General Terms and Conditions of Sales

SensID GmbH · Schillingallee 68 · 18057 Rostock · Germany

1. General/Sphere of validity

1.1 The Terms and Conditions of Sale shall apply exclusively; we do not recognise any conditions of the customer that conflict with or differ from our Terms and Conditions of Sale unless we have expressly agreed in writing to their validity. Our Terms and Conditions of Sale shall apply even if we make a delivery to the customer without reservation with knowledge of the customer's conflicting or differing terms and conditions.

1.2 Additions or amendments to agreements made, including these Terms and Conditions of Sale, shall require written form in order to be effective. Trans- mission by fax shall suffice to meet the written form requirement.

1.3 These Terms and Conditions of Sale shall apply only in relation to companies, legal entities under public law or special funds under public law as defined by § 310 (1) BGB (Civil Code).

1.4 These Terms and Conditions of Sale shall also apply to all future transactions between us and the customer.

2. Offer and conclusion of contract

2.1 Our offers are without commitment and non-binding. All purchase orders of the customer shall require our written order confirmation to become legally effective. Transmission of our order confirmation by mail shall suffice to meet the written form requirement. With every purchase order of the customer it is confirmed that the purchase order is executed for a company, legal entity under public law or special fund under public law as defined by

§ 310 BGB.

2.2 Information about our goods (measurements, weights or other performance data) as well as our representations of them (e.g. drawings and illustrations) are only approximations unless otherwise expressly agreed in writing. They do not constitute guaranteed quality features; they are only descriptions or depictions of our goods. Deviations that are customary in the trade, deviations due to legal regulations or those that represent technical improvements shall be permissible insofar as they do not impair the usability for the contractually designated purpose.

2.3 We reserve rights of ownership and copyright in respect of cost estimates, drawings, illustrations, calculations and other documents. They shall apply in particular, but not exclusively, to documents designated as "confidential". The customer shall require our express written consent prior to for- warding these to third parties.

3. Prices/Terms of payment

3.1 Insofar as nothing to the contrary is stated in the order confirmation, our stated prices shall be "ex works", including packaging, but not including a dry-ice fixed fee, which may be applicable depending on the ordered goods, and not including the legally applicable VAT, customs duties or other fees and public charges which must be paid by customer additionally.

3.2 We reserve the right to make reasonable adjustments to our prices if, after conclusion of the contract, cost decreases or cost increases occur, in particular due to tariff decisions or changes in material prices, and there is a period of at least 6 weeks between conclusion of the contract and delivery of the goods. We shall provide documentation of this to the customer upon request.

3.3 Insofar as nothing to the contrary is stated in our order confirmation, the net purchase price (without deduction) shall be due for payment within 14 days of the date of invoice. The statutory regulations concerning the con- sequences of delayed payment shall apply.

3.4 The customer shall only be entitled to offsetting if their counterclaim is res judicata, undisputed or acknowledged by us. Furthermore, the customer shall only be entitled to exercise a right of retention if their counterclaim is based on the same contractual relationship.

3.5 We shall be entitled to execute outstanding deliveries only against advance payment or collateral if, after conclusion of the contract, we become aware of circumstances that reduce the customer's creditworthiness to a substantial degree, thereby jeopardising payment from the customer of our out- standing claims from the relevant contractual relationship (including those from other individual orders for which the same framework contract ap- plies).

4. Delivery and performance period

4.1 Delivery dates or periods that may be agreed on a binding or non-binding basis shall require written form.

4.2 We shall not be liable for impossibility of delivery or for delays in delivery insofar as they have been caused by force majeure or other occurrences not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any type, difficulties in procurement of material or energy, transport delays, strikes, lawful lockouts, staff shortages, energy or raw materials shortages, difficulties in obtaining necessary approvals from authorities, regulatory actions by authorities, deliveries from our suppliers not being made, not being made correctly or not punctually) for which we are not responsible. Insofar as such occurrences make performance substantially more difficult or impossible for us and the hindrance is not merely temporary, we shall be entitled to withdraw from the contract. In the case of hindrances of temporary duration, the periods for performance shall be extended or delivery deadlines postponed in line with the period of the hindrance plus a reasonable start-up period. Insofar as the further performance of the contract would be unreasonable for the customer due to the delay, the customer may withdraw from the contract by immediate written declaration to us.

