

TERMS AND CONDITIONS OF INTAVIS PEPTIDE SERVICES GMBH

1. GENERAL PROVISIONS

- 1.1 These General Terms and Conditions ("**Terms and Conditions**") shall apply to all offers, deliveries, and services of Intavis Peptide Services GmbH, Waldhäuser Straße 64, 72076 Tübingen, Germany ("**Intavis Peptide Services**"). Deviating and/or supplementary terms and conditions of the customer ("**Customer**") shall not apply.
- 1.2 These Terms and Conditions shall apply to ongoing business relations as well as to all of the parties' future transactions.

2. CONCLUSION OF CONTRACT

- 2.1 Offers made by Intavis Peptide Services ("**Offer(s)**") are subject to change and not binding.
- 2.2 Any illustrations, drawings, indications of weights or other amounts specified in Offers or in Intavis Peptide Services' price lists and/or other material are made to the best knowledge of Intavis Peptide Services but are only accurate if such accuracy is expressly confirmed by Intavis Peptide Services.
- 2.3 Customer orders shall only be binding upon Intavis Peptide Services' written order confirmation, but no later than upon delivery by Intavis Peptide Services to Customer of the products and/or services ordered by Customer. Intavis Peptide Services' acceptance of an order made by Customer shall create a contract which shall be subject to all applicable provisions of these Terms and Conditions as well as any additional provisions that may be set forth in the Offer ("**Contract**"). In the event of a conflict between the provisions of an Offer and these Terms and Conditions, the provisions of the Offer shall control.

3. PRODUCT DELIVERIES

- 3.1 Intavis Peptide Services shall ship products to fulfil orders ex works (Incoterms 2020) Intavis Peptide Services facilities in Tübingen, Germany, to the destination designated by Customer in its order.

- 3.2 Delivery terms stated in a Contract or otherwise communicated by Intavis Peptide Services are estimated delivery dates only, unless they are explicitly agreed to in writing as binding. They shall begin on the date of order confirmation. Partial product deliveries are permitted.

4. RETENTION OF TITLE

- 4.1 Intavis Peptide Services shall retain ownership of any products sold to Customer until payment has been made in full pursuant to Section 6 of these Terms and Conditions. As long as the retention of title is in effect, the products subject to retention of title may not be pledged, leased or assigned as collateral security without Intavis Peptide Services' prior written consent. In the event of seizures or other third-party claims relating to such products, Customer must notify Intavis Peptide Services without delay and make the third party aware of the retention of title.

- 4.2 Until full payment Customer shall insure the products against loss or damage and, upon Intavis Peptide Services' request, inform Intavis Peptide Services about the location and address of the property where the products are being kept.

5. PERFORMANCE OF SERVICES; RIGHT OF WITHDRAWAL

- 5.1 Intavis Peptide Services shall perform for Customer the services set forth in, and in accordance with, each Contract. Intavis Peptide Services may provide such services ("**Services**") through its employees or qualified contractors.

- 5.2 In order to facilitate prompt and efficient performance of Services, Customer and its personnel shall cooperate fully with Intavis Peptide Services and its personnel in all reasonable respects, including providing information as to Customer requirements and all necessary information regarding Customer's products and facilities.

- 5.3 In the course of performing Services the synthesis may show that the results of the Services as contemplated in the Contract are not reasonably achievable. In such event Intavis Peptide Services shall notify Customer thereof without undue delay, and Intavis Peptide Ser-

vices shall have the right to withdraw from the Contract. Any costs incurred by the performance of Services until the date of withdrawal shall be borne by Intavis Peptide Services, unless otherwise agreed to by the parties.

