

GENERAL TERMS AND CONDITIONS
of Resea Biotec GmbH (“Resea Biotec”)
valid from 01.08.2021

1 GENERAL

- 1.1 Each offer and contract, and the performance of each offer and contract, whether preparatory or performance-related in nature, including inter alia offers, order confirmations and deliveries, shall be governed exclusively by these General Terms and Conditions. Any departure from these General Terms and Conditions must be agreed upon by Resea Biotec explicitly in writing and shall apply only to the relevant contract.
- 1.2 In these Terms and Conditions, the “Customer” shall be understood to mean any legal entity or natural person who has entered into or wishes to enter into a contract with Resea Biotec and, in addition to the latter, each of their agents, authorized representatives and assignees.
- 1.3 Terms and conditions that are different than these General Terms and Conditions shall apply only if Resea Biotec have accepted them explicitly in writing and only to the relevant contract or contracts.
- 1.4 Should any provision in these General Terms and Conditions be invalid for whatever reason, the rest of these Terms and Conditions shall remain in effect.
- 1.5 Should any provision of these General Terms and Conditions or the contract be invalid for whatever reason, the parties shall negotiate on the contents of a new provision, the content of which shall be as close as possible to that of the original provision.

2 OFFERS

- 2.1 All offers made shall remain valid during a period indicated by Resea Biotec. Failing such a period, the offers of Resea Biotec are without obligation with respect to the price, contents and execution as well as the delivery time and availability for a period not exceeding three months.
- 2.2 All price lists, brochures, drawings, designs, switch diagrams and other information provided are as accurate as possible. These are only binding on Resea Biotec if confirmed explicitly in writing.
- 2.3 All data and/or information provided with an offer shall remain the property or intellectual property of Resea Biotec and must be returned at Resea Biotec’s first request.
- 2.4 The sending of offers, documentation and/or further documentation shall not oblige Resea Biotec to deliver or accept the order, unless the offer is irrevocable and the Customer indicates that they accept this offer.
- 2.5 Resea Biotec reserves the right to make technical modifications to the extent that this does not alter the function and use of the goods. As a result, technical specifications, as well as dimensions and weights, may alter or be altered.

3 CONTRACT

- 3.1 Subject to the terms below, a contract with Resea Biotec shall not be entered into until Resea Biotec has explicitly accepted or confirmed a written order in writing. The order confirmation shall be deemed to truly and fully represent the contract.
- 3.2 Any additional agreements or changes made after entering into the contract, as well as any agreements and/or commitments made (orally or otherwise) by staff of Resea Biotec or on behalf of Resea Biotec by Resea Biotec’s salespersons, agents, representatives or other intermediaries shall only be binding on Resea Biotec if Resea Biotec has confirmed these agreements and/or commitments in writing.
- 3.3 A contract for work for which no offer or order confirmation has been sent because of its nature and scope shall be entered into at the moment the actual performance of the contract is started by Resea Biotec or on Resea Biotec’s behalf. The invoice shall also serve as an order confirmation, which shall also be deemed to truly and fully represent the contract. Concerning the terms of Articles 3.1, 3.2 and 3.3, records of Resea Biotec shall be determinative, unless there is written proof to the contrary.
- 3.4 Each contract is entered into by Resea Biotec under the condition precedent that the Customer proves that it is, in Resea Biotec’s sole discretion, sufficiently creditworthy to fulfil the financial terms of the contract.
- 3.5 On or after entering into the contract, and prior to performance or further performance of the contract, Resea Biotec may require security from the Customer to ensure that payment and other obligations will be fulfilled.
- 3.6 Resea Biotec may, if Resea Biotec considers this to be necessary or desirable, engage third parties for the proper performance of the contract.

4 PRICES

- 4.1 Unless stated otherwise, all prices listed are subject to change.
- 4.2 Unless stated otherwise, Resea Biotec’s prices are:
- based on the price levels for purchase prices, wages, wage costs, social security and government charges, freight charges, insurance premiums and other costs applicable at the time of the offer or on the order date;
 - based on delivery DAP (for deliveries in Switzerland or FCA (for deliveries outside Switzerland), subject to the terms of Article 15.3;
 - exclusive of Swiss VAT (MwSt.), import duties, other taxes, levies and charges;
 - stated in CHF; changes in exchange rates, if any, shall be passed on.
- 4.3 In the event of an increase for whatever reason in one or more of the cost-price factors, including but not limited to wages, materials and changes in exchange rates, Resea Biotec may increase the order price accordingly, unless agreed otherwise. In this event, the Customer may dissolve the contract.
- 4.4 With respect to orders and/or deliveries whose net invoice value is for a (certain) low amount, Resea Biotec shall be entitled to charge administration and/or handling costs in advance.

