GENERAL TERMS AND CONDITIONS OF PURCHASE

A.
General

1. Scope

1.1. These general terms and conditions of purchase (the "**GTP**") govern the contractual relationships between:

- any legal entity (a) that is indicated/ identified in the Agreement (as defined below), on the Order (as defined below) or the Offer (as defined below) to which these GTP are appended and (b) in respect of which Eurofins Scientific SE, existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 23, Val Fleuri, L-1526 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B167775, has direct or indirect Control, including its Subsidiaries, Affiliates and/or other companies forming a group of companies with Eurofins Scientific SE, it being understood that Eurofins Scientific SE is expressly excluded from the scope of these GTPs ("**Eurofins**"); and
- its suppliers and/or service providers that are indicated / identified in the Agreement, on the Order or the Offer (individually the "**Supplier**"). (Eurofins and Supplier, individually the "**Party**" and jointly the "**Parties**").

1.2. This section A of the GTP applies (i) to any and all purchase of goods and/or equipment (the "**Products**") from the Supplier by Eurofins and/or (ii) to any and all provision of services (the "**Services**") by the Supplier to Eurofins and/ or (iii) to any and all licensing of software (the "**Software**" and collectively together with the Services and the Products, hereafter defined as the "**Articles**").

1.3. Sections B, C and D of this GTP provide specifications for the purchase of Products, the provision of Services, and the licensing or provision of Software Articles.

1.4. For the purposes of clause 1.1, the capitalised terms have the following meanings:

- **Affiliate** means with respect to a legal entity, any other legal entity which is from time to time a direct or indirect Subsidiary or a Holding Company or a direct or indirect Subsidiary, legal entity under common Control, or Holding Company of any such Holding Company, excluding for the avoidance of all doubt Eurofins Scientific SE;
- **Control** means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: (i) directly or indirectly, also through one or more Affiliates, by means of the holding of shares, or the exercise of voting powers, in relation to that or any other body corporate; or (ii) by virtue of any powers conferred by the constitutional, corporate, contractual or any other documents regulating that or any other body corporate;
- **Holding Company** means a company which Controls another company;
- **Subsidiary** means a company in respect of which another company has Control;

2. Essential conditions / Conclusion

2.1. These GTP are incorporated into and made an essential part of every contractual relationship between Eurofins and the Supplier regarding the Articles (the "**Agreement**").

2.2. Eurofins can issue an official purchase order to the Supplier, setting out Eurofins' requirements and any other documents or frame-agreements specified in the order (the "**Order**"). The Agreement is concluded, and the Order shall become binding upon (i) the acceptance by the Supplier (in verbally or in writing) or (ii) on provision of Services, and/or (iii) the supply of the Products and or (iv) supply of Software whichever is the earlier point in time. The Order will include a copy of or a link to the webpage with these GTP and the Supplier shall be deemed to have agreed to these GTP upon (i) acceptance of the Order either verbally or in writing or (ii) supply or provision of the Articles, whichever is the earlier point in time.

2.3. The Supplier can issue an offer or a quotation regarding the Articles (the "**Offer**"). The Agreement is concluded upon the acceptance by Eurofins. The acceptance can take the form of: (i) an Order, (ii) a quotation accepted in writing by an authorised representative of Eurofins, or (iii) a contract signed by an authorised representative of Eurofins. Either way, the expression of consent regarding the acceptance by Eurofins must be in writing, unless otherwise agreed in writing, and will include a copy of or a link to the webpage with these GTP. For the avoidance of doubt, no work shall be commenced until an Offer is expressively accepted in writing by Eurofins. The Supplier shall be deemed to have agreed to these GTP

upon (i) acceptance of the Order either verbally or in writing or (ii) supply or provision of the Articles, whichever is the earlier point in time.

2.4. Eurofins hereby explicitly refuses to accept the application of any general [or specific] terms and conditions of the Supplier, unless otherwise agreed in writing by the Parties. By accepting and/or executing and/or performing any Agreement, Order or Offer, the Supplier is agreeing without reservation to these GTP as they are once mentioned on the respective document or verbally expressed. Eurofins' failure to object to conflicting, contrary or additional terms and conditions shall not be deemed as an acceptance by Eurofins of such terms and conditions or a waiver of the provisions hereof. If there is found to be any conflict on terms and conditions, these GTP would have precedence.

3. Information

3.1. The Supplier shall be required to verify that the instructions and information contained in the Order or the Offer and their acceptance, including these GTP, comply with laws and regulations and best practices adopted within the Supplier's industry (the "**Information**"). In case of non-compliance, the Supplier will inform Eurofins.

3.2. All Information shall have been provided to Eurofins by the Supplier on the date of the conclusion of the Agreement, failing which, Eurofins will be entitled to claim for damages and/or according to its choice, automatically terminate the Agreement with immediate effect for the breach of this obligation by the Supplier or withdraw from the order.

4. Duration

4.1. Agreements may:

- be of instantaneous performance (the "Instantaneous Performance Agreements"); or
- provide for performance successively or in instalments (the "Successive Performance Agreements").

4.2. Successive Performance Agreements shall be for a term indicated explicitly in the Agreement between the Parties. The Successive Performance Agreements may be prolonged only by mutual agreement of the Parties.

5. Price / Invoicing / Payment

5.1. ***Prices and price adjustment***

5.1.1. Prices are fixed prices excluding value added tax ("**VAT**") or any comparable tax in the relevant jurisdiction.

5.1.2. No cost can be charged to Eurofins for quotations, samples, trial shipments and specimen materials.

5.1.3. Prices shall include all costs in relation to the execution of the Agreement as well as any applicable taxes and/or duties (other than VAT) and cover payment for all deliveries and services assigned to the Supplier (including notably the costs of preparing and packaging for shipment and the shipment costs).

5.1.4. Any additional costs of whatsoever nature require the prior written consent of Eurofins.

5.1.5. Unless otherwise agreed in writing by the Parties, no advance payment will be made by Eurofins.

5.1.6. Where the total price of the Articles depends on the time spent by the Supplier, the Supplier will offer its Articles under the form of either a non-revisable all-inclusive price or of a maximum number of hours or units at a non-revisable hourly rate or unit rate.

5.1.7. Without prejudice to the previous provisions, in the event the Supplier reduces or lowers its price for the Articles, Eurofins shall immediately benefit from price-cutting implemented by the Supplier prior to the Delivery Date (as defined below) of the Article.

5.1.8. If at any time during the Agreement, it comes to Eurofins' attention that a lower price was or is being charged by the Supplier, its affiliates or by any company related/associated to the Supplier worldwide, to any Affiliate of Eurofins or to a third party, for a similar or identical Article under similar or identical circumstances, this price will henceforth also apply to Eurofins, which shall be reflected in the next invoices.

5.1.9. Eurofins shall not be liable for any additional payment for variations of work to be done or Articles supplied in excess without a written request from Eurofins. Before an additional payment can be made, a complementary quotation or variation approved in writing by an authorised representative of Eurofins must be obtained.

5.1.10. No payment shall constitute any admission by Eurofins as to the proper performance by the Supplier of its obligations under the Agreement.