6. PRICES, FEES, PAYMENT AND TAXES

- 6.1 Prices and fees for products and Services are set forth in the applicable Offer.
- 6.2 Fees for Services may be quoted on a fixed price basis, or on a time and materials basis, as indicated on the applicable Offer. Where fees for Services are quoted on a time and materials basis, such fees are based on “man-days” (eight (8) hours of work per day) or “man-weeks” (forty (40) hours of work per week over a five (5) business day period). In addition, where fees for Services are priced on a time and materials basis, any total monetary amount stated in the applicable Offer shall be an estimate only for Customer’s budgeting and Intavis Peptide Services’ resources scheduling purposes.
- 6.3 Order volumes of less than EUR 100 (not including taxes) are subject to a surcharge of EUR 40.
- 6.4 All prices, fees, charges and other sums payable by Customer to Intavis Peptide Services under a Contract will be due and payable on the dates specified in the applicable Offer, or, if no date is otherwise specified, within thirty (30) days after Customer’s receipt of an invoice.
- 6.5 Intavis Peptide Services may request advance payment as long as any previous order remains outstanding after the due date of payment or if Intavis Peptide Services has otherwise reason to believe that Customer may not be able or prepared to make payment in due time.
- 6.6 Unless otherwise provided in the applicable Offer (including any deposit requirement set forth therein), Intavis Peptide Services shall invoice Customer for fees for Services on a monthly basis in arrears. Customer shall reimburse Intavis Peptide Services for reasonable travel, administrative, equipment, and out-of-pocket expenses incurred in performing the

Services. Such expenses are not included in any fixed price or time and materials estimate unless expressly itemized.

- 6.7 All fees specified in the Offer are exclusive of sales taxes, value added tax and import duties, which Customer shall pay at the applicable rate.
- 6.8 Customer may only set-off claims, and only exercise rights of retention due to claims, which are undisputed or recognized by a non-appealable judgment.

7. INTELLECTUAL PROPERTY OWNERSHIP

- 7.1 Intavis Peptide Services and its licensors shall own worldwide, perpetual, transferable and exclusive rights in any deliverables, documentation, utilities, tools, methodologies, specifications, techniques and other materials or know how developed by Intavis Peptide Services during and in the course of performing Services (“**Work Product(s)**”).
- 7.2 If Intavis Peptide Services owes to Customer a Work Product, Intavis Peptide Services shall grant Customer, upon payment of the corresponding remuneration, a worldwide, perpetual, non-exclusive and non-transferable limited license to use such Work Product.

8. HEALTH AND SAFETY

- 8.1 Unless explicitly stated, products (including Work Products) are intended for in vitro and research purposes only and are not intended for any therapeutic and diagnostic purpose or in vivo application. The customer shall be solely responsible to ensure that the products are suitable for customer’s particular use and that intended use will not infringe statutory law. IPS shall be not responsible for any non-compliant use.
- 8.2 All products (including Work Products) must be handled by skilled persons in suitably designed laboratories. Precautions such as protective clothing must be taken to prevent inhalation of products or contact with skin, eyes or mucous membranes.
- 8.3 The products have not been tested for toxicity. Missing labels or warning signs do not mean that the products are harmless. Contact with food must be excluded.

- 8.4 Customer shall be solely responsible for safe handling, use, storage and disposal of the products according to national laws and regulations.

9. ACCEPTANCE

In case Intavis Peptide Services undertakes to deliver a Work Product, which is subject to acceptance (*Abnahme*), Customer shall test such Work Product to determine whether it meets the agreed upon acceptance criteria. Customer shall notify Intavis Peptide Services without delay about any defect in writing and shall supply Intavis Peptide Services with a reasonable specification of such defect, including a description of any special circumstances surrounding the perceived defect that may reasonably be related thereto ("**Issue Report**"). The Work Product shall be deemed as being accepted, if no Issue Report is received by Intavis Peptide Services within two (2) weeks as of delivery of the Work Product to Customer. If the Work Product has a defect and has not been accepted by Customer, Intavis Peptide Services shall, upon its discretion, eliminate such defect or provide a new product without a defect ("**Remedying a Defect**").

10. WARRANTY ("GEWÄHRLEISTUNG")

- 10.1 Unless otherwise provided in this Section 10, statutory laws shall apply for Intavis Peptide Services' liability for defects of products (including Work Products).
- 10.2 In case of an obvious defect, Customer shall promptly, in no event later than within ten (10) days as of delivery, notify Intavis Peptide Services in writing. In case of non-obvious defects, Customer shall promptly, in no event later than within ten (10) days as of discovery of the defect, notify Intavis Peptide Services in writing.
- 10.3 In case of a defect Intavis Peptide Services may in its own discretion eliminate such defect or deliver a new product ("**Remedying a Defect**").
- 10.4 If Remedying a Defect fails, Customer shall be entitled to claim adequate reduction of the purchase price or fees (as applicable), or, provided that the defect does not only impair the use of the product insignificantly, withdraw from the respective Contract. Such failure may

only occur if Intavis Peptide Services had been given sufficient and appropriate opportunities to remedy the defect within reasonable terms.

