## 1. Area of Application

1.1 All Orders accepted by Eurofins BioPharma Product Testing Poland Sp. z.o.o., a company with its registered office at Ul. Ks. Ściegiennego 3, 40-114 Katowice, Poland, Tax Identification Number (NIP): 6343010314, REGON 522148069 or any of its subsidiaries or affiliates" (collectively, "ES") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties. No officer (other than the Managing Director of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Chief Executive Officer of ES.

1.3 Information and announcements in catalogues, leaflets, price lists, web documents or any other ES documentation, except for these Terms and Conditions, are intended solely for purposes of information, are not binding and subject to programming and typing errors. ES shall at all times be entitled to change this documentation without notice being required. In the event of any inconsistency between such documentation and the contract, the contract shall prevail.

## 2. Placement of Order

2.1 A customer's order will be valid only if it is sent by email or other electronic message on official letterhead or from official online domain of the customer or by using ES-approved sample dispatch sheets, electronic order forms (online ordering system) and/or signed ES-issued quotation. The commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone or mail immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 ES may charge management and administrative fees of up to one hundred and fifty Polish Zloty (150 PLN) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 All logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

## 3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including VAT) and other government duties and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless otherwise specified in the quotation and agreed by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an interest of 1% (one per cent) per month, compounded monthly, or the maximum interest rate permitted by applicable law, whichever is lower. In the case of overdue payment, the customer shall be obliged to pay, in addition to the outstanding amount and the interest amount charged on it, full compensation for both the extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and debt-collection agencies.

3.4 Invoices are subject to a minimum invoice charge of seven hundred Polish Złoty (700 PLN). ES has the right to charge an administrative fee of up to two hundred Polish Złoty (200 PLN) to re-issue an invoice.

3.5 The payment method is bank transfer or direct debit. Any other method of payment must receive prior written agreement (including electronic form) from ES. The customer undertakes to provide bank account details such as IBAN numbers as indicated by ES.

3.6 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

## 4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

The samples have to be shipped with the ES submission form duly filled with all information necessary to register the sample. Without these details the analytical activities cannot start and the delivery dates and turnaround times indicated cannot be assured.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation, and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel, and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES against, all costs, damages, liabilities, and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling

site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

**5. Property Rights on Sample Material and Sample Storage**

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration. If the customer pays for storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

5.2 ES can dispose of or destroy samples immediately after the analysis has been performed, unless ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk. In such a case Eurofins shall transfer title to the returned samples back to the customer, and deliver them to the customer in a manner and to a location specified by the customer. The costs for this delivery shall be for the account of the customer.

**6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are accessible on the LabAccess platform promptly after the analysis is completed. Notification of the availability of results on the platform is provided by email to all recipients indicated by the customer in the order.

**7. Right to Analysis Result**

7.1 Title in, and the right to use, any analysis results supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

**8. Limited Warranties and Responsibilities**

8.1 Orders are handled in the conditions available to ES in accordance with the then-current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care, but ES cannot guarantee that these will always be correct or absolute. Any warranty offered by ES expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments, and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations,

ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and undertakes to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to compensate ES for any damages, losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. The customer shall compensate ES for any amount of damages or other harm resulting from third party claims in any way relating to the customer or to the order by the customer.

**9. Limitation of Liability**

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the “ES Parties”) shall be liable only for the proven direct and immediate damage caused by the ES Party’s willful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer’s knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Parties’ liability per claim or series of related claims, and the customer’s exclusive remedy, with respect to ES’ services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Party’s willful misconduct in connection with the performance of the order and (ii) ten times the amount ES actually received from the customer in relation to the order up to sixty-four thousand Polish Zloty (PLN 64000,--).

9.2 Other than the liability under clause 9.1 above, the ES Parties shall not be liable for any damages, losses or other harm (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ES’ acceptance of an order that the customer indemnifies the ES Parties for any losses, injuries, claims and costs which the ES Parties may suffer as a result of, arising from or in any way connected with its role under, or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

**10. Repeated Analysis**

10.1 Customer who wishes to claim that an error has been made in the analysis work shall notify ES within 10 days of this after receiving the analysis result. The customer shall provide a detailed description in writing of the nature of the error within thirty (30) days from the day such notice was given.

10.2 If the customer has provided ES with a notice of defects in the analysis work in due time, and provided that ES has a sufficient amount of the original sample and that the sample and analyses are such that they cannot be considered to be affected by storage conditions and storage time, ES may carry out a repeated analysis. ES and the customer may agree on specific conditions for such repeated analysis. If the repeated analysis is consistent with the analysis work that the customer objected to, the customer shall pay all additional costs for the repeated analysis, including sampling, transportation and the costs of analyzing and
issuing new analytical reports and destroying the sample residues. Otherwise, ES shall bear the costs of the repeated analysis.

10.3 If the customer does not provide ES with a notification within the time limits stated in clause 10.1 above, the customer loses its right to make such claim.

**11. Force Majeure**

ES cannot be held liable for delays, errors, damages, or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations entering into force after the date the contract was formed. If a situation of force majeure lasts longer than 90 days, ES shall furthermore be entitled to terminate the contract without any obligation whatsoever to pay compensation to the customer.

**12. Confidentiality & Processing of Customer Data**

12.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential and to use such data only for the purposes provided to it by the customer. Insofar as ES can be designated as the data controller within the meaning of the General Data Protection Regulation (GDPR), ES shall only process the aforementioned personal data to the extent necessary for the performance of the contract or to fulfil a legal obligation. ES will take reasonable efforts to limit the collection and processing of personal data to a minimum in order to perform the contract or fulfil any legal obligations. ES shall apply appropriate security measures to protect personal data against unauthorized access. If third parties are assigned for processing activities, ES will make sure fitting security measures are enforced by the third party aligned with the policies ES has adopted.

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Parties against any liability which the ES Parties may incur as a result of such divulgence or any such third party reliance.

12.4 ES will store the provided personal data no longer than strictly necessary for performance of the contract or to fulfil legal obligations.

**13. Disclaimer and Miscellaneous**

1 13.1 ALL TERMS, CONDITIONS AND WARRANTIES AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by ES. If such a modification is made, ES shall inform the customer about the modification of these Terms and Conditions by email sent to the email address provided by the customer. The customer is entitled to reject the modification of these Terms and Conditions within seven (7) days from the date of notification of the customer of the modification of these Terms and Conditions, thereby terminating the respective agreement between ES and the customer with a notice period of thirty (30) days. In such case, the modification of these Terms and Conditions will not apply to the customer to the extent that the customer does not agree to the modification, and the respective agreement between ES and the customer will continue under the original Terms and Conditions for the duration of the notice period.

13.3 Should a court waive, limit, or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible. In such cases, the parties shall by way of replacement adopt a new provision or new provisions that adhere as closely as possible to the purport of the original provision or provisions of the contract or Terms and Conditions.

13.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

**14. Governing Law/ Jurisdiction**

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws of Poland. Any disputes arising from this contract shall be submitted to the competent Polish court of the district in which the registered office of the ES company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.