5.1.11. Without prejudice to other provisions of the GTP or the Agreement, changes of price, fees or rates as well as any change in the terms of payment (the "**Change**") shall only apply to Successive Performance Agreements as of the first of January of each year (the "**Effective Date**") provided that:

- the Supplier had informed Eurofins in writing of the proposed Change at least three (3) months prior

to the Effective Date; and

– Eurofins agrees to the Change prior to the Effective Date.

5.2. ***Invoices***

5.2.1. All invoices must be sent to Eurofins at the email address specified in the Agreement or Order, except as otherwise indicated in writing by Eurofins. Where required by applicable law, the Supplier shall also issue and transmit the invoice in electronic format, in accordance with the procedures and deadlines established by such law.

5.2.2. Unless otherwise agreed in writing by the Parties, invoices shall not be rendered by the Supplier until completion of delivery of Articles which are the subject of the Agreement.

5.2.3. Each invoice will, at minimum, mention an invoice number, invoice date, Supplier's registered name and business name/style (if any), Supplier's remittance address, Order number, description of the Products/Services/Software, quantity, unit price, total price, Eurofins' full legal name, Eurofins' VAT (or equivalent) number and the VAT (or equivalent) number of the Supplier, if any (or such other requirement as mandated by the law governing the Agreement, Order or Offer).

5.2.4. The Supplier acknowledges that invoices without an Order number cannot be processed by Eurofins and will not be considered validfor payment purposes. No payment shall be made in respect of invoices that do not reference a valid Order number, until corrected accordingly.

5.2.5. The Supplier agrees pursuant to the good faith principles to provide 10 working days' notice before placing any account on stop due to invoice dispute.

5.3. ***Payment***.

5.3.1. Payment shall be made within the term agreed from time to time and regulated by the relevant Agreement, Order or Offer. In the absence of a specific agreement, payment shall not be due earlier than sixty (60) days from the receipt of a valid invoice from the Supplier, within the meaning of clause A.5.2 above.

5.3.2. To the maximum extent allowed by the applicable law, Eurofins' records will constitute sufficient proof of such payment, unless the Supplier is able to provide evidence to the contrary.

5.3.3. The Supplier hereby accepts that Eurofins may offset any sums due from the Supplier to Eurofins against any sums Eurofins owes to the Supplier.

5.3.4. To the maximum extent allowed by the applicable law, Eurofins may also withhold any sums owed by Eurofins to the Supplier if Eurofins or its Affiliates has another claim against the Supplier, without such claim having to be related to the Agreement or the sums owed.

6. Delivery

6.1. The Articles shall be delivered or, in case of Services, performed on the date written in the Agreement (the "**Delivery Date**"). Timing will be of the essence in relation to the supply of the Articles and the Supplier's performance of obligations under the Agreement. When it comes to determining whether deliveries and services have been made or provided in a timely manner, the decisive point in time shall be the actual provision of the Articles. Changes to agreed dates and deadlines shall only be valid subject to Eurofins' written consent and do not contain any waiver of compensation claims.

6.2. All Articles are provided with and accompanied by all information and instructions necessary for proper and safe use, including all information, documents and instructions required under any applicable law or regulation, as the case may be.

6.3. Delivery of Articles will be performed by the means and company set out in the Agreement and the Order.

6.4. The Supplier shall immediately notify Eurofins, in writing, of any circumstances known or suspected that may cause a delay in delivery, stating the estimated period of delay.

6.5. In case of failure to deliver by the Delivery Date, Eurofins shall have the right but not the obligation to provide the Supplier with a reasonable cure period during which the Supplier can deliver the Articles unless extraordinary circumstances affecting the Supplier (such as impossibility of fulfilling its obligations) make such cure period dispensable or inapplicable.

6.6. During the non-fulfilment of the delivery by the Delivery Date or the revised delivery period, and in any case of failure to deliver by the Delivery Date or the revised delivery period, Eurofins is entitled to release itself from any obligation to accept and pay for all or part of the Articles, without limiting its other rights and remedies, including to purchase substitute Articles and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure to perform, in which case Eurofins may use express delivery courier services and the costs of such services shall be paid by the Supplier. A failure to deliver within the revised delivery period (or a failure to deliver by the Delivery Date, if revised delivery period is dispensable or inapplicable as mentioned by the first sentence of this clause) shall enable Eurofins to cancel

all or part of the Articles under the respective Agreement, in either case without prejudice to its other rights and remedies and to purchase substitute Articles and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure to perform.

6.7. Eurofins is responsible for preparing the destination facility in advance according to the specifications provided by and the schedule agreed with the Supplier upfront in writing. In case the Supplier notices deficiencies in Eurofins' preparation work, the Supplier shall notify Eurofins and provide additional specifications and requirements. The Supplier will not be responsible to the extent any delays are caused as a result of a failure from Eurofins to meet these specifications so long as such instructions are given with reasonable notice.

6.8. In the event that the Supplier or any of its representatives negligently or wilfully breaches the obligation to effect delivery of Articles on the Delivery Date:

6.8.1. The Supplier shall be obliged to pay to Eurofins liquidated damages of 1% of overdue contractual value per each week of delay. The amount of liquidated damages cannot exceed 12% (or any other statutory maximum % if applicable locally) of the contractual value. The liquidated damages payment represents a genuine pre-estimate of Eurofins' loss and does not impose a detriment on the Supplier which is disproportionate to the legitimate interests of Eurofins in the enforcement of the Supplier's obligation to effect delivery of the Articles on the Delivery Date and is without prejudice to the Supplier's obligation to fulfil its obligations under this Agreement if it is reasonably able to do so.

6.8.2. The defence/objection of continuation of offence is excluded for deliberate breaches of obligation. In the event of a continuing breach, each commenced week of such breach shall be deemed a separate breach. Any further claims for damages shall not be affected thereby. The liquidated damages paid pursuant to Clause A.6.8.1 are without prejudice to and shall be taken into account in case of damage compensation claims that may exist. The liquidated damages paid pursuant to Clause A.6.8.1 shall be the minimum amount of damages payable by the Supplier.

6.9. The Supplier is not entitled to make early and partial deliveries without prior written consent of Eurofins. If early and partial deliveries were nevertheless made without consent, at Eurofins' discretion such deliveries may be returned at the Supplier's risk and expense. Eurofins reserves the right to keep the Articles shipped ahead of schedule and make payment as if the delivery was made per the delivery schedule.

7. Insurance

7.1. The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that cover all the matters which are the subject of indemnities and liabilities under these GTP, including but not limited to:

7.1.1. public and product liability insurance with coverage of no less than EUR 20 million (or equivalent local amount) – unless a different amount is agreed in writing by the Parties, having regard to the Articles being supplied – per occurrence in relation to public liability, and per occurrence and in aggregate in relation to product liability;

7.1.2. professional indemnity insurance with coverage of no less than EUR 10 million (or equivalent local amount) – unless a different amount is agreed in writing by the Parties, having regard to the Articles being supplied – per claim where the Supplier is providing Services or advice; and

7.1.3. any other insurance reasonably required by Eurofins having regard to the Articles being supplied.

7.2. The Supplier shall provide Eurofins upon demand with any document evidencing the subscription to an insurance, especially an insurance covering the Articles until their delivery to the agreed place of delivery.

