

Eurofins Lancaster Laboratories, LLC
Eurofins BioPharma Product Testing Columbia, LLC
Eurofins Advantar Laboratories, LLC
Eurofins Biopharma Product Testing ENCO, LLC
Eurofins Infinity Laboratory Group, Inc.
Eurofins Calibration, Certification, and Metrology, LLC
General Terms & Conditions of Sale

1. Area of Application

1.1 All Orders accepted by any of **Eurofins Lancaster Laboratories, LLC, Eurofins Biopharma Products Testing Columbia, LLC, Eurofins Advantar Laboratories, LLC, Eurofins Biopharma Product Testing ENCO, LLC, Eurofins Infinity Laboratory Group, Inc, or Eurofins Calibration, Certification, and Metrology, LLC** (each individually, but not jointly, a "Member") will be governed by these General Terms and Conditions of Sales (the "Terms"), including orders placed by telephone, electronic message, electronic ordering systems, Member- approved sample dispatch sheets, or by delivery of materials to be tested ("Samples"). A contract with these Terms comes into being with a Member when an order has been placed with that Member and the order is accepted by that Member. An order placed with a Member is considered accepted by such Member when (a) the Member proceeds to fulfil that order or (b) the Member accepts the order in writing. All services provided by a Member are expressly limited to, and will only be provided on the basis of, these Terms, to the exclusion of all other terms and conditions, including any terms or conditions which customer may purport to impose, or which appear on, any web site, quotation, sales document, invoice, order confirmation, correspondence or other document or communication provided by customer, irrespective of their date of communication.

1.2 **If a Member and customer are parties to an existing negotiated services agreement (i.e. Master Service Agreement, Laboratory Service Agreement or Pharmaceutical Service Agreement), these Terms will not apply, and that existing agreement will constitute the entire agreement between the parties.**

1.3 Except as provided in Section 1.2, these Terms set forth the entire agreement between a Member and customer, and supersede all prior and contemporaneous negotiations, agreements, representations, understandings, and commitments with respect thereto. The parties agree that their standard terms, conditions, and pre-printed provisions on any purchase order, acknowledgment, release or other purchasing document purporting to address the same subject matter as these Terms shall be null and void and of no force or effect, whether such terms conflict with or purport to add terms to these Terms. Each Member hereby rejects any offer made by customer to purchase services, and objects to and rejects any additional or different terms proposed by customer with respect to the subject matter of these Terms, including, but not limited to, warranties of suitability, fitness or non-infringement, and requirements for a Member to indemnify customer, pay damages that are unlimited in amount or pay indirect damages of

any kind (including, but not limited to, consequential, incidental, punitive or special damages, and damages for lost profits or revenue, loss of use, business interruption, loss of information or for the procurement of substitute services).

1.4 No employee, agent or subcontractor, other than the authorized officer of a Member, has the authority to alter or waive any of these Terms as to such Member or to make any representation on behalf of such Member which conflicts with or purports to override any of these Terms; and no such alteration, waiver or representation shall be binding upon any Member unless it is in writing and signed by such officer.

1.5 Each Member is a separate, independent and distinct legal entity having a common, ultimate parent entity. Each Member has severally, but not jointly, entered into these Terms with customer in order to facilitate its business relationship with customer. As such, these Terms shall only apply to and bind a Member for services identified in orders that are accepted by that Member. As a result, the parties acknowledge and agree that in no event shall any Member (i) be jointly and severally liable with any other Member, (ii) have any obligation or liability with respect to an order which it did not accept or services it did not provide, (iii) have any obligation or liability with respect to any order accepted by any other Member or services provided by any other Member, or (iv) have any obligation or liability with respect to any act or omission of any other Member. Each order accepted by a Member establishes a separate, stand-alone contract between such Member and customer. These Terms shall be interpreted strictly in accordance with the intent of this paragraph.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using the Member's approved sample dispatch sheets or electronic order forms. The commercial terms of the order (including price, estimated turnaround times and delivery date) must be agreed at the time of submission of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends Samples to a Member quoting the customer reference. A Member is not obligated to start any analytical work unless the order is clear and it has been provided with all required information.

2.2 Special terms or conditions of prior orders, including special pricing or prior agreed changes to these Terms, will not automatically apply to subsequent orders.

2.3 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.

3. Term

3.1 Unless otherwise specified in an MSA any open SSF, SOW, service request form, verbal service request, or orders may be terminated by either party for any reason upon

thirty (30) days' prior written notice to the other party. These Terms and any open SSF, SOW, service request form, verbal service request, or orders may be terminated by Member immediately in the event of any default hereunder by Customer or any breach of any material term hereof. If either party for any reason terminates the commercial relationship, Member shall be paid in full for all Services performed and expenses incurred through the termination date and the fees and expenses for all non-cancelable commitments that shall have been pre-approved in writing by Customer, and the Customer shall be provided with a report of Services conducted prior to termination.

4. Price and Terms of Payment

4.1 If the acknowledgment of an order does not state otherwise, a Member's prices apply "ex works". Any additional cost or disbursement (e.g. incurred by a Member in connection with the order) must be paid by the customer.

