethics.aspx>). The Customer represents and warrants that its business conduct (and that of any of its Affiliates or its respective directors, officers, shareholders, employees, subcontractors, related parties and/or representatives) will be proper and lawful according to such Code of Ethics and applicable regulations.

Customer undertakes to comply with the UN Global Compact Ten Principles (available at: <https://www.unglobalcompact.org/what-is-gc/mission/principles>) related to Human Rights, Labor, Environment, and Anti-Corruption.

The Customer nor any of Customer's employees or agents will (i) give anything of value, directly or indirectly, to any government official or political candidate in order to obtain or retain any business; and (ii) give to or receive from any government official any type of kickback, bribe, rebate or other illegal consideration.

Customer does not know or suspects that (i) the monies used to fund the Products and/or Services have been or will be derived from or related to any illegal activities, including but not limited to, any anti-money laundering laws; (ii) any person on the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) sanctions lists, including its Specially Designated Nationals And Blocked Persons (SDN) List, or that is otherwise subject to any international sanctions, has any direct or indirect interest in the monies used to purchase the Products and/or Services, (iii) Customer is financing any illegal activities, and (iv) Customer is itself subject to any international sanctions, and is not directly or indirectly owned or controlled by any person or entity subject to any international sanctions.

## 12. Trade Secrets and IP Rights

All Trade Secrets and IP Rights are and shall remain the exclusive property of Biokit (or, where applicable, the third-party licensor from whom Biokit derives the right to use them) and these GTC shall not restrict in any way whatsoever its use by Biokit and its Affiliates.

Customer will not be able, without the prior written approval of Biokit, to use the Trade Secrets nor the IP Rights for a term or purposes other than those provided for in the Particular Conditions, and/or these GTC.

Customer shall not, and shall ensure that its customers, Affiliates or any related parties agree to not, attempt to reverse engineer or otherwise perform any compositional, structural, functional or other analysis directed to learning the methodology, formulae, sequences, processes, make-up or production of any of the Products or portions thereof.

## 13. Severability and waiver

If a court finds any provision of these GTC invalid or unenforceable, the remaining provisions of these GTC shall be interpreted so as best to affect the intent of the Parties.

The failure to exercise any right provided in these GTC shall not be a waiver of prior or subsequent rights.

## 14. Confidentiality

Confidential Information shall be the sole and exclusive property of the disclosing Party ("**Disclosing Party**").

The Parties agree that any Confidential Information shall be provided and/or returned to the Disclosing party at the termination or expiration of the commercial relationship upon written request, and shall not be disclosed by the receiving Party ("**Receiving Party**") to any third party, nor used by the Receiving Party other than in direct connection with the commercial relationship existing between the Parties, only for its own internal use. This Section shall survive for an indefinite period following the termination or expiration of the commercial relationship.

The Parties shall not disclose the existence, the nature or the contents of any Particular Conditions or any other business information in relation with their relationship unless the prior written consent of the other Party.

## 15. Data Protection

The Parties undertake to comply with applicable personal data regulations (including the European Data Protection Regulation (GDPR) and any national data protection regulations). Personal data provided by Customer in the execution of these GTC will be processed by Biokit, as controller, for the provision of Products or Services and for compliance of legal obligations.

Personal data will be kept during the provision of Products and Services and for the time necessary to comply with legal obligations and to resolve disputes. Personal data will not be transferred to any third party, except to service providers acting as data processors or in case of legal obligation. International transfers are not foreseen, however, should it be the case, it will only take place if the country of destination offers an adequate level of protection, or if there are adequate guarantees for the protection of personal data. Interested parties may exercise their rights of access, rectification, deletion, portability and limitation or opposition by sending a written notification to DPO-Biokit@werfen.com.

## 16. Governing Law and Jurisdiction

These GTC shall be governed by and construed in accordance with the laws of Spain without reference to principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GTC and is hereby expressly excluded.

The Parties, expressly renouncing to any other legal forum which may correspond to them, agree that any disputes arising from the interpretation or execution of these GTC or of any other additional

document which may develop or complement them, shall be submitted to the exclusive jurisdiction of the judges and courts of the city of Barcelona (Spain).