8. Transfer of title and transfer of risks

8.1. Unless otherwise provided in the Agreement, where applicable, title and all risk of loss, damage or destruction to the Articles shall only pass to Eurofins upon receipt by Eurofins of the Products, Software and/or at the completion of the performance of the Services at the agreed place of delivery or, in case of applicability of the provisions on works contracts, upon acceptance thereof by Eurofins (the "**Transfer of Title**").

8.2. If the Articles relate to the supply of machinery and other mechanical, electrical and electronic equipment and software, including related consulting and implementation services, the Supplier is obliged to perform the test of the Article upon installation (herein Site Acceptance Test "**SAT**" and Functional Acceptance Test "**FAT**"). The Supplier owns the equipment until the outcome of the test is positive, only then the Transfer of Title comes into effect. Notwithstanding the foregoing, Eurofins has the right to perform SAT and FAT tests inhouse in Supplier's representative presence.

9. Conformity

9.1. The Supplier warrants to Eurofins (the "**Warranty of Conformity**") that all Products and Software, including

the packaging and the labelling and any documents relating thereto (such as e.g. data safety sheets):

- conform to the Supplier's specifications, designs, drawings, samples, symbols or other description;
- conform to the specifications, drawings, samples, symbols or other description specified by Eurofins in the Agreement, if any;
- conform in all respects with the requirements of any applicable statutes, orders, regulations or by-laws from time to time in force (including but not limited to those relating to applicable consumer protection laws and applicable laws relating to sale and supply of goods), and bear the CE or UKCA or other local approval mark, whichever is applicable by law;
- are fit and suitable for the purpose intended;
- conform to the standards and guidelines which are relevant to the Products and/or Software and are applicable at the time of Order (including but not limited to those published by the governmental agencies or associations relevant to the Products and/or Software);
- be free and clean of all liens and encumbrances; and
- are free from any defects.

9.2. In the event of nonconforming Articles, Eurofins shall notify such nonconformity to the Supplier by any means of communication.

9.3. The Supplier shall within ten (10) calendar days from the receipt of the nonconformity notice, at Eurofins' choice, replace or repair at no cost to Eurofins all nonconforming Articles.

9.4. All risk and transportation charges for return of the nonconformity Articles as well as delivery of replacement Articles to Eurofins shall be borne by Supplier. The Supplier will reimburse Eurofins for all costs, expenses and damages incurred by Eurofins as a result of such nonconformity.

9.5. The Warranty of Conformity is in addition to all other warranties specified herein, and in particular the Additional Warranty (as defined hereinafter), or in the Agreement or implied by law and shall survive acceptance and payment.

9.6. If the Supplier fails to accept return or repair of nonconforming Articles or fails promptly to replace the nonconforming Articles, Eurofins, without limiting its other rights, may, at Supplier's expense, replace, correct or repair the nonconforming Articles itself or through a third party, without the need to assert any court authorisation if applicable, or terminate the Agreement and claim for the refund of the nonconforming Articles.

10. Foreign trade and payments law

10.1. The Supplier warrants that for the term of this Agreement, in relation to any applicable economic and trade sanctions imposed by the United Nations, the European Union, the United States of America, the United Kingdom or any other country, that:

- it is not the target of any applicable Economic Sanctions;
- to the best of its knowledge, it is not controlled or beneficially owned by any person subject to applicable Economic Sanctions;
- it shall comply with all applicable Economic Sanctions Laws. Without limiting the generality of the foregoing, the Supplier shall not (i) directly or indirectly export, re-export, tranship or otherwise deliver the Articles or any portion of the Articles in violation of any applicable Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any applicable Economic Sanctions Law;
- it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

10.2. The Supplier shall indemnify Eurofins against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Supplier as a result of any breach of clause A.10.1 by the Supplier.

10.3. Without affecting any other right or remedy available to it, Eurofins may automatically terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause A.10.1, and the Supplier shall not be entitled to claim compensation or any further remuneration.
For the purpose of this clause:

- "**Economic Sanctions**" means any economic sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America, the United Kingdom or any other sovereign government.
- "**Economic Sanctions Law**" means any law, regulation or decision enacting Economic Sanctions.

This clause shall not apply if and to the extent the foregoing constitutes a violation of the European Communities (Extraterritorial Application of Legislation Adopted by a Third Country) (Amendment)

Regulations, 2018 or of Regulation (EC) No. 2271/96 and all comparable or successor laws of the EU, its member states if applicable, or the UK.

11. Additional Warranties

11.1. The Supplier grants an additional warranty on the Articles (the "**Additional Warranty**") for a period of at least two (2) years starting on the Delivery Date (the "**Additional Warranty Period**").

11.2. During the Additional Warranty Period, the Supplier undertakes to repair or exchange the Articles in the event of a malfunction, mistake, latent or apparent defect, or failure of proper operation, without prejudice to other rights vested with Eurofins by virtue of the law.

11.3. In the event any Article is inoperable during the warranty period for forty-eight (48) hours or more, the warranty period shall be extended for the duration of the inoperability of the Articles.

11.4. In any event, the Supplier will be liable for, and will bear all direct and indirect financial consequences of, any damages of whatsoever nature to persons and/or properties, as well as taking all appropriate actions required by any public authority or on a voluntary basis and regardless of the motivation, i.e. latent defect, nonconformity to a legal provision or regulation, safety defect, etc.

11.5. The Supplier also warrants the continued availability to Eurofins of materials, components and spare parts at normal market prices or a product that is of a quality equivalent to or better than the Product (at the same price as the Product initially ordered/offered) for a period of ten (10) years or the warranty period (whichever is longer) as from the Delivery Date of the Products, but not longer than the usual lifetime of the Article.

11.6. If Eurofins has reasonable or sever grounds for considering an employee of the Supplier or a third party retained by the Supplier performing Services to be unsuitable limited to and only for serious and evident reasons of negligence or misconduct, objective incompatibility (including, without limitation, for lack of mandatory professional qualifications) with the nature of the Articles and/or the Eurofins' values, the Supplier undertakes, at it's sole cost, to replace such person as soon as possible.

12. Compliance with applicable laws and regulations; ethical conduct

12.1. The Supplier must ensure that the Products comply with any applicable law and regulation including without limitation (such list being not exhaustive):

- laws and regulations regarding the quality, composition, labelling and presentation of the Products;
- applicable employment laws and regulations, in particular, regarding child labour work; and
- environmental laws and regulations.

12.2. The Supplier shall be responsible for ensuring that the Products comply with EU regulations EC 1907/2006 (REACH) and EC 2011/65/EU (RoHS2), or any related successive legislation, or other local laws where applicable.

12.3. The Articles sold by the Supplier to Eurofins shall have the lowest environmental (during their entire life cycle) and the most positive social (no child labour, occupational health and safety, regulatory compliance) impact. Therefore, the Supplier shall comply with the Eurofins' Group Supplier Code of Ethics (https://cdnmedia.eurofins.com/corporate-eurofins/media/12152996/20200106-v1-eurofins-supplier-code-of-ethics-final-27052020.pdf;) and European or national supply chain law, to the extent applicable. The Supplier shall ensure, that subcontractors in the supply chain also comply with European, UK or other national supply chain law, to the extent applicable, and with the Eurofins' Group Supplier Code of Ethics.