5 DELIVERY AND DELIVERY TIME

- 5.1 Unless agreed otherwise, delivery shall be made FCA Resea Biotec Site (for deliveries outside Switzerland) or DAP (for deliveries in Switzerland), by ship, train, lorry and airplane, respectively. The Customer shall assume the risk for goods the moment the goods are loaded.
- 5.2 The Customer shall inspect the delivered goods or packing for possible shortages or visible damage immediately upon delivery or carry out this inspection after notification from Resea Biotec that the goods are at the Other Party’s disposal.
- 5.3 The Customer shall list on the delivery note, the invoice and/or the transport documents each shortage in or damage to the delivered goods and/or to the packing at the time of the delivery. Unless agreed otherwise, there shall be no requirement to respond to complaints relating to this if this is not done.
- 5.4 Unless the order confirmation states that this is not to apply, Resea Biotec shall be entitled to deliver in parts (i.e. partial deliveries), which Resea Biotec may invoice separately. The Customer shall then be obliged to pay in accordance with the terms as referred to in “Payment” below.
- 5.5 The delivery times indicated are not deadlines, unless agreed otherwise in writing.
- 5.6 Resea Biotec shall not be required to pay any compensation if a delivery is not on time, unless agreed otherwise in writing. If Resea Biotec repeatedly exceeds delivery times and may set a final (reasonable) period for delivery, the Customer may claim in writing that Resea Biotec is in default. If delivery does not take place within that period, the Customer shall be entitled to dissolve the contract (in writing), unless the cause of exceeding the delivery time cannot be attributed to Resea Biotec.
- 5.7 Any change and/or cancellation of all or part of an assignment or order by or at the request of the Customer may only take place with Resea Biotec’s prior written permission

and on condition that the work Resea Biotec has already performed, including all used materials thereto, is paid in full by the Customer. In the event of a change and/or partial cancellation at the Customer’s request, Resea Biotec shall be entitled to pass on the costs and additional costs involved to the Customer and to set a new delivery time.

- 5.8 If the Other Party does not take delivery of the goods within the delivery time or delivery period, or if the Other Party fails to observe an agreed upon on-call period, Resea Biotec shall be entitled to invoice the Customer for the goods in question. Resea Biotec shall also be entitled, at Resea Biotec’s discretion, to store these goods or have them stored, entirely at the Customer’s expense and risk. Should the Customer fail within the applicable period to take delivery or call up the goods, Resea Biotec shall be entitled, at Resea Biotec’s discretion, to the performance of the contract or to the dissolution of the contract, neither option prejudicing Resea Biotec’s entitlement to compensation and/or damages.
- 5.9 Return shipments shall only be accepted after Resea Biotec has given explicit approval in writing.
- 5.10 The Customer shall bear the expense and/or risk of any loss or damage, including breakage, at the time of or resulting from storage (including temporary storage) and/or safekeeping and/or processing of the goods given to Resea Biotec for safekeeping and/or processing, unless such damage can be attributed to an intentional act or omission or gross negligence from Resea Biotec’s side.

6 TRANSPORT/RISK

- 6.1 If the Customer does not provide Resea Biotec with detailed instructions, Resea Biotec shall (according to the standards of responsible business people and traders) determine the method of transport, shipping, packing and suchlike, without accepting any liability for this. The specific wishes, if any, of the Customer in relation to transport and/or shipment shall only be carried out if the Customer has stated in writing that it will bear the additional costs involved.
- 6.2 In principle, the goods shall always be transported at the expense and risk of the Customer, even if at the demand of the carrier bills of lading, transport addresses and suchlike contain the clause that the shipper is to bear the expense and risk of all transport-related loss and damage.

7 INTELLECTUAL PROPERTY

- 7.1 Resea Biotec explicitly retains intellectual property rights in the work carried out for the assignment, it being understood that the intellectual property rights regarding the products and the software subcontracted by Resea Biotec from Applikon based on a distribution agreement or other third parties belong to such subcontractors.
- 7.2 The Customer shall not remove or alter any marking in relation to trademarks, trade names, patents or other rights in the goods Resea Biotec delivers, including markings relating to the confidential nature and secrecy of the goods delivered, unless otherwise agreed. The Customer shall impose this clause on its other contractual parties as a third-party clause.
- 7.3 Resea Biotec shall not accept any liability for infringements of intellectual or industrial property rights of third parties that are due to changes made to the delivered goods without Resea Biotec’s permission.

