

## GENERAL TERMS AND CONDITIONS - PRODUCTS (as of 21-Nov-2024)

Aminoverse B.V. · Daelderweg 9 · 6361 HK Nuth · The Netherlands

### 1. Terms of the Contract

- 1.1. These are the terms of the contract (*terms*) according to which all materials and products (*products*) of Aminoverse B.V. (Aminoverse) are offered, including for example enzymes, enzyme panels, screening kits, digital screening data sets [list not exhaustive].
- 1.2. Some products offered by Aminoverse B.V. may be owned or co-owned, manufactured or produced by Aminoverse's affiliates or independent third parties which are contractual collaboration partners of Aminoverse (collectively *Aminoverse partners*).
- 1.3. Some products may include software licenses or other licenses, which are not included in these terms and are therefore supplementary terms (*supplementary terms*). Any offer or quote provided by Aminoverse is provided under these terms and optionally under supplementary terms if the offer or quote explicitly refers to any such supplementary terms.
- 1.4. These terms together with the (possibly submitted) offer or quote and the (possibly applicable) supplementary terms represent the contract (*contract*) between the customer and Aminoverse to purchase and/or receive the products offered by Aminoverse.
- 1.5. A contract is concluded when the customer's order (e.g. Purchase Order, PO, e-mail) or a supplier's or importer's order acting on behalf of the customer is accepted either by sending a written order confirmation or by shipping ordered products to the customer by the notified date. Verbal agreements of the parties shall only apply if expressly provided in the contract.
- 1.6. These terms exclusively apply. The possibly conflicting conditions of the customer do not apply, unless Aminoverse explicitly agrees to them in written form in individual cases. These terms apply to all claims, including future contracts, which are concluded between the customer and Aminoverse.
- 1.7. These terms apply only to companies, legal entities under public law and public law special funds. Aminoverse does not offer products to private individuals or consumers.

### 2. Offer and Object of Contract

- 2.1. Upon request of the customer an individual and non-binding offer without obligation is provided for any product, unless it is explicitly marked as binding or contains a fixed term of acceptance.
- 2.2. For each product the object of contract is declared in the offer. Stated measurements, key figures, and values for characteristics as well as technical specifications of the object of contract solely serve as an approach to describe and illustrate the object of contract, unless an exact compliance is required for a contractually designated purpose and marked as such.

### 3. Delivery, Ownership and Order

- 3.1. All deliveries are made *ex works* (seat of Aminoverse B.V. in Daelderweg 9, 6361 HK Nuth, Netherlands) in accordance with Incoterms 2020 unless otherwise indicated. Aminoverse strives to comply with the specially specified delivery dates, provided that the necessary materials, goods and information are available and depending on compliance with the relevant processing times. All delivery times or dates are estimates only and deadline compliance is not an essential part of the contract.
- 3.2. Aminoverse is entitled to sometimes divide orders into partial deliveries. If so, the customer may receive a separate invoice for each delivery. Once an order has been given by the customer and acknowledged by Aminoverse, a cancellation is no longer possible. Changing the time of delivery may be possible if the customer approaches Aminoverse promptly.
- 3.3. The products of Aminoverse are regarded as delivered as soon as they are handed over to a transport company. From this date the customer bears the loss and damage risk. At the customer's request the delivery can be insured and the accruing costs will be billed. If items get lost or are damaged during shipment, Aminoverse declares to willingly assist with the clarification with the transport company.
- 3.4. Ownership of the products will only pass to the customer (with the exception of software and code on which Aminoverse retains the rightful ownership) once full payment at one of the designated accounts of Aminoverse is received.

### 4. Examination

- 4.1. Aminoverse strives to provide its customers with products in good condition. Products that are damaged or defective when received may be returned, or deficiencies corrected, provided Aminoverse is informed about the deficiency within 14 (fourteen) days of receipt. After the fourteen-day period, the products are deemed as being accepted by the customer. Conditional to the obligation of the customer to give notice of defects, the customer does not lose thereby the rights that may be conferred in accordance with these terms and the legal warranty.
- 4.2. If customized products pursuant to the instructions or specifications of the customer are delivered, the customer only holds warranty rights if these customized products evidently do not meet the instructions or specifications of the customer.