12.4. The Parties consider ethical conduct a prerequisite for successful business, and each Party has adopted policies to ensure both good internal governance and sound relationships with reliable third parties. In addition, each Party specifically undertakes to the other Party that:

- all of its commercial activities and processes relating to its business with the other Party fully comply, at all times, with all (local) applicable laws, regulations, other legal requirements, norms and standards applicable in the markets where that Party operates and/or has contractual relationship(s) and, where applicable, with ISO 37001, the U.S. Foreign Corrupt Practices Act 1977 ("FCPA"), UK Bribery Act 2010 and French Criminal Code as amended and supplemented by the Law No 2016-1691 of 9 December 2016 on transparency, the fight against corruption and modernisation of economic life ("Loi Sapin II") or any other local applicable anti-corruption, anti-bribery and anti-money laundering law;
- all of its transactions or import, export and re-export activities and processes relating to its business with the other Party will be conducted in full compliance with all applicable import and export control laws, regulations and policies as well as, governmental trade restrictions and international sanctions, including where applicable, but not limited to, UN Security Council sanctions, the OFAC Sanctions Programmes and Lists (https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-

Control.aspx) and sanctions adopted by the European Union (https://sanctionsmap.eu/#/main); and

- furthermore, the Supplier shall at all times comply and cause its personnel to comply with the Eurofins Group Code of Ethics, the Eurofins Group Anti-Bribery Policy, the Eurofins Supplier Group Code of Ethics as well as other policies available for consultation at https://www.eurofins.com/investor-relations/corporate-governance/eurofins-core-compliance-documents/.

12.5. Eurofins reserves the right to audit whether the Supplier is in compliance with obligations set forth in clause A.12 via document based or on-site audits (directly or through its partners and/or independent auditors / audit companies). Supplier commits to fully cooperate with any such audit and will in particular accept on- site visits, provide access to relevant personnel and provide any documents reasonably requested in the course of the audit.

12.6. Any of the aforementioned provisions of this clause A.12 are considered material obligations, the breach of which might result in automatic termination with immediate effect and may give rise to a claim for damages, including but not limited to, reputational damages.

13. Intellectual property rights

13.1. The Supplier guarantees that all required licenses in relation to the Articles are and shall remain valid and in full force and that the scope of such licenses shall properly cover the intended use of the Articles. Such licenses shall include the right for Eurofins to transfer and grant sublicenses, especially to its Affiliates at no extra cost for Eurofins than the price agreed for the Articles.

13.2. The Supplier guarantees that the manufacture, delivery, sale, license and use of the Articles will not infringe any intellectual property rights (patents, trademarks, designs, copyrights or other similar registered or unregistered rights) of any third party. The Supplier further guarantees that Eurofins has the right to use and/or reproduce pictures of the Articles on any medium, including its internet website at no extra cost for Eurofins than the price agreed for the Articles.

13.3. The Supplier undertakes that it will, upon Eurofins' request, at the Supplier's expense, defend or assist in the defence of any suit or action that may be brought against Eurofins, its directors, officers, representatives, employees or Affiliates (the "**Eurofins Indemnitees**"), for any infringement or claim thereof predicated upon the manufacture, delivery, use, licence or resale of Supplier's Articles.

13.4. The Supplier further undertakes to hold Eurofins or Eurofins Indemnitees harmless from all loss, damages or liability which may be incurred by Eurofins or Eurofins Indemnitees on account of any infringement or alleged infringement of intellectual property rights of any third party arising out of the use or sale of the Articles.

14. Limitation of Liability / Indemnification

14.1. Unless otherwise provided in the Agreement, Eurofins and Eurofins Indemnitees shall only be liable:

- if the Supplier can demonstrate a direct and immediate loss or damage caused by Eurofins' wilful misconduct or intentional act or gross negligence within the framework of the Agreement; and
- if Eurofins has received written notice thereof no later than thee (3) months after the Supplier's knowledge of the relevant claim.

14.2. In no event, except in case of gross negligence, wilful misconduct or fraud, shall Eurofins be responsible towards the Supplier or third parties for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or any indirect, incidental or consequential losses or damage.

14.3. In all events, except in case of gross negligence, wilful misconduct or fraud (whether arising under contract, tort negligence, strict liability, though indemnification or otherwise) Eurofins' liability per claim, and the Supplier's exclusive remedy, with respect to this Agreement shall be limited to the lesser of:

- the direct and immediate loss or damage caused by Eurofins' wilful misconduct or intentional act or negligent act; or
- the amount invoiced under the relevant Agreement, Order or Offer; and
- EUR 50,000 (or equivalent amount).

14.4. The Supplier shall hold harmless and unconditionally indemnify Eurofins and Eurofins Indemnitees and its partners to the full extent of any liability, loss, cost, claim, damage or expense including, but not limited to, reasonable attorneys' fees for the defence of all liabilities, costs, claims, damages and expenses by reason of any alleged or actual property damage or personal injury, non – compliance with the legal acts and regulations arising out of, as a result of, or in connection with the Services performed and/or the Products supplied under the Agreement and due to any act or omission of the Supplier or its employees, agents, subcontractors, especially by providing inaccurate or incomplete disclosures of the information by the

Supplier, and /or failure to provide legally required documentation or conformity markings to the extent applicable by the law and legal regulations.

15. Force majeure

15.1. Neither Party shall be responsible for delays in delivery or performance because of intervention of any event that is unforeseeable by and/or beyond the reasonable control of such Party that prevents such part from performing its obligations under an Agreement (the "**Force Majeure**"). Cases of Force Majeure include but are not limited to: labour disputes, pandemic, epidemic, the intervention of civil or military authorities, war or hostilities, declared or not declared, acts of terrorism, riots, natural disasters, fire, water damage, malfunction or interruption of the telecommunications network or of the electricity network.

15.2. In no event shall lack of finances be considered as a cause beyond the control of a Party.

15.3. The Party affected by the Force Majeure event shall give prompt notice thereof and, upon cessation of the Force Majeure event, take all reasonable actions to resume compliance with its obligations. If a delay in delivery or performance extends beyond sixty (60) calendar days, then either Party may terminate the Agreement.

16. Confidentiality

16.1. In this clause, "**Proprietary Information**" shall mean all information marked as confidential transmitted, regardless of how transmitted, directly or indirectly from Eurofins and received by the Supplier, including but not limited to the business, financial conditions, operations, assets, liabilities, technology, know-how, products, trade secrets, inventions, services, and other technical or business information related thereto and belonging to Eurofins, as well as any disclosed information whose nature makes it obvious that it is confidential. Proprietary Information shall also include the fact that information has been provided or discussions are taking place between the Parties, as well as the status and content of such discussions.

16.2. Proprietary Information disclosed by Eurofins to the Supplier shall be held in confidence by the Supplier and shall not be used, reverse engineered or disclosed to others or in any way exploited for the benefit of the Supplier other than its use by the Supplier solely with the aim of evaluating or pursuing the purpose of the Agreement.

