

General Terms and Conditions of Business of Nordmark Pharma GmbH ("Nordmark")

I. Scope, incorporation

1. The supply of pharmaceutical products and/or biochemicals (any of those a "Product") by Nordmark to any Customer and any contract relating thereto (a "Contract") shall be subject to these General Terms and Conditions of Business (the "Terms"). Only the Terms are incorporated into a Contract. The Terms shall also apply to any future Contract, without requiring a new agreement on their incorporation. General terms and conditions of the Customer which differ from these Terms shall not apply, unless Nordmark has expressly accepted such general terms and conditions in written form or in electronic form using a qualified electronic signature.

2. "Customer" means any customer of Nordmark who is acting for purposes relating to his trade, business or profession, whether publicly owned or privately owned, and also includes any organisations or authorities under public law (irrespective of whether they form a unincorporated public law institution (*nicht rechtsfähige Anstalt des öffentlichen Rechts*) or a legal entity under public law (*öffentlich rechtliches Sondervermögen*)).

3. Nordmark's order confirmation will state whether the order relates to pharmaceutical products or to biochemicals.

II. Non-binding offers, non-conformities

1. We may revoke any of our offers pending acceptance except to the extent that we have stipulated that a particular offer is binding.

2. Neither information and/or data on our website, in catalogues or similar documents or sources describing a Product or any service connected therewith, nor any (other) public statements made by Nordmark or any of its affiliates or agents or by any manufacturer of a Product shall form a binding part of the Contract, unless we have agreed with the Customer that specific properties are to be an agreed condition or quality (*Beschaffenheit*).

3. Nordmark reserves the right, subject to prior written notice, to make any change in the specification of the goods, which does not materially affect the installation, performance or price thereof.

4. If the condition or quality (*Beschaffenheit*) of goods supplied under the Contract differs from the specification and/or agreed standard, this shall not amount to a breach of the Contract, provided that the Customer can reasonably be expected to accept such non-conformities and that they do not restrict or materially impair the use stipulated in the Contract. This Sub-Clause shall not apply to a non-conformity if Nordmark provided a guarantee or if Nordmark provided a guarantee for a particular condition or quality, or assured such property, or if the difference jeopardises the purpose stipulated in the Contract.

3. Customer must abide by any restrictions of use as set forth by Nordmark and/or in accompanying documentation. Customer is solely liable to ensure compliance with any regulatory requirements related to the customer's use of the goods. Any warranty granted by Nordmark to the Customer shall be deemed void if any goods covered by such warranty are used for any purpose not permitted hereunder. In addition, Customer shall indemnify Nordmark and hold Nordmark harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Nordmark suffers or incurs by reason of any such unintended use.

III. Price, surcharges, terms of payment, payment default

1. Unless agreed otherwise expressly in writing, prices are quoted in the basis FCA place of dispatch (Incoterms® 2020). The price of goods will be Nordmark's quoted price; in all other cases, prices payable are those currently in effect in Nordmark's then current pricelist, which may include charges for handling, freight, packaging, insurance and minimum orders. Any prices are exclusive of value added or other taxes.

2. Nordmark is entitled to levy surcharges for the delivery of small quantities, of hazardous materials or substances and of temperature-controlled goods. The amount of the surcharge will be indicated in the order confirmation.

3. The purchase price will be due for payment 30 days counted from the date of invoice and supply of the goods, whichever occurs later.

4. In case of a binding quote, Nordmark may increase or decrease the price for any Product or related service, (a) provided that (i) the agreed time for delivery is later than three (3) months after the Contract was made (the "Contract Date"), and (ii) the market price in any market in which Nordmark sources materials for the fabrication of the Products increases or decreases after the Contract Date, or (b) provided that the market price for the relevant Product, at the time of delivery, has changed by more than 4.5% compared with the market price at the Contract Date, in which case Nordmark may adjust the relevant price in accordance with the market price change.

