General Terms and Conditions (GTC)
of Eurofins PHAST Development GmbH & Co. KG

§ 1 Scope of application

(1) The following General Terms and Conditions ("**GTC**") shall apply to all contracts between Eurofins PHAST Development GmbH & Co. KG ("**Eurofins**") and the customer ("**Customer**") (Eurofins and Customer hereinafter also referred to as "**Party**" and jointly as "**Parties**") for the provision of laboratory services ("**Services**") and the manufacture and delivery of products ("**Goods**"). These GTC shall only apply if the Customer is an entrepreneur (Section 14 of the German Civil Code ("BGB")), a legal entity under public law or a special fund under public law. An entrepreneur is a natural or legal person or a partnership with legal capacity which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity.

(2) The legal relationship between Eurofins and the Customer shall be governed exclusively by these GTC. General terms and conditions of sale and other terms and conditions of the Customer are hereby rejected. They shall only become part of the contract if and to the extent that Eurofins has expressly agreed to their validity in writing; text form (§ 126 b BGB) is excluded. Eurofins' objection to the Customer's general terms and conditions of sale and other terms and conditions of business also applies in particular if Eurofins provides a service without reservation in the knowledge of deviating or supplementary general terms and conditions of sale and other terms and conditions of business of the Customer, as well as if the Customer's general terms and conditions of sale and other terms and conditions of business contain provisions that go beyond the provisions of these GTC.

(3) Future amendments to these GTC shall be offered to the Customer in text form (Section 126b BGB) no later than six (6) weeks before the proposed date of their entry into force.

The Customer must expressly agree to any changes that affect material elements of the contract, i.e. elements that regulate the identity of the parties, the Services and Goods to be provided by Eurofins and the remuneration of the Customer, after receipt of the offer pursuant to para. 3 sentence 1, so that these are effectively agreed as of the proposed date. If the Customer does not agree, the previous GTC shall continue to apply without the amendments offered by Eurofins. Eurofins will expressly inform the customer of the aforementioned in its offer pursuant to para. 3 sentence 1.

(4) The Customer must object in text form (Section 126b BGB) within six (6) weeks of receipt of the offer pursuant to para. 3 sentence 1 to any changes that do not affect material parts of the contract. If the Customer fails to do so, its silence shall be deemed as consent to the changes offered by Eurofins and the offered changes shall be agreed with effect from the proposed date. If the Customer declares its objection in text form (Section 126b BGB) within the aforementioned declaration period, the previous GTC shall continue to apply without the amendments offered by Eurofins. Eurofins will expressly inform the Customer of the aforementioned declaration period and the consequences of its silence and its objection with the offer pursuant to para. 3 sentence 1. The aforementioned declaration period for the Customer shall only begin to run if Eurofins provides the information pursuant to para. 3 sentence 7 to the Customer in its offer pursuant to para. 3 sentence 1.These GTC exist in a German and an English version. In the event of inconsistencies between the German and English versions, the German version shall prevail.

§ 2 Conclusion of contract

(1) A contract is concluded by offer and acceptance.

(2) Eurofins' offers are subject to change unless Eurofins has expressly designated them as binding in writing. Offers of the Customer are binding. If a Customer provides Eurofins with samples, stating its customer number, this shall be deemed an offer. The contract is concluded at the latest upon receipt of Eurofins' order confirmation by the Customer. If Eurofins does not confirm the order, the contract is concluded when Eurofins begins to execute the order with the Customer's knowledge.

(3) Terminations, setting of deadlines, declarations of withdrawal, demands for reduction or compensation by the Customer are only effective if they are made in writing or in text form (§ 126 b BGB).

(4) If the Customer makes additional requests in connection with samples that have already arrived at the laboratory, this shall be deemed an offer to amend the contract already concluded and, if Eurofins accepts the amendment to the contract, may lead to a corresponding postponement of the previously estimated delivery dates and a change in the agreed remuneration.

§ 3 Contract content; contract performance

(1) The content and quality of the Services and Goods owed by Eurofins are set out in the respective offer of Eurofins and the Customer's order.

(2) Eurofins is entitled to provide Services and Goods in whole or in part through a subcontractor.

(3) Unless otherwise agreed in writing between the Parties, the contractual relationship is exclusively between the Customer and Eurofins. No contract in favor of third parties or with protective effect for third parties is concluded, by which Eurofins can be obligated towards these third parties, unless and insofar as something

else follows from the contract and/or these GTC.

§ 4 Remuneration and terms of payment

(1) The remuneration for Eurofins' Services and Goods is determined by the price lists and quotation valid on the day of the conclusion of the contract.