### 5. Price

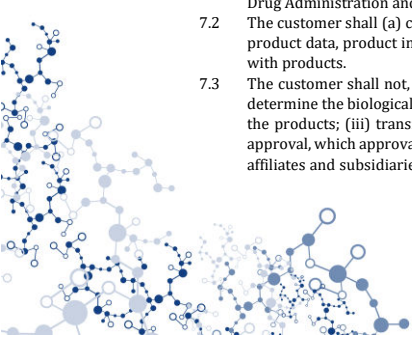
- 5.1. The price of products is provided in the respective offer or quote and to be understood as *ex works* (seat of Aminoverse B.V. in Daelderweg 9, 6361 HK Nuth, Netherlands). The prices listed in the offer or quote or on the invoice do not include taxes (in particular no VAT), fees and state charges (for example customs) that may accrue with the customer order. If these apply, it is the customer's responsibility to pay the relevant taxes or charges. If Aminoverse is billed for any such charges, they will be passed through to the customer for payment.
- 5.2. Aminoverse reserves the right to renegotiate the price after the order confirmation, provided that evidence indicates that (i) changes in legal provisions or delivery specifications and prices [list of examples is not exhaustive] or (ii) delays occur due to force majeure.
- 5.3. As part of the renegotiation, the customer - if necessary - receives a revised offer or quote or offer supplements and possibly a new invoice.

### 6. Payment

- 6.1. Terms of payment are "30 days net without deduction", meaning that invoices must be paid net within 30 days from date of invoice in Euro (EUR, €) or US Dollar (USD, \$) whichever is stated on the invoice. Aminoverse may choose to accept alternative payment methods, e.g. payment via credit card, which will be noted on the invoice. Each order is a separate process; it is therefore not possible to offset payment of one order against another, unless Aminoverse has first acknowledged in writing the customer's right to do so.
- 6.2. In case of late payment, Aminoverse will charge 7% per month interest, or the maximum permitted by law, until the invoice is settled.
- 6.3. If it is necessary for Aminoverse to mandate a debt collection agency to collect unpaid amounts, Aminoverse is entitled to claim all reasonable costs of collection, including all reasonable costs related to litigation.
- 6.4. Aminoverse reserves the right to change payment terms without notice should it be deemed necessary.

### 7. Use of the Products and Usage Restrictions

- 7.1. Except as otherwise indicated in the supplementary terms, the customer may use the products for any lawful purpose in the laboratory research, development or manufacture of customer's products (*customer products*) in accordance with all applicable laws, rules, and regulations, including, without limitation, those administered by the Food and Drug Administration and the European Medicines Agency (*permitted use*).
- 7.2. The customer shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Aminoverse, including but not limited to product data, product information, safety data sheets, limited use information and labelling and (b) properly test, use, manufacture and market customer products produced with products.
- 7.3. The customer shall not, nor permit any third party to, (i) attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence, analyze or in any way determine the biological, chemical or physical structure or composition of the products; (ii) copy, alter, modify or otherwise design or create any variant or derivative of any of the products; (iii) transfer, sell, resell, disclose or otherwise provide access to any of the products to a third party unless Aminoverse explicitly provides its prior written approval, which approval may be withheld in Aminoverse's sole discretion, provided, however, that the customer may transfer or provide access to the products to its controlled affiliates and subsidiaries and/or its/their research and development partners or contract research or manufacturing subcontractors (each a *customer-controlled third party*



and collectively the *customer-controlled third parties*) solely for the manufacture of customer products, subject to these terms and upon prior written notice to Aminoverse, and upon written approval by Aminoverse, which consent will not be unreasonably withheld; or (iv) immobilize, stabilize, multiply, modify, add to or otherwise alter any of the products in a manner that would permit the customer or a customer-controlled third party to re-use the products. The products and their composition shall be regarded as the know-how of Aminoverse and Aminoverse partners and the customer shall keep such know-how strictly confidential.

- 7.4 The customer shall, and shall cause the customer-controlled third parties to strictly comply with these terms, any other instructions for use as provided by Aminoverse, and any and all laws, regulations and rules applicable to the use, handling and shipping of the products.
- 7.5 As long as no contrary arrangements are made in the supplementary terms, all products are solely for research use and not for any diagnostic or therapeutic use, neither human nor animal. All products may only be used according to the instructions provided. Unless otherwise indicated, the products of Aminoverse do not undergo regulatory inspections by a government or other organization (especially by medical device law), and the products are neither tested for clinical, diagnostic or therapeutic use, nor for safety and performance or other specific use nor application. It is up to the client to ensure that the products of Aminoverse are used in conformity with all applicable laws, patents, legal regulations and all other regulations and guidelines. Acquiring all the possibly required approvals and authorizations related to the products lies in the sole responsibility of the customer. In addition, the customer must ensure that the products are suitable for their particular use.