8 NON-ATTRIBUTABLE BREACH

- 8.1 If Resea Biotec is prevented by force majeure, of either a permanent or temporary nature, from performing the contract in full or in part, Resea Biotec may, without judicial intervention and without being liable to pay compensation or damages, dissolve the contract in full or in part by giving written notification to this effect. In this event Resea Biotec remains entitled to payment from the Customer for performance Resea Biotec had already delivered prior to the occurrence of the force majeure, or to suspend performance or further performance of the contract. In the event of suspension, Resea Biotec may also dissolve the contract in full or in part.
- 8.2 Force majeure includes all circumstances due to which Resea Biotec is unable temporarily or permanently to fulfil its obligations, such as government measures, strikes, failure of Resea Biotec’s suppliers to deliver the goods required to supply the goods and services, as well as any circumstances in which Resea Biotec can no longer be required to perform its obligations or perform them any further with respect to the Customer. Resea Biotec may also invoke force majeure if the circumstances giving rise to the force majeure occur after Resea Biotec’s performance should have been carried out.

9 LIABILITY

- 9.1 Except in the event and to the extent that provisions of mandatory law relating to (product) liability prescribe otherwise, as well as with due observance of the legal rules of public order and good faith, Resea Biotec shall not be bound to compensate for any loss or damage, of whatever nature, to any movable or immovable property or any person, including loss of profit, on the part of the Customer or any third party, which loss or damage is directly or indirectly caused by or connected with any property or good delivered by Resea Biotec or on Resea Biotec’s behalf, or which is directly or indirectly caused by or connected with any use or any application or processing of such property or good, or its storage or safekeeping, or the assembly or installation of such property or good, or making it operational. The Customer explicitly indemnifies Resea Biotec against claims and court actions based on or relating to any such loss or damage, unless the loss or damage is due to the intentional act or omission or the gross negligence of Resea Biotec’s staff and/or third parties engaged by Resea Biotec.
- 9.2 With due observance of the other terms of this Article, Resea Biotec shall in any case not be liable for loss or damage caused directly or indirectly by injudicious use of the goods property delivered, or by its use for a purpose other than that for which it is suitable according to written statements of Resea Biotec contained in the contract with the Customer
- a. it is plausible, in view of the circumstances, that the defect that caused the loss or damage did not exist at the time Resea Biotec put the product on the market, or that this defect occurred subsequently;
 - b. the defect is due to the fact that the product complies with mandatory government regulations;
 - c. it was impossible to discover the existence of the defect based on the state of scientific and technical knowledge at the time Resea Biotec put the product on the market;
 - d. concerning the manufacturer of a part, the defect can be blamed on the design of the product of which the part is a component, or on the instructions provided by the manufacturer of the product.
 - e. the loss or damage is due to careless behavior on the part of the Customer, of the Customer’s staff or other persons it has engaged, or any other person on the side of the Other Party.
 - f. the loss or damage is due to infringement of any patent, model for use, trademark, mark of origin, model right, copyright or neighboring right, right in a semiconductor product or its topography, right in a database or other data collection, or any other industrial or intellectual property right or any other exclusive right, or infringement or violation of a license under any such right, which is the direct or indirect consequence of use and/or application and/or publication or reproduction of information provided by or on behalf of the Customer, such as descriptions, drawings, models, designs and the like.
- 9.3 Liability of Resea Biotec shall be partly assessed on the basis of Resea Biotec’s product liability business interruption insurance Subject to the terms elsewhere in this Article, loss or damage Resea Biotec causes to the Customer (including trading loss) shall always be limited to the sum insured under Resea Biotec’s liability insurance policy. If necessary, at

the Customer's request Resea Biotec will provide information on the sum up to which Resea Biotec is insured.