(2) The remuneration is “ex works” (Incoterms 2020) excluding taxes and packaging. Taxes shall be calculated on the basis of the rates applicable on the date of invoicing.

(3) Eurofins is entitled to demand advance payment of up to 100 % of the expected remuneration for the performance of its Services.

(4) Unless the Parties have agreed otherwise, invoices shall be payable within fourteen (14) calendar days of the invoice date without deduction.

(5) Payments must be made by bank transfer or credit card.

(6) The Customer shall only be entitled to set-off or retention with such counterclaims which are legally established, undisputed or recognized by Eurofins. This does not apply to the Customer's warranty rights for defects.

(7) If the Customer is in default with the payment of an invoice in whole or in part, Eurofins is entitled to demand default interest in the amount of 9 percentage points above the respective base interest rate and the payment of a lump sum in the amount of € 40.00 pursuant to Section 288 para. 5 sentence 1 BGB. The assertion by Eurofins of any further demonstrable damage caused by default remains unaffected. The lump sum from sentence 1 shall be set off against any damages owed by the Customer, insofar as the damage is justified in the costs of legal action. Eurofins reserves the right to claim the lump sum from sentence 1 in several installments, whereby the sum of the installments will not exceed the amount of € 40.00. If the Customer ends the default by paying the invoice in full before Eurofins has claimed the entire lump sum from sentence 1, Eurofins will no longer claim the remaining partial amounts up to the sum of € 40.00 from the Customer after the Customer has made payment.

(8) If the Customer is in default with the payment of an invoice in whole or in part, Eurofins shall be entitled to suspend the performance of the contract and all other work performed on behalf of the Customer, even if such work is owed under another contract. This does not apply if the Customer is in arrears with a minor amount of less than 5 % of the invoice amount.

§ 5 Delivery deadlines; completion deadlines

(1) Delivery dates and completion deadlines are not binding on Eurofins unless the Parties have expressly agreed on a fixed date or deadline.

(2) Compliance with deadlines and time limits shall, where necessary, require the timely receipt of samples and/or documents to be supplied by the Customer.

(3) If Eurofins is unable to meet binding deadlines for reasons for which Eurofins is not responsible, Eurofins shall inform the Customer thereof without undue delay and notify the Customer of a new date or deadline.

§ 6 Use and storage of samples

(1) Eurofins shall have the right to use and/or consume samples sent within the scope of the performance of the contract.

(2) Unless storage to be invoiced separately has been agreed, Eurofins shall not be obliged to provide for the storage and/or cooling of the samples. If storage to be invoiced separately has been agreed, Eurofins shall take commercially reasonable measures to store the samples in accordance with standard industry practice.

(3) Eurofins is entitled to dispose of or destroy samples immediately after fulfillment of the contract, unless the parties have agreed otherwise in writing. If a specific storage period has been agreed, Eurofins shall be entitled to dispose of or destroy the sample after expiry of this period without prior notice, unless the Parties have agreed otherwise in writing. If the disposal or destruction is subject to special statutory provisions (e.g. in the case of hazardous waste or dangerous goods), the Customer shall bear the associated costs. If the Customer requests the return of unused sample material, the return shipment shall be at the Customer's risk and expense.

(4) Eurofins shall archive analyses and reports for ten (10) years. This retention period begins for each analysis or report individually at the end of the year in which the analysis or report was sent. After expiry of this period, the archived analyses and reports shall be destroyed, unless the Customer requests their return at its own expense before expiry of the period.

§ 7 Obligations of the Customer when providing samples/materials

(1) Samples or materials of the Customer must be in a condition that allows the preparation of reports/analyses or the production of the ordered Goods without any problems.

(2) The shipment of samples and materials to Eurofins shall be at the risk and expense of the Customer.

(3) At Eurofins' request, the Customer is obliged to inform Eurofins of the exact composition of a sample.

(4) The Customer shall ensure and hereby warrants that Eurofins shall be notified of any risks to the property and other legal interests of Eurofins and its employees and other vicarious agents arising from the samples and known at the time of commissioning. It is the Customer's responsibility to comply with the statutory provisions on special waste and hazardous substances. These obligations relate to the provision of information, transportation and disposal. In particular, Eurofins' employees or other authorized representatives must be informed of any health and safety concerns in connection with the samples and packaging, samples and/or containers must be labeled accordingly. Such concerns shall include, without limitation, those relating to known or suspected toxic substances or other contamination of a sample and the suspected extent of contamination, as well as any risks to Eurofins' property and other legal interests and to its employees and other agents due to such contamination.

