

Translation of GENERAL TERMS AND CONDITIONS

Effective from January 2023

1. Application

- a) These terms and conditions of CANDOR Bioscience GmbH (hereinafter referred to as "CANDOR") shall apply to all contracts with entrepreneurs (sec. 14 BGB [*German Civil Code*]), governmental entities and special governmental estates in the course of business activities.
- b) These terms and conditions as amended and valid at a time shall apply exclusively to all deliveries and services of CANDOR. They shall also govern all future business relationships, even if no express further reference is made to their applicability.
- c) Any differing or additional agreements, in particular any terms and conditions of the client, shall only become part of the contract if they have been confirmed and acknowledged by CANDOR in writing. Silence on the part of CANDOR shall not be considered as consent. Herewith, CANDOR already expressly objects to any confirmations of the client to the contrary containing differing conditions.

2. Content of the contract

- a) All offers are non-binding unless otherwise foreseen by CANDOR in the offer in writing.
- b) Commissions and orders by the client shall not lead to any purchase or service agreement before CANDOR has confirmed the order in writing. If CANDOR does not send any order confirmation, the dispatch of the goods and the accompanying invoice shall be considered an order confirmation in writing.
- c) All declarations aiming at the conclusion, amendment or termination of contracts must be in writing.

3. Prices

- a) The prices indicated in the order confirmation shall apply.
- b) Commissions will be charged with an additional flat fee for packaging and dispatch within Germany. The fee for dispatch within Germany can always be found in the current price list for Germany.
- c) Dispatch to destinations outside Germany shall be possible against prepayment only and requires an order value of at least € 250.00. Expenses for packaging and dispatch as well as potential customs and customs clearance costs for deliveries to destinations outside Germany shall be borne by the client. Such costs will be invoiced depending on the expenditure.

- d) All prices are exclusive of statutory German value added tax or comparable tax in other countries. Clients within the EU are obligated to indicate their VAT identification number.

4. Payment conditions / default interest / offset / right of retention

- a) The invoice amount is due within 20 days from the date of the invoice, without any deductions, unless otherwise stated in the invoice.
- b) In the event of a default in payment, subject to the reservation of the right to claim further damages, default interests in the amount of 9% above the base interest rate of the European Central Bank shall be payable. In the event of the client's default in payment, CANDOR shall be entitled to refuse all deliveries and services to the client, including those resulting from other contractual relationships. CANDOR shall not be liable for potential damages resulting from such non-delivery or such non-performance.
- c) If payment by instalment has been agreed on and if the client is in default with regard to an instalment, the remaining amount shall be due immediately.
- d) The client shall only be entitled to offset or retain if its counterclaims have been established in a legally valid judgment, are undisputed or have been acknowledged by CANDOR. The client shall be entitled to exercise its right of retention only to the extent that its counterclaim results from the same contractual relationship.
- e) Bills of exchange or cheques will not be accepted. CANDOR reserves the right to demand prepayment, payment by cash upon delivery, or the provision of a security. If the order volume amounts to € 5,000.00 or more, the client shall assent to the discrete obtaining of a bank reference with regard to its ability to pay at the time the order is accepted unless it has revoked its consent before in writing. Personal data obtained in such manner shall only be used for the purpose of assessing the ability to pay, they shall not be passed on to third parties and they shall be deleted immediately upon completion of the assessment. Further information on the handling of client data can be found in clause 12 of these terms and conditions.
- f) In the case of a substantial deterioration of the client's financial situation that puts CANDOR's claims at risk; if, in particular, the opening of insolvency proceedings with regard to the client's assets is

requested, CANDOR shall be entitled to refuse delivery until the purchase price has been paid or a security has been provided. If the client neither pays nor provides any security within a reasonable period of time, CANDOR shall be entitled to rescind the contract, whereby the client may not raise any claims for compensation.