- 9.4 Compensation shall be considered to be made in full only on fulfilment of the applicable warranty and/or claim obligations, and/or payment by Resea Biotec and/or Resea Biotec's insurer or insurers of the loss established.
- 9.5 The Customer shall always bear the risk of any assistance provided by Resea Biotec in the assembly, making operational and/or installation of goods and not explicitly stated in the assignment.
- 9.6 With respect to advice given, Resea Biotec shall only be liable for ordinarily foreseeable and avoidable shortcomings, on the understanding that such liability shall never exceed the amount of 10 % (ten percent) of the fee stipulated and received for the advice in question.
- 9.7 Subject to the terms elsewhere in this Article 9, a claim for compensation or damages shall be barred after one year has passed since the loss or damage manifested itself, was discovered or recognized or could reasonably have been discovered or recognized, but in any case, after three years have passed since the delivery.
- 9.8 In respect of goods Resea Biotec has purchased from a third party, the terms applicable to the relevant transaction (contracts and/or warranty) shall also apply vis-à-vis the Customer.
- 9.9. Subject to mandatory law Resea Biotec shall under no circumstances be liable to the Customer for any indirect, special, incidental or consequential damages of any nature whatsoever and whether such damage arises in tort, contract, equity, strict liability, or otherwise. Furthermore, subject to mandatory law the liability of Resea Biotec vis-à-vis the Customer shall in aggregate be limited to 10 % (ten percent) of the contract price amount or 10 % of the amount already paid by Customer to Resea Biotec whichever amount is lower.

10 WARRANTY

- 10.1 The goods that leave the factory have been inspected.
- 10.2 Subject to the provisions stated elsewhere in these General Terms and Conditions, Resea Biotec warrants the soundness of the material used and the properties promised in writing. This warranty applies only to new products for a period of twelve (12) months from the Incoterm delivery date (DAP or FCA, respectively, as per above Clause 5.1), unless otherwise agreed in writing. A warranty for goods Resea Biotec has purchased elsewhere will only be given in the event that this is provided by the original manufacturer or manufacturers. A warranty shall apply to products which are not new only if this has been explicitly agreed upon; the provisions of these General Terms and Conditions shall also apply to such a warranty, except in the event and to the extent that explicit deviations are made therefrom.
- 10.3 In the event and to the extent that a warranty has been provided, any such warranty shall not extend to parts made of glass, electrodes, heating elements or parts subject to wear and tear, such as gaskets, drive belts and anything that is similar, in the broadest sense. The decision regarding whether or not parts are covered by the terms of the warranty terms is explicitly at Resea Biotec's discretion.
- 10.4 Defects in the goods covered by the warranty shall be, as determined solely by Resea Biotec, either repaired or replaced with a new delivery. In principle, warranty work is carried out during normal working hours. Warranty work may only be carried out outside normal working hours if a separate service contract has been entered into and only in the event and to the extent that this is specified in that service contract. Resea Biotec is entitled to do the warranty work (or have it done) outside its site if, in Resea Biotec's opinion, this is in the interest of the work, or if the performance of such work at Resea Biotec's site is not reasonably possible or desirable. If the goods offered to Resea Biotec for repair should prove not to show any defects, all costs incurred shall be payable by the Customer, even during the warranty period.
- 10.5 Resea Biotec's warranty obligation shall lapse if the Customer alters or repairs the goods delivered or has the goods altered or repaired, or if the goods delivered are used other than for ordinary purposes (including business purposes), or if the goods are, in Resea Biotec's exclusive opinion, handled, used or maintained injudiciously. Resea Biotec's warranty obligation shall also lapse if the Customer fails or has failed to perform any other obligation (under these General Terms and Conditions and/or the law).
- 10.6 Goods that are eligible for Resea Biotec's warranty work must be sent to the destination indicated by Resea Biotec if such repair or replacement cannot be performed at Customer's site. Shipments of repaired and/or replaced goods returned by Resea Biotec shall also be at the Customer's expense and risk.
- 10.7 The warranty obligations of Resea Biotec as stated in these General Terms and Conditions are considered as exclusive and in lieu of any other rights or remedies provided by law or otherwise.

11 COMPLAINTS

- 11.1 The Customer must inspect the goods immediately after delivery and as thoroughly as possible. Any complaints about failures or defects must be reported to Resea Biotec in writing within eight working days of delivery.
- 11.2 Failures or defects that cannot reasonably be discovered within the a forementioned period must be reported to Resea Biotec in writing immediately after discovery and within six months of delivery at the latest.
- 11.3 After expiry of this period or these periods, the Customer shall be deemed to have approved the goods or the invoice. At that time, Resea Biotec shall no longer handle any complaints.
- 11.4 In the event that the complaint is considered well-founded, Resea Biotec shall only be obliged to take back the faulty goods and to replace them or make up any shortage, if the Customer is not entitled whatsoever to enforce any additional right to any compensation.
- 11.5 The submission of a complaint shall never release the Customer from its payment obligations vis-à-vis Resea Biotec.
- 11.6 Delivered goods may only be returned with Resea Biotec's prior, written permission, under the conditions to be determined by Resea Biotec.