- 10.5 The warranty period shall be twelve (12) months as of delivery of the product, except that in case that the product is subject to acceptance, the warranty period shall be twelve (12) months as of acceptance.

11. DISCLAIMER OF LIABILITY

- 11.1 Except for liability according to Product Liability Law and due to death, physical injury or harm to health, and except for non-compliance with a guarantee of quality ("*Beschaffungsgarantie*"), Intavis Peptide Services' liability is limited or excluded as follows.
- 11.2 In the event of negligence, Intavis Peptide Services' liability is limited to reimbursement of typically foreseeable damages. However, in case of slight negligence ("*einfache Fahrlässigkeit*") Intavis Peptide Services shall only be held liable, if Intavis Peptide Services has breached a duty, the fulfillment of which is necessary to adequately perform the Contract, and on the fulfillment of which Customer may rely.
- 11.3 The foregoing limitation of liability shall also apply to the personal liability of Intavis Peptide Services' employees, staff, representatives and vicarious agents.

12. CONFIDENTIALITY

- 12.1 Both parties acknowledge that, in the course of performing a Contract, they may obtain information relating to products and services of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("**Confidential Information**"). Confidential Information includes the Work Product, deliverables and all communications concerning Intavis Peptide Services' or Customer's business and marketing strategies including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether

patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made.

12.2 The parties shall at all times, both during the term of the Contract and thereafter, keep in trust and confidence all Confidential Information of the other party and shall not use such Confidential Information other than as necessary to carry out their respective duties under the Contract, nor shall either party disclose any such Confidential Information to third parties without the other party's prior written consent.

12.3 The obligations of confidentiality shall not apply to information (a) which has entered the public domain except where such entry is the result of a party's breach of a confidentiality obligation; (b) which prior to disclosure hereunder was already in the receiving party's possession without restriction; (c) which subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; (d) which was developed by the receiving party without use of Confidential Information or (e) to the extent a party is required to disclose such information pursuant to law or a court order.

12.4 Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of a Contract without the prior written consent of the other party, except that either party may disclose the terms of a Contract to potential acquirers, accountants, and attorneys, or to potential investors.

13. MISCELLANEOUS PROVISIONS

13.1 Customer may not assign a Contract or any of its rights or obligations under a Contract without the prior written consent of Intavis Peptide Services. Intavis Peptide Services may assign or otherwise transfer its rights and obligations under a Contract to an entity that succeeds to all or substantially all of the business or assets of Intavis Peptide Services relating to the Contract whether by sale, merger, operation of law or otherwise.

- 13.2 The relationship of the parties hereunder is that of independent contractors, and no Contract will be construed to imply that either party is the agent, employee, or joint venture of the other.
- 13.3 Written form within the meaning of these Terms and Conditions shall include email correspondence.
- 13.4 Intavis Peptide Services may amend these Terms and Conditions upon one (1) month written notice to Customer. The amendments shall be deemed having been approved by Customer and apply as of their effective date proposed by Intavis Peptide Services, unless Customer has notified Intavis Peptide Services in writing of its disapproval prior to their proposed date of entry into force. In the event of Customer's written notice of disapproval, these Terms and Conditions shall continue to apply without any changes.
- 13.5 The Contract is subject to German law with the exception of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 13.6 The courts of Tübingen, Germany, shall have sole jurisdiction over all legal disputes arising out of or in connection with a Contract. Intavis Peptide Services, however, shall remain entitled to commence court proceedings at the seat or general place of jurisdiction of Customer.
- 13.7 Should individual provisions of a Contract be invalid or unenforceable for actual or legal reasons, without rendering the continuity of the remaining provisions unreasonable as a whole for either party, the validity of the remaining provisions shall not be affected. The same shall apply in the event of a contractual gap. In lieu of the invalid or unenforceable provisions or to close any contractual gap, the parties shall agree to a provision that comes closest to fulfilling the economic purpose intended by the parties.