4.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) 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.

4.3 Unless specifically agreed otherwise by a Member 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 administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

4.4 A Member has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to reissue an invoice.

4.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from the affected Member. The customer undertakes to provide bank account details.

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

5. Duties of Customer in Delivering Samples or Materials

5.1 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. A Member 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 – the affected Member shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by such Member to that point.

5.2 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 a Member's premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform Member 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 a Member's premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies each Member against, all costs, damages, liabilities and injuries that may be caused to or incurred by a Member 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 a Member's request, the customer must provide the Member with the exact composition of the samples.

6. Property Rights on Sample Material and Sample Storage

6.1 All samples become the property of the Member to whom they were sent to the extent necessary for the performance of the order.

6.2 A Member can dispose of or destroy samples immediately after the analysis has been performed, unless that Member and the customer have agreed in writing on the terms of that Member's retention of the sample. A Member 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 that Member 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 from a Member that Member will return them to the customer, at the customer's cost and risk.

7. Delivery Dates, Turnaround Time

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

7.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7.3 Transfer of Property

Title in any analysis results, products, equipment, software or similar supplied by a Member to the customer will remain with such Member 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 a Member has accepted and begun to fulfil an order, that Member 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 such Member, whether for that or any other order.

8 Limited Warranties and Responsibilities

8.1 Each Member warrants that test results for each sample, in the condition received by it, will be accurate. This limited warranty expires six (6) months after the delivery date of the samples. In the event that any services are improperly performed by a Member, customer's sole and exclusive remedy shall be for Customer to require the Member that improperly performed the services to promptly and properly re- perform such services, at no additional charge to Customer.

8.2 Customer acknowledges that Results may be influenced by factors outside of a Member's control including, but not limited to, the condition of the samples when received by the applicable Member, the current state of (and limitations of) technology and methods developed and generally applied by the Member, applicable testing tolerances, selection of testing methodologies from among available options, and the impact of contaminants or undisclosed/unknown substances contained in a Sample.

8.3 Except as expressly set forth in these Terms, no Member makes any warranties of any nature, whether written, oral, expressed or implied, and, to the fullest extent permitted by law, each Member specifically disclaims all other warranties, including, without limitation, any warranty of suitability, merchantability, non-infringement or fitness for a particular purpose.

8.4 Each analytical report relates exclusively to the sample analyzed by the Member issuing the report. If a Member 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 the Member's recommendations, the Member shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.5 The customer is responsible for the proper delivery of samples sent to a Member for examination/analysis or materials sent for production. Unless otherwise specifically agreed in writing by a Member, a Member 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 a sample from its dispatch until it is delivered to the offices or the laboratories

of the Member who will be providing the services for such sample. A Member will use commercially reasonable care in handling and storing samples, but shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.6 The customer warrants and represents to each Member that all samples sent to that Member for analysis are safe and in a stable condition and customer shall indemnify each Member for any losses, injuries, claims and costs which Member, 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 a Member in writing prior to shipment to such member, and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.7 Unless explicitly agreed in writing by all parties, there shall be no third party beneficiary of these Terms or collateral warranty relating to any order, and the customer shall indemnify and hold Member harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9 Limitation of Liability

9.1 IN NO EVENT SHALL ANY MEMBER OR CUSTOMER BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR FOR THE PROCUREMENT OF SUBSTITUTE SERVICES) OF THE OTHER OR OF ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. Notwithstanding anything to the contrary stated in these Terms or any attachments thereto, each Member's individual, aggregate liability relating to these Terms shall be limited to a maximum of fifteen thousand dollars (\$15,000).

9.2 Customer assumes full and complete responsibility for all uses and applications of a Member's Results, or failure by customer to use or apply a Member's Results, including by way of example, the injury or death to any person or damage to any property from use or nonuse of Results.

9.3 Customer agrees to indemnify, defend, and hold harmless each Member, its affiliates and their respective officers, directors, owners, managers, employees, agents and other representatives ("Representatives") from and against any and all third party claims, liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorneys' fees, court costs and any amount paid in settlement) that any of them sustain to the extent caused by the acts or omissions of customer or customer's affiliates, officers, directors, owners, managers, employees, agents or representatives.

9.4 Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. Upon receipt of a rejection notice, the affected Member will re-perform the test if and to the extent it has a sufficient amount of the original sample on hand when it receives the customer's objection.

Otherwise, the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs, to obtain new samples. Unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review.

10 Force Majeure

A Member shall not be liable for any failure to perform any or all of its obligations in accordance with these Terms if such failure is due to events or circumstances beyond its reasonable control, including, but not limited to, fire, explosion, flood, earthquake, disaster, riot, civil disorder, strike, lockout, labor disturbances, sabotage, accident, war, terrorism, act of God, governmental order, law, ordinance, rule or regulation.