4.3 If we are in delay with a delivery or if delivery is impossible for us, irrespective of the reason, our liability for compensation shall be restricted in accordance with Section 8. of these Terms and Conditions of Sale.

4.4 Compliance with our terms of delivery and performance shall require punctual and proper fulfilment of the customer's obligations.

5. Transfer of risk

5.1 Insofar as nothing to the contrary is stated in our order confirmation, delivery "ex works" is agreed.

5.2 Insofar as the customer requests a delivery, the risk shall be transferred to the customer as soon as the goods have been transferred to the person undertaking the transport or when they have left our warehouse for the purpose of dispatch. The customer shall pay the costs of transport.

6. Use within the framework of statutory regulations

The customer's purchase order shall at the same time constitute a declaration that these sub-stances shall be used only to the extent permitted by law or authorities.

7. Claims based on defects

7.1 Our goods are tested and approved exclusively for Research and Development purposes. The use of our goods for other purposes, especially for medical applications and food or luxury food processing shall not be permitted.

7.2 The claims based of defects shall become time-barred 3 months from de- livery or, insofar as acceptance is necessary, 3 months from the time of acceptance.

7.3 The delivered goods must be examined carefully for defects immediately after delivery to the customer or to a third party designated by the customer. They shall be deemed to be accepted if we have not received a written complaint, at least by mail, relating to obvious or other defects that were identifiable in an immediate, careful examination within seven working days after delivery of the goods or otherwise within seven working days after discovery of the defect or any earlier point in time at which the defect was noticed by the customer in the course of normal use of the goods with- out closer examination.

7.4 If the customer has fulfilled their obligations in accordance with Section 7.3 and a defect exists in the goods, we shall be entitled, at our discretion and within a reasonable period of time, to rectify the goods or deliver new goods. In the case of failure, i.e. impossibility, unacceptability, refusal or unreasonable delay in rectification or replacement delivery, the customer may withdraw from the contract or reduce the purchase price to an appropriate degree.

7.5 If we are at fault for the defect, the customer may demand compensation under the conditions stated in Section 8.

8. Liability for compensation on account of culpability

8.1 Liability for compensation, irrespective of the legal reason, especially due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contractual negotiations and tortious act, to the extent that this involves culpability, shall be limited in accordance with this Section 8.

8.2 We shall be liable for gross negligence of our corporate bodies, legal representatives, employees and other vicarious agents. In the case of ordinary negligence by our corporate bodies, legal representatives, employees and other vicarious agents we shall be liable only insofar as this constitutes a breach of material contractual obligations. Material contractual obligations are in particular the obligation of punctual delivery of goods that are free of substantial defects as well as duties of advice, protection and care the purpose of which is to facilitate contractual use of the goods by the customer or the purpose of which is the protection of life and health of the customer's staff or the protection of the customer's property from substantial damage.

8.3 Insofar as we are liable for compensation on the grounds of and in accordance with Section 8.2, this liability shall be limited to the loss or damage that we foresaw at the time of conclusion of the contract as a possible con- sequence of a breach of contract or which we should have foreseen with customary due diligence. Furthermore, indirect loss or damage and consequential loss or damage resulting from defects in our goods shall only be eligible for compensation insofar as such loss or damage is to be typically expected with use of the goods for the designated purpose.

8.4 The above liability exclusions and restrictions shall apply to the same ex- tent in favour of our corporate bodies, legal representatives, employees and other vicarious agents.

8.5 The restrictions of this Section 8. shall not apply for our liability with regard to willful conduct, guaranteed quality features, injury to life, body or health or under the Product Liability Act (Produkthaftungsgesetz).