5. In the event of late payment, Nordmark reserves the right:

(a) to suspend deliveries and/or cancel any of its outstanding obligations; and

(b) to charge interest at the lower of (a) an annual rate equal to twelve (12) % and (b) any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment. If the Customer continues to be in payment default for a period of more than 30 calendar days, or files an application for insolvency proceedings to be opened in respect of its assets or for any comparable type of protective measures under any applicable law, we may declare all outstanding accounts against the Customer to be payable immediately, withhold supply of all goods and services and exercise any rights we have arising from a retention of title and/or use.

6. The Customer may only offset claims or exercise a right of retention with respect to counter-claims which are either undisputed or which have been resolved in a final and binding judgement, arbitral award or similar decision.

IV. Delivery, delivery date, delivery delay

1. Unless agreed otherwise expressly in writing, the Contract shall incorporate the trade term FCA place of dispatch (Incoterms® 2020).

2. Agreed delivery dates will be deemed to have been met, if the goods are made available for collection/handover in time. If the Customer fails to accept delivery of the goods within a reasonable period after receiving notice from Nordmark that they (or any part of these) are ready for delivery, or if delivery is delayed for reasons attributable to the Customer, Nordmark may dispose of or store the goods at the Customer's risk and expense.

3. The delivery date stated in our order confirmation is based on our reasonably anticipated ability to supply the respective goods. Failure to deliver by the specified date will not be a sufficient cause for cancellation. The delivery date is indicated always subject to any circumstances or occurrences outside our control which did not exist when the Contract was concluded or which were not known to us and which we could not reasonably be expected to have known regardless of whether these circumstances or occurrences occur with us or at the manufacturer. In case of such circumstances or occurrences, we shall be entitled to reasonably extend and postpone the delivery date, even if it occurs while the delivery date had already been exceeded due to our fault or other circumstances not justifying an extension. If the Customer has set a deadline in connection with our previous failure to meet the delivery date, such deadline shall also be extended, in case of a justified extension of the delivery date in accordance with this sub-clause.

4. Unless agreed to the contrary in a specific Contract, arrival of the goods at their shipping destination later than expected by the Customer shall not amount to a late delivery of the goods.

6. Nordmark reserves the right to withdraw from the Contract if any supply to Nordmark required to perform the agreed delivery to the Customer is delayed for more than eight weeks for reasons for which we are not at fault.

7. If there are shortages on the markets on which we source materials, we may supply the goods in part shipments to an extent which can be reasonably acceptable to the Customer.

V. Retention of title

1. The goods will continue to be our property until the purchase price for the delivered goods has been fully paid by the customer. In case of non-payment by the Customer, we, without prejudice and in addition to any other rights we may have, may take back all or part of the goods and dispose of these in any way it seems fit with a view to mitigating the consequences of the non-payment by Customer.

VI. Passage of risk

1. Unless agreed otherwise expressly in writing, passage of risk shall be governed by the trade term FCA place of dispatch (Incoterms® 2020).

2. If Nordmark, in a specific Contract, has agreed to arrange for shipment of the goods, but the beginning of the transport is delayed or rendered impossible for reasons for which Nordmark is not at fault, risk shall pass to the Customer when the Customer has been informed that the goods are ready for shipment.

3. These transfer-of-risk provisions also apply to the new shipment by Nordmark of goods following the remedying of defects, service work for which a charge is made, or any replacement of any goods.

VII. Defects

1. The Customer must inspect the goods supplied promptly upon receipt to verify that the delivered goods are complete and are not damaged and do not have any defect which is reasonably discoverable on careful examination, and will promptly inform Nordmark of any non-compliance. If the Customer does not notify

Nordmark in writing within five (5) working days of delivery of any short delivery or defects detected upon inspection, the goods shall be deemed to be complete and without damage or defect.

2. In the event of defects we may decide whether to repair the goods or supply a replacement product as we see fit.

3. The limitation period will be one year from delivery. This reduction of the limitation period does not apply to claims pursuant to VIII.1.