16.3. The Supplier shall not, either during the performance of the Agreement and for a period of 3 (three) years subsequent to its termination, without Eurofins' express, prior written permission, use or disclose Proprietary Information to any third party or to any of the Supplier's employees, directors, officers, legal representatives, affiliates, agents or advisers (jointly referred to as the "**Authorised Recipients**") except where strictly required for the sole purpose of the performance of Supplier's duties under the Agreement or in the event the Supplier is obliged to disclose Proprietary Information pursuant to the provisions of the applicable law, a court order or a legitimate request from the relevant authorities. The Supplier shall advise Authorised Recipients of the confidential nature and ensure that the Authorised Recipients agree to safeguard the Proprietary Information disclosed either under a separate confidentiality obligation, their employment or service contracts or under a statutory duty of confidentiality.

16.4. The Supplier shall safeguard (and shall ensure that its Authorised Recipients safeguard) the Proprietary Information in a manner consistent with the protection of its own proprietary information of a similar nature.

16.5. The Supplier shall not, without the prior written consent of Eurofins, in any manner use Eurofins's logo, advertise or publish or issue any news release, or make any public announcement or deny or confirm the fact that Supplier has sold or contracted to sell the Articles to Eurofins.

16.6. The above will not affect the Supplier's rights to use or disclose Proprietary Information which the Supplier can demonstrate:

- at the date of its receipt, is part of the public domain or, after such date, becomes part of the public domain, through no fault or negligence of Supplier;
- by reasonably convincing evidence that it was already in its possession from a source other than Eurofins at the date of its receipt;
- has been disclosed to the Supplier without an apparent breach of a confidentiality obligation towards Eurofins; or
- by reasonably convincing evidence that it was developed without benefit of the Proprietary Information disclosed hereunder by Eurofins before or after disclosure.

16.7. The Supplier shall return or destroy and will ensure that the Authorised Recipients shall return and destroy all Proprietary Information (including all copies, notes and/or extracts thereof) supplied by Eurofins upon request of Eurofins. Unless Eurofins advises the Supplier otherwise in writing, any analyses, compilations, technical drawings, studies or other documents incorporating or utilising the Eurofins' Proprietary Information

and prepared by the Supplier and its Authorised Recipients shall be destroyed or, in the case of digital or electronic media, deleted. This shall not apply to the extent Proprietary Information is kept in automated backup solutions where deletion would require unreasonable commercial efforts or as long as the Proprietary Information needs to be retained and archived by the Supplier due to regulatory or statutory obligations.

17. Personal data protection.

This clause 17 applies to the Processing of Personal Data subject to Data Protection Laws in the scope of the Agreement, and where applicable the local personal data protection laws. The Personal Data shall concern only the categories of Data Subjects, and shall include only the information relevant for the delivery of the Articles as described in detail in the Agreement.

17.1. ***Definitions***

Any capitalised terms used in this clause 17 shall have the following meaning:

"**Data Protection Laws**": refers to any other (local) applicable data protection or national/federal or state/provincial privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any supervisory authority and other applicable authorities, such as among others: General Data Protection Regulation (EU) 2016/679 ("EU GDPR"), respective UK data protection legislation ("UK GDPR"), Health Insurance Portability and Accountability Act of 1996 (also known as HIPAA or the Kennedy–Kassebaum Act), California Consumer Privacy Act (also known as CCPA).

"**Personal Data**": means any information (including Sensitive Personal Data) relating to a natural person who can be identified, directly or indirectly, from such information, processed in relation to the Agreement.

"**Data Subjects**": an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, and whose personal data is processed in relation to the Agreement.

"**Processing**": means any operation or set of operations which is performed in relation to the Agreement on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Sensitive Personal Data**": refers to personal data in association with individual privacy which, when being infringed, will directly affect an individual's legal rights and interests, including: a) Political and religious opinions; b) Health condition and personal information stated in health record, excluding information on blood group; c) Information about racial or ethnic origin; d) Information about genetic data related to an individual's inherited or acquired genetic characteristics; e) Information about an individual's own biometric or biological characteristics; f) Information about an individual's sex life or sexual orientation; g) Data on crimes and criminal activities collected and stored by law enforcement agencies; h) Information on customers of credit institutions, foreign bank branches, payment service providers and other licensed institutions, including: customer identification as prescribed by law, accounts, deposits, deposited assets, transactions, organizations and individuals that are guarantors at credit institutions, bank branches, and payment service providers; i) Personal location identified via location services; j) Other specific personal data as prescribed by law that requires special protection.

"**Data Controller**" / "**Controller**": means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"**Data Processor**" / "**Processor**": means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

Other terms not defined herein shall have the meaning ascribed to them in the laws relevant for Eurofins.

17.2. Without prejudice to any existing contractual arrangements between the Parties, Supplier shall treat all Personal Data as fully confidential.

17.3. ***Parties as distinct Controllers.***

17.3.1. Shall the Supplier be deemed a distinct Controller with respect to the Processing of Personal Data, Supplier may only Process for its own purposes and in its own discretion, Personal Data necessary for the performance of the Agreement and only to the extent it is necessary for rendering delivery of Articles, including to meet any applicable legal or regulatory requirements.

17.3.2. Each Party shall comply with its applicable requirements as provided by the Data Protection Laws, including but not limited to: informing Data Subjects about the processing of their Personal Data, obtaining

relevant consents from Data Subjects, maintaining appropriate security measures for protecting such Personal Data, keeping respective records of such Processing as well as required registrations or authorizations by / from relevant data protection authorities. Informing Data Subjects about the Controller and Processing of their Personal Data shall be carried out where necessary and applicable either directly or through other Party.

17.4. ***Supplier as Processor.***

Shall the Supplier Process Personal Data on behalf of Eurofins in order to deliver the agreed Articles, the Parties shall enter into and be bound by the Data Processing Addendum which up to date version is available https://cdnmedia.eurofins.com/european-west/media/12164393/eurofins-group_template_data-processing-agreement_for-suppliers-eurofins-as-controller.pdf.

17.5. ***Parties as joint-Controllers.***

Shall the Eurofins and the Supplier be deemed as the joint-Controllers, the relevant joint-controllership agreement must be entered into by the Parties in order to set out the mutual rights and obligations of the Parties resulting from such a relationship. The Parties shall therefore negotiate in good faith and sign the joint-controllership agreement based on the template available https://cdnmedia.eurofins.com/european-west/media/12164394/eurofins-group_template_joint-controllers-contract.pdf.

17.6. ***International data transfers.***

17.6.1. In case Supplier is carrying out Processing activities, the Supplier shall comply with such measures which may be required for international data transfers under the Data Protection Laws (such as obtaining an exemption from the relevant authorities, obtaining the relevant consents, and/or ensuring that the recipient of the Personal Data is subject to legally enforceable obligations to protect the Personal Data) before any such transfer takes place.

17.6.2. To the extent that the Parties are relying on a specific statutory provision which sets out measures required for international data transfers and that provision is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, the Parties agree to cooperate in good faith to promptly suspend the transfer or to pursue suitable alternate measures to ensure that the transfer complies with Data Protection Laws.