5. Delivery period / partial deliveries

- a) Binding delivery dates must be agreed on in writing. The agreed delivery period shall commence on the date of the order confirmation. The period shall be deemed to be adhered to if the delivery item is dispatched prior to the expiry of the period. If CANDOR assents to subsequent modifications of the delivery, the delivery period shall commence anew.
- b) If applicable, the delivery period will be extended by the period of time it takes the client to submit to CANDOR the information, documents or materials required for the execution of the order, and, if a down payment has been agreed, until such down payment has been received by CANDOR.
- c) All agreed delivery periods shall apply subject to correct and timely deliveries from sub-suppliers if CANDOR is not responsible for the lack of availability.
- d) To the extent that CANDOR is responsible for non-compliance with warranted periods and due dates or if it is in default, the client's claim shall be restricted to compensation of damages caused by default in the total amount of no more than 5% of the invoice value of the deliveries and services affected by the default. Any further claims are excluded unless CANDOR or CANDOR's vicarious agents or legal representatives have caused the default with intent or gross negligence.
- e) CANDOR shall be entitled to partial deliveries to the extent that the client can be reasonably expected to accept such partial deliveries. Partial deliveries shall be considered as independent deliveries with regard to payment obligations as well as the passing of risk and warranty obligations.
- f) In cases of force majeure, the contractual obligations of both parties shall be suspended. The due dates and periods for the fulfilment of the contractual obligations shall be extended accordingly. Circumstances shall be deemed circumstances of force majeure if they may not be controlled by the contractual parties and if they are unforeseeable events, such as war, raw material or energy shortages, strikes, lockouts, traffic disruptions, official decrees, epidemics, accidents, corporate disruptions and non-compliance with delivery periods of sub-suppliers, to

the extent that such default in delivery was caused by force-majeure reasons. If the disruption is not just temporary, CANDOR shall be entitled to terminate the contract on the grounds of the parts of the contract that have not yet been fulfilled, and to invoice the services rendered up until then.

- g) Liability of CANDOR for the aforementioned delivery delays or any termination of the contract resulting from such delivery delays shall be excluded.

6. Dispatch / passing of risk

- a) CANDOR shall determine the modalities of dispatch unless CANDOR receives written instructions from the client. To the extent that the client determines the modalities of dispatch, it shall bear the costs for such dispatch.
- b) The risk of accidental loss or accidental deterioration of the goods shall pass to the client as soon as the dispatch containing the delivery items has left CANDOR's sphere of influence by being handed over to the forwarder or the post office etc. This shall apply irrespective of who bears the transport costs. Upon written request, CANDOR shall take out insurance for the goods at the client's expense.
- c) If the goods are ready for dispatch and the dispatch is delayed for reasons the client is responsible for, the risk will pass to the client upon receipt of the notification of readiness for dispatch. In this case, CANDOR shall be entitled to store the goods at its reasonable discretion and at the client's expense and risk, and to invoice the goods as if they had been delivered.
- d) In case of the dispatch of articles and other parts to CANDOR and in case of returns, the respective sender shall bear the transport risk until arrival at CANDOR as well as all incurred transport costs. This shall not apply to returns within the scope of a vested right of return.

7. Retention of title

- a) CANDOR shall retain title to the goods it delivers until the client has paid all receivables arising from its business relationship with CANDOR. The reserved goods must be neither pledged nor assigned as a security. The client shall be entitled to sell the reserved goods only in the course of its regular business. The resale authorisation shall lapse if the client has agreed a covenant against assignment with its purchasers.
- b) In advance, the client shall assign its claims arising from the resale of the reserved goods primarily to CANDOR in the amount of the invoice total to

collateralise the claims arising from the business relationship. The client will offset payments it receives from the sale of reserved goods primarily with the portion of the total claim it has not assigned to CANDOR unless expressly stated otherwise by the paying party.

- c) To the extent that any retentions of title exist in favour of CANDOR or claims of the client have been assigned to CANDOR, the client is obligated to provide information that is required to safeguard CANDOR's rights. This shall apply, in particular, to pledges or other third-party access to the goods or to claims assigned to CANDOR. The client shall bear any intervention costs. In case of any third-party access to the reserved goods, the client shall be obligated to indicate CANDOR's title and to notify CANDOR without delay. The client shall avoid third-party access to the reserved goods as far as possible.
- d) The client shall be entitled to collect the claims assigned to CANDOR until revocation. CANDOR's right to collect the assigned claims itself shall remain unaffected.
- e) In case of combination, mixing or blending with other goods not owned by CANDOR, CANDOR shall acquire co-title to the new item according to the proportion of the invoice value of the reserved goods to the invoice value of the other processed articles.
- f) To the extent that the value of the securities provided to CANDOR exceeds the amount of the claims by more than 20%, CANDOR shall be obligated to a corresponding reassignment.
- g) If the client is in default, CANDOR shall be entitled to take the delivered goods into custody itself on the grounds of the retention of title until the client has paid. The client shall bear the storage costs. In this case, there will be no withdrawal from the contract unless CANDOR expressly declares rescission of the contract.