9. Securing retention of title

9.1 We retain title to our goods until receipt of all payments from the business relationship with the customer. As long as the retention of title exists, the customer shall store the goods for us free of charge. If the customer is in breach of contract, in particular in the case of delayed payment, we shall be entitled to take back the goods. After taking back and selling the goods, the proceeds shall be offset against the customer's liabilities, less reasonable realisation costs.

9.2 The customer shall be required to handle the goods with care.

9.3 In the case of seizures and other interventions by third parties, the customer must notify us in writing immediately so that we can bring an action in accordance with § 771 ZPO (Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for court and out-of-court costs of an action in accordance with § 771 ZPO, the customer shall be liable to us for the shortfall.

9.4 The customer shall be entitled to resell the purchased goods in the ordinary course of business; however, the customer assigns to us already now all claims in the amount of the final invoice (including VAT) of our claims against the customer, which are due to the customer from the resale of the goods to the respective purchasers or third parties irrespective of whether the purchased goods have been resold without or after processing. The customer shall be entitled to collect the claim even after the assignment. Our right to collect the claim ourselves shall remain unaffected. However, we undertake to refrain from collecting the claim as long as the customer complies with their payment obligations from the received proceeds, is not in delay with payment and, in particular, provided there is no application for the opening of insolvency proceedings or suspension of payments. How- ever, if this is the case we may demand that the customer must notify us about the assigned claims and their debtors, provide all information re- quired for collection, provide the necessary documents and notify the debtors (third parties) about the assignment.

9.5 Processing or alteration of the purchased goods by the customer is always carried out on our behalf. If the purchased goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new items in proportion of the value of the purchased goods (final invoice amount including VAT) compared to the value of the other processed items

at the time of processing. Otherwise, the same shall apply for any items brought about by processing as for the purchased goods delivered under reservation.

9.6 If the purchased goods are mixed inseparably with other items that do not belong to us, we shall acquire co-ownership of the new items in proportion of the value of the purchased goods (final invoice amount including VAT) compared to the value of the other mixed items at the time of mixing. If the mixing ensues in such a way that the customer's goods are to be regarded as the main item, it shall be considered agreed that the customer transfers ownership to us on a pro-rata basis. The customer shall preserve for us the sole ownership or co-ownership that arises in this way.

9.7 We undertake to release the collateral due to us upon request from the customer insofar as the realisable value of our collateral exceeds the claims to be secured by more than 10%; we shall be entitled to choose which collateral to release.

10. Place of jurisdiction/Place of performance

10.1 Rostock (Germany) shall be the exclusive place of jurisdiction; however, we shall also be entitled to bring an action against the customer at the court at their place of residence.

10.2 The law of the Federal Republic of Germany shall apply, excluding UN sales law.

10.3 Insofar as nothing to the contrary is stated in our order confirmation, our headquarters shall be the place of performance.

11. Validity of individual provisions

If individual provisions are ineffective, the validity of the other provisions shall not be thereby affected.

12. The "Restricted Use & No Resale Provision":

Restricted Use; No Resale; No Commercial Redistribution

The Products, Materials, and any associated data provided by SensID are supplied for Customer's internal research, assay development, and quality control purposes only.

Customer shall not, without prior written consent of SensID:

(a) sell, resell, sublicense, lease, distribute, transfer, or otherwise make available the Products or Materials, in whole or in part, to any third party;

(b) use the Products or Materials to provide commercial services to third parties, including but not limited to contract testing, sequencing services, or assay validation services;

(c) incorporate the Products, Materials, or derived sequence data into any commercial product, service, database, or offering;

(d) publicly post, deposit, publish, upload, or otherwise disclose derived sequence data in any public or private database, repository, genealogy platform, or similar environment;

(e) attempt to re-identify any biological source material or enable such re-identification.

(f) reverse engineer, decompile, disassemble, analyze, or otherwise attempt to derive the composition, structure, underlying know-how, or trade secrets of the Products or Materials, except to the limited extent expressly permitted by applicable law.

For clarity, any commercial exploitation of sequence data or derivatives thereof beyond strictly internal assay verification and quality control is expressly prohibited.

Any unauthorized use shall constitute a material breach of these Terms and may result in immediate termination of supply and legal remedies available under applicable law.

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