17.7. Supplier indemnifies and holds Eurofins and all its Affiliates harmless against all claims, actions, third party claims, losses, damages and expenses incurred by Eurofins or / and its Affiliates arising out of a breach of Data Protection Laws by the Supplier, subject to the provisions of clause 17.

18. Termination of the Agreement

18.1. ***Termination without cause by Eurofins***

18.1.1. Eurofins may terminate Successive Performance Agreements with a notice period of at least three (3) months by registered letter with receipt.

18.1.2. Upon receipt of such written notice from Eurofins, the Supplier agrees to stop all or part of the work relating to the Agreement to the extent specified in the notice.

18.1.3. In the event the Agreement is terminated, the Supplier is entitled to receive payment for the Products and Software delivered and/or of the Services performed at the price agreed in the Agreement (the "**Last Payment**") until the end of the notice period.

18.1.4. If the Last Payment is not determinable, Eurofins and the Supplier will agree upon an equitable adjustment of the price, provided that:

- such adjustment shall not exceed the total price agreed under the Agreement; and
- no amount will be allowed for anticipated profit for performance not rendered.

18.1.5. Subject to the above, the Supplier will not be entitled to claim for any damages against Eurofins in the event of termination of the Agreement.

18.2. ***Termination with immediate effect***

18.2.1. Without prejudice of the above provisions as well as the provisions of the applicable law according to clause A.21, each of the Parties may terminate in writing in whole or in part the Agreement with immediate effect and without incurring any liability in the event of the occurrence of an Event of Default (as defined hereinafter).

18.2.2. The following events constitute Events of Default for the non-breaching Party:

- breach of any provision of the Agreement arising out of a serious or wilful misconduct by one of the Parties and such breach is not cured within fifteen (15) calendar days after notice thereof is received by the breaching Party;
- breach by one of the Parties of a material provision of the Agreement (such as, without limitation, the

failure of the Supplier to deliver the Products or Software or to perform the Services within the time specified in the Agreement, breach of the confidentiality clause under clause A.16 herein, IP rights clause, breach of the conformity and warranty clauses) and such breach if remediable is not cured within fifteen (15) calendar days after notice thereof is received by the Supplier;

- the Supplier is in breach of a non-substantial provision of the Agreement and such breach is not cured within thirty (30) calendar days after notice thereof is received by the Supplier;
- the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- one of the Parties ceases to conduct its operations in the normal course of business, including, to the extent enforceable by the applicable law, either one of the following: (i) the inability to meet its obligations as they mature, or (ii) if any proceeding under any applicable bankruptcy or insolvency laws is brought by or against the Supplier, or (iii) a liquidator/administrator/receiver/trustee or any similar appointment for the Supplier is made or applied for with respect to the Supplier, or (iv) an assignment for the benefit of creditors is made by the Supplier.

(each of these events being individually an "**Event of Default**").

19. Assignment and set off rights of Supplier

19.1. Except as otherwise mandated by the applicable law, the Supplier shall not assign or subcontract the Agreement or any of its rights (including credit rights) or obligations under the Agreement without the prior written consent of Eurofins, which may be withheld in its absolute discretion.

19.2. Notwithstanding Eurofins' consent to assignment, the Supplier shall remain jointly and severally liable under the Agreement with the assignee as guarantor for the proper performance of the Agreement. All exceptions enforceable by Eurofins against the Supplier are hereby expressly reserved against the assignee now for then.

19.3. Notwithstanding Eurofins' consent to subcontract, the Supplier shall remain directly liable to Eurofins for the proper performance of the Agreement.

19.4. The Supplier may not offset sums due from Eurofins to the Supplier's affiliates against any sums Supplier owes to Eurofins.

20. Remedies and waivers

20.1. No failure by Eurofins to exercise, nor any delay by Eurofins, in exercising, any right or remedy hereunder, shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

21. Applicable law / jurisdiction

21.1. The Agreement is governed by, and shall be construed in accordance with the substantive law of the country in which the Eurofins entity which is purchasing the Articles from the Supplier is domiciled, without regard to conflict of law principles. The applicability of the provisions of the UN Convention on the International Sale of Goods (CISG or also known as the Vienna Convention 1980) is expressly excluded.

21.2. The Supplier agrees that, unless otherwise provided in the Agreement, the courts of the place of incorporation (i.e., registered offices) of the contracting Eurofins entity shall have exclusive jurisdiction to settle any dispute, which may arise out of, or in connection with, the GTP and/or the Agreement and that accordingly any proceeding, suit or legal action arising out of, or in connection with, the GTP and/or the Agreement may be brought in such courts.

21.3. If the Parties mutually agree in writing to resolve their dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination outside the courts, Parties can submit their dispute to the International Chamber of Commerce or, if the International Chamber of Commerce is not present in such jurisdiction, to any other local arbitral body which is member of the ICC World Chambers Federation (hereinafter collectively the "**ICC**") to resolve their dispute which shall be finally settled under the Rules of Arbitration for the time being in force (the "**Rules**") of the ICC (or the applicable local arbitral body) by three (3) arbitrators designated by the Parties. Each Party shall designate one arbitrator. The third arbitrator shall be designated by the two arbitrators designated by the Parties. If either Party fails to designate an arbitrator within thirty (30) days after the filing of the Dispute with the ICC, such arbitrator shall be appointed in the manner prescribed by the Rules. The arbitral tribunal shall, after consulting the Parties, conduct hearings and meetings at any location it considers appropriate, unless

otherwise agreed by the Parties. The arbitration proceeding shall be conducted in the English language. The decision or award of the arbitrators shall be in writing and is final and binding on both Parties. The arbitration panel shall award the prevailing Party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration, the enforcement of any arbitration award and the costs and attorney's fees involved in obtaining specific performance of an award; provided, however, that if the claims or defences are granted in part and rejected in part, the arbitration panel shall proportionately allocate between the Parties those arbitration expenses in accordance with the outcomes; provided, further, that the attorney's fees and costs of enforcing a specific performance arbitral award shall always be paid by the non-enforcing Party, unless the applicable action was determined to be without merit by final, non-appealable decision. The arbitration panel may only award damages as provided for under the terms of this Agreement and in no event may punitive, consequential and special damages be awarded. In the event of any conflict between the Rules and any provision of this Agreement, this Agreement shall govern. No award or procedural order made in the arbitration shall be published.

22. Miscellaneous

22.1. The invalidity, illegality or unenforceability of any provision, or part-provision, of the GTP and/or of the Agreement shall not affect the continuation in force of the remainder of (i) provision, (ii) the GTP and (iii) the Agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 22.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22.2. The GTP may only be waived, altered, amended or modified by a written agreement signed by an authorised representative of Eurofins and the Supplier, that shall expressly specify that it prevails over these GTP, if any, failing which these GTP, will remain in force and will prevail over the Agreement.

22.3. Unless otherwise specified in the Agreement, each demand, notice or other communication to be made hereunder shall:

- be made in writing in the Italian or English language; and
- be made to the following address:
  - Eurofins: Eurofins's address is as appears in the Agreement
  - Supplier: Supplier's address is as appears in the Agreement
- be deemed duly served if left at, or sent by certified e-mail account, registered letter with acknowledgement of receipt, or recorded delivery post, or full rate cable or facsimile transmission or other means of communication in permanent written form to the address mentioned above.