(5) The Customer further undertakes to ensure that all samples sent to Eurofins for the purpose of performing a Service are in a safe and non-volatile form. The Customer shall indemnify Eurofins and its personnel or other agents for all losses, costs and other damages incurred by them due to the fact that a sample is dangerous or volatile, unless the Customer is not responsible for this fact.

(6) The Customer shall bear the costs for the appropriate disposal of hazardous waste and hazardous substances that arise due to the nature of the samples provided by the Customer. This shall apply irrespective of whether the sample is labeled as hazardous waste or hazardous substance or not.

(7) In the event of a culpable breach of the above obligations of the Customer under paragraphs 1 to 6, the Customer shall be liable for all costs, damages and other disadvantages incurred by Eurofins or its personnel or other agents as a result. This applies irrespective of whether such damage occurs on Eurofins' premises (e.g. in the course of sampling), during transportation, in the laboratory or on other premises. This liability also includes a corresponding obligation to indemnify Eurofins in the event that claims are asserted against Eurofins by third parties due to a culpable breach of the above obligations by the Customer.

§ 8 Acceptance - Services

(1) Work results of Services, such as analyses, reports, expert opinions and test certificates, shall be sent by e-mail and/or post or by other electronic means to the persons named by the Customer upon conclusion of the contract after completion.

(2) Eurofins' Services shall be deemed to have been accepted by the Customer if the Customer does not object to Eurofins in writing within seven (7) calendar days of receipt in accordance with para. 1.

§ 9 Ownership and utilization rights to work results; anonymous evaluation of work results by Eurofins - Services

(1) Title and all other rights to the work results of the Services shall remain with Eurofins until all invoices for such Services have been paid in full by the Customer.

(2) The Customer shall ensure that the work results of the Services are only used for its own authorized internal purposes. The reproduction of extracts of work results requires the express prior consent of Eurofins. The Customer undertakes to pass on the work results to third parties only with the express prior consent of Eurofins; this also applies to passing them on in modified form. This shall not apply to any disclosure to authorities required by law. If the Customer is part of a group of subordinates or peers, these shall also be deemed third parties within the meaning of the GTC. Existing copyrights to the work results remain protected.

(3) Eurofins is entitled to evaluate the work results created for customers and to produce anonymized evaluations from them. No conclusions about individual customers can be drawn from the anonymized evaluations. Eurofins may use these anonymized evaluations for internal purposes and may also publish them.

§ 10 Use of the Services and Goods by the Customer

(1) The Customer shall observe and comply with Eurofins' instructions and instructions for use when using and utilizing the Service or Goods. The Customer shall clarify any ambiguities regarding instructions or instructions for use by asking Eurofins.

(2) The Customer shall indemnify Eurofins against all claims of third parties and necessary costs incurred thereby (including, but not limited to, attorneys' fees) which are based on a culpable breach of the obligations set forth in para. 1 above. The obligation to indemnify shall not apply if the claim of the third party is based at least in part on a willful act of Eurofins or on the Product Liability Act.

§ 11 Transfer of risk - Goods

The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer upon handover at the place of performance (§ 22 of these GTC).

§ 12 Retention of title - Goods

Eurofins retains title to Goods until they have been paid for in full.

§ 13 Notice of defects - Goods

The Customer is obliged to inspect the Goods delivered by Eurofins with reasonable care and at its own risk to ensure that they are free of defects. The Customer shall notify Eurofins in writing of any obvious defects immediately upon receipt of the Goods. In the case of hidden defects, the written notification must be made immediately after their discovery. A written notification is no longer deemed to be immediate if it is not made within seven (7) calendar days after receipt of the Goods or after discovery of the hidden defect. If the Customer is a merchant within the meaning of the German Commercial Code ("HGB") and fails to comply with this obligation, the Goods shall be deemed to have been delivered by Eurofins in accordance with the contract and the Customer shall not be entitled to any warranty rights in this respect.

§ 14 Limitation period for warranty claims

Claims for defects shall become time-barred one (1) year after acceptance (for Services) or transfer of risk (for Goods). This shall not apply if the law pursuant to § 438 para. 1 no. 2 BGB, § 445b BGB and § 634 a para. 1 no. 2 BGB or the Product Liability Act prescribes longer periods, in the event of a willful or grossly negligent breach of duty by Eurofins, in the event of fraudulent concealment of a defect, in the event of a guarantee of quality or durability, in the event of default in the event of an agreement of a fixed delivery date and in cases of injury to life, body or health.