## 8. Limited Warranty when Purchasing

- 8.1 Claims for defects do not exist for only minor deviations from the agreed quality or insignificant impairment of the usefulness of the products prepared by Aminoverse. For defects resulting from incorrect use or faulty installation for which Aminoverse is not at fault, Aminoverse assumes no liability.
- 8.2 The customer acknowledges and agrees that the products may have biological and/or chemical properties that are unknown and unpredictable at the time of transfer, that they are to be used with caution and prudence, and are not to be used for any purpose other than a permitted use. The customer and customer-controlled third parties may not use any of such products in the diagnosis or treatment of any disease or condition in humans or animals, except as contemplated in the permitted use.
- 8.3 The customer warranty claims presuppose that the customer has complied with the statutory inspection and the obligation to give notice of defects. Obvious defects have to be reported by the customer within 14 days after delivery of the products. Hidden defects must be reported within 14 days after discovery of the defect indicated by the customer to Aminoverse, but a maximum of 3 (three) months from receipt of the product. Notification must be in writing.
- 8.4 Aminoverse provides the products "as is", without any representations and without extending any warranties of any kind, either expressed or implied, including without limitation any expressed or implied warranties of safety, merchantability, fitness for a particular purpose or that the products themselves or the use thereof in combination with other products or in the operation of any process will not infringe any patent, copyright, trademark or other proprietary rights of any third party.
- 8.5 In case of a product defect, Aminoverse reserves the right to decide at its option whether to refund any payments received, to remedy the defect or provide a defect-free product to the customer.
- 8.6 The customer's rights for indemnity or replacement for a failed performance exist only in accordance with the following paragraph 10 and shall otherwise be excluded.
- 8.7 If the products has in any way been modified by the customer, customer-controlled third parties or other third parties, who are not agents of Aminoverse, any liability of Aminoverse is excluded.
- 8.8 The quantity delivered may differ marginally from that stated in the order. In every case only the quantity actually delivered is invoiced.

## 9. Intellectual Property

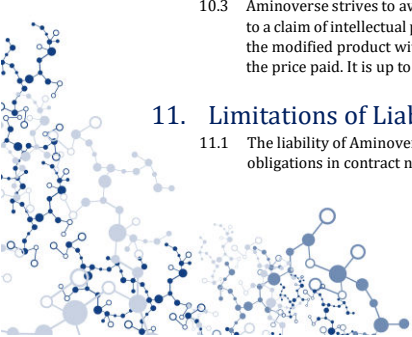
- 9.1 Unless otherwise indicated in the offer or quote or supplementary terms, all intellectual property rights to the products exclusively belong to Aminoverse or Aminoverse partners.
- 9.2 Subject to these terms, Aminoverse hereby grants to the customer a non-exclusive, royalty-free, fully paid-up, worldwide license under Aminoverse's and Aminoverse partners' intellectual property rights in the products to use the products solely for the permitted uses.
- 9.3 The customer owns all right, title and interest in intellectual property rights arising solely from the customer's use of the products (which do not incorporate or consist of the products) pursuant to these terms that are customer products themselves along with methods, processes, procedures, techniques and improvements solely related to the manufacture of customer products (collectively the *customer product improvements*). For clarity, the customer acknowledges and agrees that Aminoverse and/or Aminoverse partner owns and shall solely own all right, title and interest in all intellectual property rights in the products and all methods, processes, procedures, and techniques or improvements arising from the use of the products that are not customer product improvements.
- 9.4 Except as expressly set forth in these terms, nothing in these terms shall be deemed to grant or assign to the customer or customer-controlled third parties any rights under any intellectual property or other proprietary rights of Aminoverse and Aminoverse partners.
- 9.5 The customer shall have the right, but not the obligation, to file patent applications covering customer product improvements and to control the prosecution, enforcement and maintenance of any such patent applications or patents. Aminoverse and Aminoverse partners shall have the sole and exclusive right, but not the obligation, to file patent applications covering inventions that are not customer product improvements and to control the prosecution, enforcement and maintenance of any such patent applications or patents. For clarity, the customer and customer-controlled third parties shall not file any patent applications covering any intellectual property rights arising from the use of the products other than the customer product improvements.
- 9.6 In the event that the customer or customer-controlled third parties obtain any patent rights in violation of these terms, in addition to and not limiting any other remedies available to Aminoverse and Aminoverse partners, the customer shall grant, and hereby does grant, and the customer shall cause the customer-controlled third parties to grant, to Aminoverse and - if the patent rights include any rights of Aminoverse partners - to Aminoverse partners a perpetual, transferable, irrevocable, sublicenseable, royalty-free, fully paid-up, worldwide, non-exclusive right and license under any such patent rights.
- 9.7 As far as the use of the products offered by Aminoverse moves outside the scope of the contract, the customer is solely responsible for obtaining the additional intellectual property rights necessary for such use (*additional rights*). Apart from that, the sale has no effect on the right of Aminoverse and Aminoverse partners to enforce its/their own intellectual property rights.