8. Incoming goods inspection / defect of quality / warranty

- a) There shall be no claims based on defects if the delivered items are suited for the use defined in the contract or for their common use, and if they are of a quality which is common in items of such type and which the client may expect for the respective type of item. CANDOR shall take responsibility for a certain quality with regard to suitability or intended purpose only if this was expressly agreed; otherwise, the client shall exclusively bear any risk in terms of suitability and use.

- b) The client shall inspect the received goods promptly upon receipt, i.e. without undue delay. There shall be no claims based on defects unless defects are notified in writing without delay; hidden defects must be notified without delay upon their discovery. Otherwise the delivery will be deemed to be accepted.
- c) The client is to give CANDOR the opportunity to inspect the complaint without delay, in particular it is to provide CANDOR with damaged goods for inspection. If it refuses to do so, CANDOR shall be exempt from liability for defects. Only in urgent cases, where there is a risk to operational safety and where disproportionate damage must be avoided – of which CANDOR must be notified without delay – or if CANDOR is in default remedying the defect, the client shall be entitled to remove the defect itself or to have it removed by third parties or to demand compensation from CANDOR for the necessary costs. If the notification of defects was made unjustly, CANDOR will be entitled to demand compensation from the purchaser for the expenses incurred by CANDOR.
- d) With regard to remedy of defects, CANDOR must always be given the opportunity for subsequent fulfilment within a reasonable period of time. If there is a defect, CANDOR will, at its discretion, perform subsequent fulfilment, either by replacement delivery or rework, to the extent that its cause existed already at the time of the passing of the risk.
- e) Any replacement or rework shall be deemed a failure after the second unsuccessful attempt. In this case, the client may – without prejudice to any damage claims pursuant to clause 9 – rescind the contract or reduce the remuneration. In case of a minor defect, however, there shall be no right to rescind the contract.
- f) Warranty and damage claims shall lapse in the case of improper handling and processing of CANDOR's products. In particular, CANDOR shall not assume any liability for defects and damages that have arisen from unsuitable and improper use, non-compliance with instructions for use or incorrect or negligent handling. This shall also apply to improper storage or non-compliance with hygiene rules, unless the client proves that such circumstances have not caused the notified defect.
- g) Any claims by the client for damages or compensation for futile expenses may only be valid within the meaning of clause 9 and are excluded otherwise. Defect-of-quality claims shall lapse within 12 months upon delivery. This shall not apply to the extent that longer periods are stipulated by law.

9. Other liability

- a) Unless otherwise stipulated below, any other and further claims by the client vis-à-vis CANDOR shall be excluded. This shall apply, in particular, to damage claims on the grounds of violation of obligations arising from the contractual obligation and from tort, as well as to claims for reimbursement of expenses and to claims for compensation for any other direct or indirect damage – including collateral or consequential damage, regardless of the legal grounds. In particular, CANDOR shall not be liable for lost profit or other pecuniary loss of the client.
- b) The above-mentioned limitations of liability shall not apply to the extent that there is mandatory liability. CANDOR shall be liable for damages – regardless of the legal grounds – in cases of intent and gross negligence. In cases of ordinary negligence, CANDOR shall be liable only (i) for damages arising from injury to life, body or health; (ii) for damages arising from a violation of an essential contractual obligation. Essential contractual obligations are obligations the fulfilment of which makes the proper execution of the contract only possible and in the compliance of which the client may trust. However, the damage claim for the violation of essential contractual obligations shall be limited to typical contractual damages and foreseeable damages.
- c) The above-mentioned limitations of liability shall not apply, either, to the extent CANDOR has fraudulently concealed a defect or if it has guaranteed the quality of an item.
- d) To the extent that the client is entitled to damage claims within the meaning of this clause, such damage claims shall lapse upon expiration of the limitation period applying to defect-of-quality claims pursuant to clause 8 (g). This shall not apply to the extent that longer periods are stipulated by law.