11 Confidentiality & Processing of Customer Data

11.1 A Member 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, in compliance with applicable law.

11.2 Confidentiality

A. Definition of Confidential Information. A party or its Affiliates disclosing Confidential Information shall be referred to as the "Disclosing Party" and a party or its Affiliates receiving Confidential Information shall be referred to as the "Receiving Party." "Confidential Information" shall mean any non-public, proprietary information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by a Disclosing Party, whether in tangible or intangible form and including information that is derived through observation or examination of the Disclosing Party's facilities or operations, including, without limitation trade secrets, know-how, designs, product samples, product formulations, prototypes, data, processes, formulas, methods, materials, analyses, reports, compilations, research notes, technology, manufacturing techniques, pricing, the identity of and information relating to services, equipment, procedures, customers, suppliers or employees, sales and marketing information, financial information and any other non-public business information.

B. Non-Disclosure and Use. The Receiving Party shall not disclose Confidential Information to any third party, and shall disclose Confidential Information internally only to its Affiliates, directors, officers and employees (collectively, "Representatives") who "need-

to-know” the Confidential Information in order to carry out its obligations under this Agreement and who are subject to confidentiality obligations at least as stringent as those stated in this Agreement. The Receiving Party shall not use the Confidential Information for any reason other than the Purpose; it shall not reverse engineer or copy the design, samples or prototypes, or any components thereof, of any Confidential Information for any purpose. The Receiving Party shall protect the Disclosing Party’s Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event using less than reasonable care, and shall be responsible for any breach of this Agreement by its Representatives.

C. Exclusions from Confidential Information. Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party; (b) was in the Receiving Party’s possession prior to receipt from the Disclosing Party as evidenced by the Receiving Party’s contemporaneously written records; provided that the source of such information was not known to the Receiving Party to be bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; (c) is received by the Receiving Party from a third party on a non-confidential basis, unless the Receiving Party knows that the third party is bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; or (d) is or was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party as evidenced by the Receiving Party’s contemporaneously written records.

D. Disclosures Required by Law. Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed by a Receiving Party as required by applicable law or legal process, provided the Receiving Party notifies the Disclosing Party prior to such disclosure, except where impracticable or prohibited by law, so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure. However, such information shall remain subject to this Agreement in all other respects.

E. Ownership of Confidential Information. Subject to Section 5 of this Agreement, all Confidential Information shall be and shall remain the exclusive property of the Disclosing Party. Neither this Agreement, nor a Party’s performance under it, will: (a) transfer to the Receiving Party, or create in the Receiving Party, any proprietary right, title, interest or claim in or to any of the Disclosing Party’s Confidential Information; or (b) be construed as granting a license to the Disclosing Party’s Confidential Information.

F. Return or Destruction of Confidential Information. Within thirty (30) days after the termination of this Agreement or upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or, at its option, use commercially reasonable efforts to destroy, with such destruction certified in writing, all Confidential Information of the Disclosing Party or copies thereof in the Receiving Party’s possession, together with all notes, analysis, drawings, documents, designs, product samples,

prototypes and other tangible manifestations of the Confidential Information. The Receiving Party may retain one (1) copy of the Confidential Information for legal and compliance purposes and any electronic back-up copies maintained in the ordinary course of business.

G. Representations. Each party represents that to the best of its knowledge it has the right to disclose its Confidential Information to the other party. Except as specifically provided herein, the Receiving Party understands and acknowledges that any and all information contained in the Confidential Information furnished by the Disclosing Party hereunder is being provided “AS IS” without any assurance, guarantee, representation or warranty, expressed or implied, including, without limitation, any warranty that the information is accurate, complete or non-infringing.

H. Injunctive Relief. The Parties acknowledge that monetary damages may not be a sufficient remedy for any breach of this Section 11.2, and that actual damages may be difficult to ascertain, and it is therefore agreed that the Disclosing Party, in addition to, and without limiting, any other remedy or right it may have, shall have the right to seek equitable relief, including without limitation injunctive relief, issued by a court of competent jurisdiction, and the Receiving Party hereby agrees to waive any requirement for the security or posting of any bond. Any and all rights and remedies of a Disclosing Party under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

11.3 Analysis results are prepared and supplied exclusively for the internal business use of the customer and should not be divulged to any third party for any purpose without the prior written agreement of Member issuing the Results. In addition, the customer is required to maintain secrecy concerning all services provided by a Member and the results of those services as well as the composition of products and software delivered by a Member. Even if written consent to disclosure is given by a Member, 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 Member and its Representatives against any liability which any of them may incur as a result of such divulgence or any such third party reliance.

12 Miscellaneous

12.1 These Terms may be modified in writing from time to time by a Member, and orders will be governed by the most recent version of these Terms that is in effect at the time the Member accepts the order.

12.2 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms, all other parts shall still apply to the greatest extent possible.

12.3 Failure by any Member or the customer to exercise its rights under these Terms shall not constitute a waiver or forfeiture of such rights.

13 Governing Law/ Jurisdiction

13.1 These Terms will be governed by and construed under the laws of the State of Delaware, without regard to its conflicts of law rules.

13.2 The parties hereby agree that any dispute pertaining to these Terms shall be heard by the courts serving the state and county in which the Member who accepted the order has its principal office location, which shall have exclusive jurisdiction.