## 10. Indemnity in Event of Infringements of Intellectual Property

- 10.1 Aminoverse will make good to the customer any legally determined damages which incur to the customer resulting from a breach of intellectual property rights of third parties and a third party has asserted in court against the customer if the damage is based on Aminoverse's infringement of any patent, copyright, trademark or other intellectual property of the third party, which makes the claim, by producing or selling a product. This applies only if Aminoverse had actual knowledge of the intellectual property rights and the actual injury at the time when the product was produced by Aminoverse or sold to the customer or if the intellectual property rights were in existence and published at the time the product was sold to the customer. This indemnification does not apply to claims due to (i) a breach of the contract; (ii) the fact that the customer has not obtained the necessary additional rights for ordering and using the products; (iii) the way in which the customer uses the product; or (iv) of modifications of the products made by the customer or a third party. This indemnification also does not apply to (v) products manufactured, assembled or labelled according to instructions, specifications or other instructions of the customer; or (vi) for products from third parties. As a condition of this indemnity, the customer has to perform the following actions: inform Aminoverse in writing of any claim after gaining knowledge of such claim; admit no liability in connection with the claim or make no further action that could affect the defense of Aminoverse; allow Aminoverse if needed sole control with regard to the defense or the comparative financial statements with respect to the claim and in any event send and provide appropriate information, cooperation and assistance.
- 10.2 If a third party makes a claim against Aminoverse for infringement of intellectual property rights due to (i) products which were researched, manufactured, assembled, used or labeled by Aminoverse for or on behalf of the customer according to guidelines, specifications or other instructions provided by the customer, or (ii) product modifications by the customer or a third party, or (iii) the way the customer made, installed, assembled or used the products, or (iv) a customer's breach of the contract, or (v) the failure of the customer to obtain the additional rights required, the customer will indemnify Aminoverse against all claims, losses, damages, liabilities and expenses (including reasonable costs of legal pursuit and other costs of defense or settlement agreement with respect to a claim) incurred by Aminoverse as a result of this claim.
- 10.3 Aminoverse strives to avoid claims of intellectual property right infringement. In case Aminoverse believes that a modified product following customer specifications is subject to a claim of intellectual property infringement, the customer allows Aminoverse either to secure the right to continue using the modified product for the customer; or to replace the modified product with another suitable product of similar functionality; or to instruct the customer to return the modified product to Aminoverse and Aminoverse refunds the price paid. It is up to the sole discretion of Aminoverse which of these options will be pursued.

## 11. Limitations of Liability

- 11.1 The liability of Aminoverse for damages, regardless of the legal grounds, in particular due to default, impossibility, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations or tort is - insofar as it is in matters of a fault - restricted pursuant to this provision:



- Aminoverse is not liable in the case of
- (a) simple negligence of its organs, legal representatives, employees or other vicarious agents;
  - (b) gross negligence of its non-executive employees or other vicarious agents, insofar as it does not concern the breach of contractual obligations.
- 11.2 Essential contractual obligations are the timely, faultless delivery and consultation, protection and regulatory obligations which shall allow the customer the contractual use of the product or aim at the protection of lives and health of personnel of the customer or third parties or the property of the customer from significant damage.
  - 11.3 Aminoverse is liable only within the contractually owed products, but in case of non-fulfilment not liable for any resulting damage for the customer of any kind such as loss of revenue, increased costs or lost (development) time [list not exhaustive]. Information or recommendations regarding the products are supplied under the condition that the customer will make its own determination as to the suitability of the product prior to use. In no event will Aminoverse be responsible for damages of any nature whatsoever resulting from the customer's use of the products or reliance upon information or recommendations regarding the products.
  - 11.4 As far as Aminoverse is liable on the merits for compensation pursuant this regulation, this liability is limited to damages which Aminoverse foresaw as possible consequence of a breach of contract when concluding the contract and following the norms of due diligence and care or considering the circumstances Aminoverse was aware of or should have been aware of. Indirect damages and consequential damages as result of defects to the subject matter of the contract are also only eligible for compensation to the extent to which such damages are typically to be expected if the subject matter of the contract is used as intended.
  - 11.5 In case of liability for simple negligence the liability of Aminoverse for personal injury or damage is limited to an amount of EUR 2,000,000.00 (two million) per claim, even if it is a violation of non-conforming obligations. The above mentioned exclusions and limitations apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of Aminoverse.
  - 11.6 As far as Aminoverse gives technical or physical advice or provides consultation regarding the product, this is done without any liability.
  - 11.7 Aminoverse is liable - for whatever legal reason - without limitation for intent and gross negligence. For simple negligence Aminoverse is liable only
    - (a) for damages resulting from the violation of life, the body or health
    - (b) for damages resulting from the breach of a contractual obligation (obligation on which the proper execution of the contract is based upon and on whose compliance the customer regularly relies and may rely); in this case the liability is limited to compensation for the foreseeable, typically occurring damage.
  - 11.8 The limitations of liability resulting from section 11 shall not apply if Aminoverse fraudulently concealed a defect or has provided a guarantee for the quality of the product. The same applies to the customer's claims under the product liability law.
  - 11.9 Insofar as the liability for damages is excluded or limited in relation to Aminoverse, this exclusion or limitation also applies with regard to the personal liability of employees, workers, colleagues, representatives and vicarious agents of Aminoverse.