22.4. Where the applicable law according to clause A.21 requires so, the GTP and Agreement shall be translated into local language (if mandatory only). In case of any consistencies between the local language and English version of the GTP and Agreement, the English version shall prevail.

B.
Specifications for Purchase of Products

1. General

The following provisions under this section B of this GTP apply in addition to clauses under section A of this GTP as and in so far as the Agreement relates to the purchase of Products.

2. Delivery of Products

Delivery of Products shall be made according to DDP (Delivery Duty Paid) unless otherwise mutually agreed by the Parties. DDP shall have the meaning ascribed in the International Chamber of Commerce Incoterms 2020.

3. Packaging

3.1. The Products shall be correctly and sufficiently packed in appropriate packaging which shall protect the Products in a proper manner from possible transport damages. The Products shall be marked with the order number, the net, gross weights, the Supplier name, and the details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all related documents) shall bear prominent and adequate warnings.

3.2. The Supplier is responsible for any loss or damages, as well as for any missing Products arising from inappropriate or improper packaging, labelling or marking. The Supplier shall indemnify and keep indemnified Eurofins against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) that Eurofins may suffer or incur as a result of or in connection with any breach of this clause B.3.2 to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

3.3. The Supplier shall, at its expense, obtain all necessary customs clearance, export licenses, approvals and authorisations required to ship and/or import or export the Products.

4. **Changes to Products**

The Supplier will not change the specifications or formulation of any Products without giving Eurofins six (6) months written notice prior to the change being implemented, and working with Eurofins in good faith to ensure that any disruption or additional costs to Eurofins arising from the change to the specifications or formulation is minimised and that the Products remain fit for purpose.

C.
Specifications for Provision of Services

1. General

The following provisions under this section C of this GTP apply in addition to clauses under section A of this GTP as and in so far as the Agreement relates to the provision of Services Performance of Services.

2. Perfomance of Services

2.1. The Supplier shall perform the Services strictly on or within the time agreed in the Agreement and in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms of the Agreement and the highest standards of performance applicable to service providers in the industry for similar tasks and projects.

2.2. The Supplier's employees, agents and representatives (hereinafter collectively "**Employees**") performing Services shall at all times be under the Supplier's direction and control. Supplier shall pay all wages, salaries, and other amounts due to its Employees in connection with performance under this Agreement, and shall be responsible for all reports and obligations in relation to its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. The Supplier hereby warrants that it is not engaged in any form of labor-only contracting arrangement or any other employment scheme that is violative of the laws of the country of execution and it complies with any applicable law on health and safety at work. The Supplier may be required from time to time to substantiate its financial capacity to undertake the foregoing obligations through submission of evidence, documentary or otherwise, sufficient for this purpose and in accordance with the applicable laws and regulations of the country of execution.

2.3. Unless otherwise agreed, the Supplier shall perform the Services during Eurofins' regular working hours. However, Eurofins' may require the Supplier to perform Services outside such working hours. In that event, the Supplier will not be allowed to add a surcharge unless otherwise agreed in writing between the Parties.

3. Supplementary Work / Tender

3.1. Any supplementary work regarding the Services that is not planned in the original Agreement must be approved in writing by Eurofins in advance and will be included in an additional written agreement. The

additional agreement will be subject to the same terms as the original acceptance and must be approved in writing by an authorised representative of Eurofins. It is the responsibility of the Supplier to inform Eurofins as soon as the possibility of additional work not covered by the original Agreement arises. Without an additional agreement duly signed by Eurofins and to the extent enforceable by the applicable law, any additional or supplementary work carried out by the Supplier will be considered to be part of the original Agreement and will be covered by the amounts specified in the Agreement already signed. In these circumstances Eurofins will not be required to pay any additional payment. Supplementary work that has been necessary because of poor quality of service, mistakes or omissions from the Supplier will be undertaken by the Supplier and costs shall be borne exclusively by Supplier even if the defects or omissions are noted after completion of any work or service.

3.2. Where a tender is requested from Suppliers regarding the Services, in certain cases, a Supplier will be selected upon an estimated budget for various work spread out over a certain period. Eurofins will sign a frame agreement with the Supplier for the work to be carried out. These frame agreements should comply with the GTP. The Supplier will be obliged to provide a quotation for each Service included in the global budget and to obtain signed approval from Eurofins before starting work. A detailed quotation must be supplied to Eurofins for each Service indicating the non-revisable contract prices applicable for each item of the budget.

3.3. Each quotation will have to be approved by an authorised representative of Eurofins and will constitute an addendum to the frame agreement. In so far as the main Supplier who is the beneficiary of the frame agreement, subcontracts work (printing work for example) to another Supplier, without prejudice to clause A.19.3, Eurofins reserves the right to request tenders for this work and to select the most appropriate subcontractor. Eurofins will not be obliged to obtain the approval of the main Supplier for either the selection of the subcontractors to be contacted, or for the chosen subcontractor to do the work.

3.4. Any subcontracted work without the approval of a specific quotation by Eurofins will be the financial responsibility of the Supplier. It is specifically agreed that the approval by Eurofins of a master budget will not imply the approval of the cost of each item of the budget which will be required to have detailed estimates that allow competition between suppliers. Quotations from Suppliers must reach Eurofins no later than 15 days before the date of the approval of the quotation by Eurofins to ensure the completion of the services required within the timeframe required.

D.
Specifications for Licensing or Provision of Software Articles

1. General

The following provisions under this section D of this GTP apply, at no extra cost for Eurofins than the price agreed for the Articles, in addition to clauses under section A of this GTP and in so far as the Agreement relates to the licensing or provision of Software and/or Products or Services relating to information technology irrespective if Software and Products or Services are stand alone or combined in any matter (individually or jointly referred in this section D as "**Software Articles**") and regardless of whether the license is granted for a limited or unlimited time period and regardless of the licensing model (such as purchase, license, software as a service – SaaS and similar subscription models).

2. License of Software Articles

2.1. The Supplier grants Eurofins for the time period agreed in the Agreement an irrevocable, worldwide and nonexclusive license to use the Software Articles, including storing, copying, maintaining and supporting the Software Articles (including any interfaces between the Software Articles and any third party hardware and software). The license includes but is not limited to (i) use or application of the Software Articles at a central process unit or other device, (ii) use of the Software Articles for test and development activities, (iii)

processing and copying any documentation with respect to the Software Articles for use within Eurofins' organisation, and (iv) preparing a reasonable number of copies for the benefit of use, tests, development, training, archiving, maintenance and back-up.

2.2. The license shall apply to the Software Articles and any versions, updates and upgrades to it provided to Eurofins, its manual (documentation) and any and all applications and functionalities created by the Software Articles.

3. Delivery of Software Articles

3.1. The Software Articles shall be delivered entirely complete and ready for use on the Delivery Date agreed in the Agreement.

3.2. Unless otherwise agreed in writing, if new Software Articles are delivered, the latest release of that Software Articles will be delivered. All tools that are required for sound operation, additional documentation and application software will also be delivered, even if that has not been agreed in so many words.