10. Use of products

- a) The use of CANDOR products for human medicine, diagnostic, veterinary diagnostic or any other purposes fraught with risk in any form, for example within the scope of food and feed analytics, shall only be admissible if such use is permitted according to law applicable to the client and the user, and if the relevant authority has issued an authorisation in case such authorisation is required. In any case, it is upon the client to test and, if necessary, validate the suitability of CANDOR's products itself.
- b) Clients who use CANDOR products in industrial production act at their own risk. As CANDOR cannot foresee or control potential methods and processes

for such industrial use of the products, any warranty or liability shall be excluded in this regard.

- c) In such cases, CANDOR's instructions for use and inspection protocols are to be considered non-binding recommendations. Due to the specific characteristics of bio-analytics, which are well-known among experts, CANDOR is unable to warrant and does not owe correct results or reproducibility of analysis results in any case where CANDOR products are being used. Furthermore, CANDOR is unable to guarantee potential storage stabilities of biomaterials or organic materials of any kind, either, also after treatment with or exposure to CANDOR products. Therefore, CANDOR may not be held liable for damages arising indirectly or directly from analyses or measurements or their results or results arising from the use of CANDOR products in the field of bio-analytic. In this respect, the client expressly accepts the particular circumstances and insecurities in the field of bio-analytics when antibodies or other substances with a similar effect are being used.
- d) CANDOR products are not suitable for use by end-users within the meaning of the German consumer protection law and must not be used by end-users. The client shall bear full responsibility for the professional competence and sufficient training of personnel using the products.

11. Advice

To the extent possible, CANDOR will give the client advice with regard to application, to the best of its knowledge but with non-binding effect. This shall also apply, in particular, to compliance with any third parties' industrial property rights. CANDOR's suggestions shall not release the client from the requirement to assess the suitability for the intended purposes of CANDOR products under its own responsibility. CANDOR reserves the right to invoice advisory services as may be agreed.

12. Use of client data

- a) By contacting CANDOR, the client shall assent to the storage and, if applicable, forwarding to the relevant sales partner of its name, order data and address data. CANDOR shall use such data only as part of its order processing and marketing. The controller for the processing of personal data is CANDOR.
- b) To the extent permitted by applicable law, the client shall have the right to withdraw this consent to the use of its personal data at any time by sending an informal notice by e-mail, the right to obtain information free of charge on its stored personal data,

their origin and recipient as well as the purpose of data processing, and, if applicable, the right to rectification, blocking or erasure of such data (within the meaning of Art. 15-19 and Art. 21 of Regulation (EU) 2016/679). The client is entitled to be provided the data that CANDOR processes in an automated way based on the client's consent or as part of the execution of the contract, or have them provided to a third party, in a commonly-used and machine-readable format (within the meaning of Art. 20 of Regulation (EU) 2016/679).

- c) To the extent that the client demands the direct transmission of the data to a different controller, this will only be done if technically feasible. In case of data protection breaches, the client will have the right to file a complaint with the relevant supervisory authority. The relevant authority for data protection issues is the commissioner for data protection and freedom of information of the State of Baden-Wuerttemberg (poststelle@lfdi.bwl.de).

13. Designation of reference customers

CANDOR shall be entitled to designate the client as reference customer for CANDOR's advertisement purposes. The client shall be entitled to object to the designation as reference customer. To this end, an informal notification – including by fax or e-mail – shall suffice. In case of any objection, CANDOR will discontinue any advertisement mentioning the reference customer.

14. Termination, addition or amendment

Any termination, addition or amendment of CANDOR's general terms and conditions must be in writing.

15. Export license

The client shall obtain necessary authorisations, which might be required for exporting the delivered goods, from the relevant authorities in its own name and at its own costs. The refusal of such an export authorisation shall not entitle the client to rescind the contract. To the extent that customs or taxes must be paid, such customs and taxes must be borne exclusively by the client.

16. Place of performance / place of jurisdiction / applicable law

- a) The business relationships shall be governed solely by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

- b) Place of performance for all deliveries and services is Wangen im Allgäu/Baden-Wuerttemberg, Germany.
- c) Place of jurisdiction is the relevant court in each case closest to Wangen im Allgäu/Baden-Wuerttemberg, Germany. Furthermore, CANDOR shall be entitled to assert its own claims at the client's place of jurisdiction at its discretion. The client shall not be entitled to file any counterclaim at a court other than the court where the claim was filed, or to offset the claim with its claim at a court other than the court of the claim.

Status of 01/2023

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