§ 15 Limitation of liability

(1) The contractual and/or statutory liability of Eurofins is generally excluded, unless otherwise agreed below.

(2) The exclusion of liability of Eurofins pursuant to para. 1 shall not apply:

- to damages caused by Eurofins intentionally or through gross negligence;
- if and to the extent that Eurofins is liable under the mandatory provisions of the German Product Liability Act;
- if and to the extent that Eurofins has given a guarantee of quality or durability and damages have arisen from the breach of the guarantee;
- in the event of delay in the event that a fixed delivery date has been agreed;
- in cases of culpable injury to life, body and health.

(3) In cases of slight and ordinary negligence on the part of Eurofins, Eurofins shall only be liable - unless it is already liable for damages pursuant to para. 2 - for the breach of material contractual obligations. Material contractual obligations are all obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the Customer regularly relies and may rely. Eurofins' liability shall then be limited to the damage typical for the contract and foreseeable for Eurofins at the time of conclusion of the contract.

(4) All possible claims for damages based on slight and ordinary negligence on the part of Eurofins pursuant to the above provision in para. 3 shall become time-barred in accordance with the provision in § 14 of these GTC. Notwithstanding the foregoing, the statutory provisions shall apply to the commencement of the limitation period for claims that are not warranty claims for defects.

(5) The above exclusions and limitations of liability shall also apply to Eurofins' liability for its executive bodies, employees and vicarious agents as well as the personal liability of Eurofins' executive bodies, employees and vicarious agents.

§ 16 Economic sanctions

(1) The Customer continuously verifies and warrants with respect to Economic and Trade Sanctions imposed by the European Union, the United Nations, the United States of America or any other state that

- the Customer is not subject to any Economic and Trade Sanctions;
- to the best of its knowledge, the Customer is not controlled by or economically favored by any natural or legal person subject to Economic and Trade Sanctions;
- the Customer complies with all Economic Sanctions Laws applicable to it; and
- the Customer is not involved in any proceedings or subject to any governmental investigations for (alleged) violations of any Economic Sanctions Laws applicable to it.

(2) The Customer shall indemnify Eurofins against all losses, liabilities, damages, fines, costs (including but not limited to attorneys' fees) and expenses incurred by or imposed on Eurofins as a result of a culpable breach of this Section 16 by the Customer.

(3) If the Customer breaches this Section 16, Eurofins may terminate the contract with immediate effect,

without prejudice to any other rights or remedies. The Customer shall then have no claim for damages.

(4) For the purposes of Section 16,

Economic and Trade Sanctions mean any economic sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.

Economic Sanctions Laws mean any laws, regulations or resolutions imposing economic sanctions.

§ 17 Self-delivery; force majeure

(1) If, for reasons for which Eurofins is not responsible, Eurofins does not receive deliveries or services from sub-suppliers or subcontractors despite proper congruent coverage, i.e. despite contractual agreement with the subcontractor with which the Customer's claim for performance can be fulfilled in accordance with the contract in terms of quantity, quality and performance period, or if events of force majeure, i.e. obstacles to performance through no fault of Eurofins lasting more than fourteen (14) calendar days, occur, Eurofins will inform the Customer in a timely manner.

(2) In this case, Eurofins is entitled to postpone the delivery of Goods or Service for the duration of the impediment or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that Eurofins has complied with its aforementioned duty to inform and has not assumed the procurement risk or manufacturing risk and the impediment to performance is not only of a temporary nature, i.e. lasts less than fourteen (14) calendar days.

(3) Force majeure is deemed to include strikes, lockouts, official interventions, shortages of energy and raw materials, epidemics and pandemics, transportation bottlenecks through no fault of Eurofins, operational hindrances through no fault of Eurofins, for example due to fire, water and damage to machinery, and all other hindrances which, from an objective point of view, were not culpably caused by Eurofins.

(4) If a delivery or performance date or a delivery or performance period has been bindingly agreed and if the agreed delivery or performance date or the agreed delivery or performance period is exceeded by more than four (4) weeks due to events according to the above paragraphs 1 to 3, or if it is objectively unreasonable for the Customer to adhere to the contract in the case of non-binding performance dates, the Customer shall be entitled to withdraw from the contract due to the part not yet fulfilled. Further rights of the Customer, in particular claims for damages, do not exist in this case.

§ 18 Use of personal and business data

(1) Eurofins is entitled to store and process personal or business data that it receives in any way from the Customer in compliance with the applicable data protection regulations, regardless of whether this data is provided directly by the Customer or by a third party.

(2) The Customer is obliged to comply with the relevant data protection regulations for personal or business data that it receives from Eurofins in any way.