## 12. Export Control and Anti-Corruption

- 12.1 Any products and information the customer receives from Aminoverse are subject to the laws of applicable provisions in The Netherlands and the applicable national and international export control laws and regulations. The customer may not directly or indirectly sell, export, re-export, transfer, divert, or otherwise send to a destination, a company or a person, products or information (including products derived from or based on the products or information from Aminoverse), provided that this is prohibited according to the laws of The Netherlands, Europe or the respective relevant domestic, national or other laws. Furthermore, the customer will observe the relevant anti-corruption laws, in particular the provisions of the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the relevant provisions of the Dutch criminal law.

## 13. Other Terms

- 13.1 Aminoverse is not responsible or liable for default to comply with its own obligations under the contract if this default occurs due to circumstances that were caused by force majeure. In certain situations Aminoverse is entitled at its discretion to fairly share products that are available for delivery among its customers.
- 13.2 If Aminoverse refrains from enforcing rights under the contract, it does not imply that this will be omitted in the future.
- 13.3 Should a court of competent jurisdiction adjudge that one or more of the provisions of the contract are invalid, unenforceable or impracticable, this has no effect on the remaining provisions of these terms or the contract. Apart from Aminoverse and the customer no person or entity has a right under those terms, the contract or any other contract, of which these terms are an integral part.
- 13.4 The customer agrees to keep confidential and not exploit for , information, or commercial purposes all technical, inventive, commercial information (including prices) or instructions (including any nucleic acid and peptide sequences and protocols) and strategies for product research and development which the customer obtained from Aminoverse as a result of discussions, negotiations, quotations and other communication between the customer and Aminoverse with respect to the purchase order of the customer or Aminoverse's products.
- 13.5 Upon effective conclusion of the contract, the customer grants Aminoverse the right to use the company's name (not the logo) for advertising purposes as a reference customer on websites owned by Aminoverse, in press releases, presentations and lectures.
- 13.6 For three (3) years after effective conclusion of the contract, neither Aminoverse nor the customer will directly, or authorize a third party to, solicit, entice, persuade or induce any individual who is then an employee of the other party to terminate their employment with the other party. A party who violates this provision shall pay a personnel placement fee of 100% of the employee's annual base salary to compensate the other party. The foregoing does not prohibit a party from employing any such person who (i) contacts the party on his or her own initiative without any direct solicitation by or encouragement from the party, (ii) ceases to be employed by the other party prior to any direct solicitation by or encouragement or (iii) responds to a general employment advertisement or other general solicitation or recruitment effort not specifically aimed at employees of the other party.
- 13.7 These terms constitute and contain the entire understanding and agreement of Aminoverse and the customer with respect to the subject matter hereof. These terms supersede any and all prior and contemporaneous oral negotiations, understandings and agreements between the parties, including any purchase order or similar document issued by the customer to Aminoverse, regarding such subject matter. No waiver, modification or amendment of any provision of these terms will be valid or effective unless made in writing and executed by a duly authorized representative of each party. A waiver by any party of any of these terms in any instance will not be deemed or construed to be a waiver of such terms for the future, or of any subsequent breach hereof.
- 13.8 Any breach of these terms by a customer-controlled third party shall be deemed a breach by the customer. In addition, Aminoverse shall have the right to enforce these terms on behalf of the customer against any such customer-controlled third party in breach hereof. In the event of any breach of these terms by the customer or customer-controlled third party, Aminoverse has the right to terminate the license in paragraph 9 upon written notice to the customer.

## 14. Governing Law

- 14.1 The terms and the contract are subject to the laws of the The Netherlands. Aminoverse is entitled to sue the customer at the general jurisdiction of the customer. In any case, any proceedings shall be in the English language.