12 RETENTION OF OWNERSHIP

- 12.1 Notwithstanding the terms stated elsewhere in this contract, Resea Biotec shall retain ownership of the goods Resea Biotec has delivered to the Customer until the Customer has paid in full everything the Customer owes to Resea Biotec under all written contracts entered into between Resea Biotec and the Customer, on which the delivery or deliveries were based, including all obligations to pay aggregate balances and all claims by Resea Biotec in respect of breach by the Customer of such contracts (including interest, costs and penalties).
- 12.2 For such goods, Resea Biotec shall acquire a non-possessory right of pledge, for which the Customer grants now (to be effective then) its irrevocable permission for the amount of the value of the claims outstanding or still outstanding at such time.
- 12.3 The Customer may resell or use the goods in the context of its normal business operations, but may not as long as they are subject to Resea Biotec's retention of ownership pledge or otherwise encumber them with a restricted right.
- 12.4 Resea Biotec shall be entitled at all times, on the basis of the terms of this Article, to take back the goods (or have them taken back) from the Customer or its holders if the Customer fails to fulfil its obligations. The Customer undertakes to cooperate in this respect.
- 12.5 In the event of resale by the Customer of goods that are or remain partially or completely unpaid for, the Customer assigns to Resea Biotec now (to be effective then) the claims

against its purchaser (the second purchaser) that arise from this resale, which assignment shall then be considered as full or partial payment. The Customer is obliged to give Resea Biotec the relevant information at Resea Biotec's first request, so that Resea Biotec can claim the amount owed directly from the secondary purchaser. The amount that the secondary purchaser pays to Resea Biotec will be deducted from the total owed to Resea Biotec by the Customer. In the event of resale, the Customer is also obliged to retain ownership in the same way as referred to in this Article.

13 PAYMENT

- 13.1 Payment shall be made by deposit or transfer to a bank account indicated by Resea Biotec within 30 days of the invoice date, failing which the Customer shall be in default by operation of law without any notice of default being required. The value date quoted on Resea Biotec's bank statements is decisive and shall therefore be considered as the payment date.
- 13.2 Each payment from the Customer shall first serve to pay off the interest owed by the Customer as well as the collection and/or administration costs incurred by Resea Biotec, and shall subsequently be deducted from the outstanding claims, starting with the oldest.
- 13.3 In the event that the Customer:
 - a. is declared insolvent, relinquishes the estate of the Customer, files an application for a moratorium on payment, or attachment is levied on all or part of the property of the Other Party;
 - b. dies or is placed under guardianship;
 - c. fails to fulfil any obligation to which the Customer is subject under the law or these Terms and Conditions;
 - d. fails to pay the amount of an invoice, in full or in part, within the stipulated period; solely due to the occurrence of one of the circumstances referred to in a, b, c or d, Resea Biotec shall be entitled either to dissolve the contract by giving written notification to this effect or to receive any amount owed by the Customer on the basis of the work and/or goods Resea Biotec has delivered forthwith (after notice of default) in its entirety, and also to receive back the goods delivered but not paid or not yet paid as Resea Biotec's property, all this without prejudice to Resea Biotec's right to compensation for costs, losses and interest.
- 13.4 From the moment the payment period expires without payment of the amount due, Resea Biotec shall be entitled to dissolve the contract wholly or in part, unless the breach, in view of its special nature or minor significance, does not justify such dissolution and its consequences.

14 INTEREST AND COSTS

- 14.1 From the moment the Customer is in default until the date of payment in full, the Customer shall owe default interest of 1.5% per month (including parts of a month). This shall not affect Resea Biotec's right to receive full compensation or damages under the law.
- 14.2 All court and out-of-court costs to be incurred shall be payable by the Customer. The out-of-court collection costs shall amount to at least 15% of the amount owed by the Customer, including the a forementioned interest.

15 APPLICABLE LAW

- 15.1 Each offer and each contract, and its execution, are governed exclusively by Swiss law, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).
- 15.2 The English version of these General Terms and Conditions is binding. In the event one or more clauses in these General Terms and Conditions is contrary to law, the other clauses in these General Terms and Conditions shall remain fully in effect.
- 15.3 The interpretation of international commercial terms shall be governed by the "Incoterms 2020", as drawn up by the International Chamber of Commerce in Paris (I.C.C.).

16 DISPUTES

- 16.1 Any disputes arising from or relating to the contract shall only be brought for settlement to the competent court in the district where Resea Biotec has its registered office, unless Resea Biotec - as plaintiff - prefers a competent court elsewhere.

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Burgdorf, 01.08.2021