§ 19 Confidentiality obligation

(1) For the duration of the contract, the Parties are obliged to keep secret all Confidential Information of the other party or its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act ("**AktG**") that comes to their knowledge in the context of the contract and to use it only for the purpose of implementing the contract.

(2) Confidential Information is all technical, commercial, business and other information, including know-how, formulas, samples, data, analysis results and other work results of the disclosing party, regardless of the method of transmission, in particular both in writing and electronically or orally, which is communicated or otherwise made available to the receiving party by the disclosing party or an affiliated company within the meaning of Section 15 AktG as well as the fact that a contract has been concluded between the Parties and its content ("**Confidential Information**").

(3) The receiving party may disclose Confidential Information to its own employees and subcontractors insofar as this is absolutely necessary for the performance of the contract. The receiving party shall oblige its own employees to maintain confidentiality in a manner permissible under labor law. The receiving party shall obligate the subcontractor in accordance with the confidentiality agreement in this § 19. This confidentiality obligation must be a genuine contract in favor of third parties, so that the disclosing party has contractual claims for injunctive relief and damages against the subcontractor in the event of a breach of the confidentiality agreement by the subcontractor.

(4) There is no obligation of confidentiality,

- if the disclosing party agrees to the disclosure of the information in writing in advance;
- for information that is demonstrably generally known or published at the time of disclosure, is part of the general specialized knowledge or general state of the art;
- for information that becomes generally known after the time of disclosure without any action on the

part of the receiving party that violates the confidentiality agreement;

- for information that is made known to the receiving party individually by third parties without these third parties violating a confidentiality obligation with regard to the disclosed information;
- for information that is discovered or developed by the receiving party independently and independently of the Confidential Information;
- for information that is disclosed to the public in writing after the time of disclosure by the disclosing party, from the time of disclosure to the public;
- for information that the receiving party must disclose or report to authorities or courts due to a legal obligation; and
- for information that was individually known to the receiving party at the time of disclosure.

The receiving party shall immediately inform the disclosing party in writing of any prior individual knowledge.

(5) After termination of the contract, the confidentiality obligation pursuant to the above paragraph 1 shall continue to apply for three (3) years.

§ 20 Termination for good cause - Services

(1) The Parties may terminate a contract for the provision of Services for good cause without observing a notice period.

(2) Good cause entitling Eurofins to terminate the contract exists in particular if

a) insolvency proceedings are opened against the Customer's assets or the Customer applies for such proceedings or the opening of such proceedings is rejected for lack of assets or the Customer initiates out-of-court debt settlement proceedings;

b) the Customer persistently and materially fails to fulfill or otherwise breaches its contractual obligations and Eurofins has issued a written reprimand to the Customer specifying the objectionable circumstances and the Customer has not remedied the objectionable circumstances within thirty (30) calendar days after receipt of the reprimand;

c) it turns out during the provision of the Service that the complete provision of the Service is impossible for factual, legal or economic reasons and Eurofins is not responsible for this impossibility.

(3) If a contract is terminated by a Party in accordance with para. 1, the Customer shall pay Eurofins the remuneration attributable to the part of the Service provided up to the termination. The Customer is entitled to the handover and provision of documentation on completed sections or partial results of the Service, if and to the extent that such documentation is available.

§ 21 Applicable law; place of jurisdiction

(1) These GTC and the entire contractual relationship between Eurofins and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the German conflict of laws rules.

(2) The exclusive place of jurisdiction isKonstanz, Germany]. However, Eurofins reserves the right to initiate legal proceedings also at the Customer's general place of jurisdiction.

§ 22 Place of fulfillment and performance

The place of fulfillment and performance is the registered office of Eurofins.

§ 23 Waiver of rights

The waiver by Eurofins or the Customer of the assertion of rights arising from these GTC shall neither constitute a waiver of these rights nor lead to their forfeiture.

§ 24 Written form clause

Amendments and additions to the existing contract between the Parties and to these GTC must be made in writing to be effective. This also applies to the amendment of this written form clause. Text form within the meaning of Section 126b BGB is excluded. Section 305b BGB remains unaffected.

§ 25 Severability clause

Should a provision of the contract be or become invalid or unenforceable or should the contract contain a loophole, this shall not affect the validity of the remainder of the contract. The above provisions do not constitute a mere reversal of the burden of proof, but exclude the application of Section 139 BGB. In the event of an invalid or unenforceable clause or a loophole, the valid and enforceable provision that comes closest to the legal and economic purpose of the contract shall be deemed to have been agreed.