VIII. Limitation of liability

1. We have unlimited liability towards the Customer under statutory or contractual liability provisions (i) for intent (ii) for death and bodily injury, (iii) within the scope of a guarantee that we have assumed, (iv) under the German Product Liability Act, (v) under statutory provisions on absolute and no-fault liability (*Gefährdungs- und Zufallshaftung*) (v) if we have willfully concealed a defect.

2. In all other cases Nordmark's liability is limited towards the Customer as follows (a) with respect to costs for destruction and replacement of goods with a defect, the lesser of fifty thousand (50,000.00) Euros per incident and hundred thousand (100,000.00) Euros per calendar year; (b) in case of a recall with respect to (i) costs for informing any bodies or authorities who will ensure that any recalled goods will be removed, (ii) costs for collection (including transportation) of any goods which are subject of a recall, (iii) costs for temporary storage of any goods which are subject of a recall, (iv) costs for removal or disposal of any goods which are subject of the recall, and (v) costs in the value chain, the lesser of twenty-five thousand (25,000.00) Euros per incident and fifty thousand (50,000.00) Euros per calendar year; and (c) with respect to claims for property damage or financial loss resulting therefrom, the lesser of five hundred thousand (500,000.00) Euros per incident and one million (1,000,000.00) Euros per calendar year; provided, that in each case ((a)-(c)) the limitation of Nordmark's liability shall not apply in case of fraud or fraudulent misrepresentation or Nordmark acting willfully ("*vorsätzlich*").

3. Nordmark shall not be liable for loss of profits, loss of sales or turnover, loss of business, loss of or damage to reputation, costs of a recall, in each case whether direct, indirect or consequential, or any claims for consequential compensation howsoever caused which arise out of or in connection with this Contract, except in case of fraud or fraudulent misrepresentation or Nordmark acting willfully.

IX. Indemnification

Customer shall indemnify, defend and hold harmless Nordmark and its respective officers, directors and employees, from any liability (including product liability claims and liability for death or personal injury), damage, and costs caused by: (a) Customer's negligent acts or omissions, willful wrongful acts, or breach of any of its representations, warranties, covenants, or other obligations, or (b) product liability claims or clinical trial liability claims (including personal injury and death) resulting from the use of the goods to the extent not attributable to the responsibility of Nordmark.

X. Intellectual Property Rights

1. Where the Customer supplies data, information and specifications to Nordmark to enable it to manufacture the goods, Customer warrants that the manufacture and delivery as far as based on Customer's information will not infringe the intellectual property rights of any third party.

2. All intellectual property rights in the goods shall at all times remain vested in Nordmark or its licensors.

XI. Force Majeure

1. A party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment.

2. If an event of force majeure exceeds one (1) month a party may cancel the Contract without liability.

XII. Severability

If any provision of these Terms is or will become invalid, this shall not affect the validity of any other provisions herein.

XIII. Place of performance; Arbitration; applicable legal provisions

1. All disputes arising out of or in connection with the Contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without

recourse to the ordinary courts of law. If the value of the dispute is less than EUR 100,000.00, the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. (DIS) shall apply to such arbitral proceedings. The place of arbitration is Hamburg. The language of the arbitral proceedings is English.

2. German substantive law shall be applicable to the Contract and to any dispute as referred to in Sub-Clause 1, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). However, the provisions of the Civil Code governing the incorporation and validity of general terms and conditions (currently sections 305 to 310) shall not apply.

XIV. Important information on our biochemical products (applicable to biochemicals only)

1. Limited use: The biochemicals supplied under the Contract are not suitable for application on human beings! The biochemicals serve solely for in vitro applications such as, without limitation, the isolation of cells.

2. Limited product use: The biochemicals supplied under the Contract are destined solely for research and other laboratory purposes. They may only be used under the supervision of qualified personnel. Upon Nordmark's request, the Customer shall provide written confirmation that any relevant Product has not been purchased for any unlawful applications and that it will not be resold for any unlawful applications.

3. Safety data sheet: Nordmark will send to the Customer a safety data sheet on any relevant Product in English language free of charge.

State: January, 29th, 2021 /CH