4. Maintenance

4.1. Supplier agrees that it will make available to Eurofins at no extra cost the full toolset necessary for performing Supplier's support/maintenance, including but not limited to full administrative access rights over the Software Articles.

4.2. Supplier agrees that Eurofins has the right to request at no extra cost changes on the Software Articles necessary to provide Eurofins with a toolset for maintenance and security processes including, but not limited to, remote access solution and security tools; Supplier will support Eurofins IT department at no extra cost in the necessary change management process in configuration, testing and tuning.

4.3. Supplier agrees that throughout the full agreed period of use of the Software Articles Eurofins shall have full access management on the Software Articles, including but not limited to full administrative access rights. During this period every transitive technical or logical rights reasonably necessary to perform the full control over the Software Articles will be granted.

5. Tests and safeguards

5.1. Supplier agrees that Eurofins has the right to process security tests on the Software Articles, including but not limited to vulnerability scans or penetration testing.

5.2. Supplier agrees to deliver upon Eurofins' request any existing reports of vulnerability scans to Eurofins and Eurofins has the right to use such reports (and any data contained therein) for evaluation of the Software Articles and for safeguarding Eurofins information security.

5.3. In the event that tests cannot be performed in a Eurofins environment, the Supplier agrees to deliver to Eurofins any change testing reports performed in the Supplier`s testing environment; this shall include (but is not limited to) testing reports relating to operating systems upgrades and updates, security tools implementation, upgrades and updates.

5.4. Eurofins will not disclose the results of any security test to any third party, except to its Affiliates, employees, consultants or contractors on a strict need-to-know basis, and solely for purposes of ensuring Eurofins information security.

5.5. Supplier agrees that nothing shall prevent Eurofins from setting up and maintaining physical, technical, and administrative safeguards on any of its IT systems (including the Software Articles), such as updates and patches to the operating system and applications or firmware and driver updates. Such safeguards shall be at least at the level of industry standards in the cloud computing or on-premises services industry.

6. Appropriate measures, changes

6.1. Supplier will take appropriate measures to ensure that Supplier systems connecting to Eurofins systems and anything provided to Eurofins through such systems (including, not limited to the Software Articles) do not contain any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); or (ii) that would disable or impair the operation of Eurofins systems or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); or (iii) designed to or that could reasonably be used to permit a Party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) designed to or that could reasonably be used to permit a Party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other Party or any of its customers.

6.2. Data created by or resulting from Eurofins activities (the "**Eurofins Data**"), including but not limited to sales data, hosted, stored, or otherwise held by Supplier in the Software Articles or any solution operated by Supplier, or on any device owned or in the custody of Supplier, its affiliates, employees, agents or contractors, will be encrypted. The Supplier will not transmit, and will ensure that none of its affiliates, employees, agents or contractors transmit, any unencrypted Eurofins Data over the Internet or a wireless network, and will not store, and will ensure that none of its affiliates, employees, agents or contractors store, any Eurofins Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software.

6.3. The Supplier must not take an action or make a decision, including implementing changes in the Software Articles, which may adversely affect the function or performance of the Software Articles without first obtaining Eurofins written approval to such changes, which approval Eurofins may withhold at its absolute discretion. Supplier must move applications from non-production environments to the production environment in a controlled and documented manner, so that no unapproved changes are introduced into the applications during any such move.

7. Security Incident

7.1. In the event that Supplier becomes aware that the security of the Software Articles is adversely impacted, and this event subsequently affects or has the potential to affect control, completeness, integrity, availability or confidentiality of Eurofins Data or protection of the Data Subject in the Software Articles (the "**Security Incident**"), the Supplier shall promptly (but in any case, not later than twenty-four (24) hours after becoming aware of such Security Incident):

- assess the nature and scope of the Security Incident;
- assess the scope of Eurofins Data affected by the Security Incident (also assessing the potential future impact of the Security Incident on Eurofins Data) and proactively share this assessment with Eurofins;
- take appropriate steps to contain, control and stop the Security Incident; and,
- collaborate with Eurofins and any other stakeholders as may be required in particular by providing relevant information that can be used to address and mitigate the impact of the Security Incident, subject to the limitations on information exchange imposed by statutory law and further subject to any request by law enforcement or other government agencies to withhold information exchange pending the completion of an investigation.

7.2. The Parties will share among themselves any information that subsequently becomes available which may be useful for mitigating and/or preventing any effects of the Security Incident.

7.3. Eurofins will not disclose any information relating to the Security Incident to any third party unless such disclosure is required by statutory law. However, Eurofins shall have the right to inform any of its contractual partners of a Security Incident to the extent such information is required under the respective legal relationship.

7.4. In the event of a Security Incident the Supplier agrees to establish a security intelligence exchange communication channel with Eurofins. If Supplier has deployed *Threat Intelligence*, Eurofins may request resulting *Threat Intelligence Data* to be shared. Eurofins uses *Threat Intelligence Data* for threat analysis and mitigation, customer support, Software/Articles management and improvement, and research and development. *Threat Intelligence Information* will only be exchanged to the extent permissible under applicable law.

8. Warranty and updates

8.1. Supplier warrants that the Software Articles comply with Eurofins approved IT standards as described in the Agreement or any other document defining such Eurofins approved IT standards that were made available to Supplier.

8.2. Supplier warrants that the Software Articles is free of any overt or covert communication channels (aka backdoors) other than such communication channels expressly specified and disclosed to Eurofins and agrees that Eurofins will be granted full control over every communication channel included in the Software Articles in accordance with information security industry-standards.

8.3. Supplier will make generally available to Eurofins updates in order to maintain the functionality of the Software Articles in the state of the art and in the contractual intended manner, including but not limited to functionality and combability with new operational systems, maintain security of the Software Articles, correct errors and fix bugs. The Supplier shall provide those updates for the complete time period of the

license granting but no longer than the expected lifetime of the Software Articles. The Supplier shall bear all direct and indirect financial consequences regarding the updates.

8.4. The Supplier represents and warrants that any Artificial Intelligence (AI) system or component thereof provided under this Agreement e.g. in software, hardware or embedded system do not constitute prohibited AI practices and do comply with the applicable legal, regulatory and conformity requirements of Regulation (EU) 2024/1684 (the 'AI Act'), including but not limited to classification, risk management, data governance, transparency, human oversight, and cybersecurity obligations. Where the AI system is classified as high-risk under the AI Act, the Supplier shall ensure that the system has undergone the required conformity assessment procedures and is coherent with CE marking and the Purchaser's requirements. The Supplier shall provide, upon request, all necessary documentation demonstrating compliance, including the technical documentation, instructions for use, and post-market monitoring plans. The Supplier agrees to provide, upon request and at no additional cost, all reasonably necessary technical documentation, declarations of conformity, usage instructions, and compliance support needed by the Buyer to (i) fulfil its obligations under applicable laws and regulations, including as a deployer or user under the EU AI Act, (ii) respond to audits or requests from competent authorities and (iii) mitigate regulatory risk arising from the deployment of the supplied products.

The Supplier represents and warrants to notify the Buyer of any changes in legal classification or compliance status of the provided systems within thirty (30) days of becoming aware.