

## STANDARD TERMS OF DELIVERY AND SALE OF EPIGENOMICS AG

### § 1 General

The following Standard Terms of Delivery and Sale shall exclusively apply to all offers, commissions, orders, deliveries and services as well as other agreements relating to and the sale delivery of our products; in the course of continuous business relations they shall also apply to all future offers, commissions, orders, deliveries and services as well as other agreements, even if these Standard Terms have not been explicitly agreed upon. Other, deviating terms (in particular other standard terms and conditions) shall not apply, unless we have explicitly consented to their application. This shall also apply if we have not explicitly opposed these terms and conditions or if there is no corresponding (specific or general) provision to this effect in our Standard Terms of Delivery and Sale; in this case, statutory law shall apply.

### § 2 Offers, Scope of Services, Form

1. We may accept an order made pursuant to § 145 German Civil Code (BGB) within two (2) weeks by our order confirmation.
2. The scope of our services shall be determined by our order confirmation in connection with these Standard Terms of Delivery and Sale.
3. With regard to the legal relationship between us and the buyer, the written order confirmation including these standard terms of delivery and sale shall solely apply. These reflect all agreements with regard to the subject matter of the contract. Oral commitments prior to the conclusion of a contract shall not be legally binding, and oral agreements shall be replaced by the written contract, unless they explicitly state that they shall continue to apply.
4. . With the exception of our legal representatives and proxy holders, our employees are not entitled to enter into oral agreements with the buyer in connection with an agreement which deviates from the order confirmation or these standard terms of delivery and sale.

### § 3 Prices

1. Our prices shall be understood as ex works prices (EXW, Incoterms 2020) plus packaging and loading. The calculation shall be in Euro according to the prices valid on the date of delivery plus the applicable statutory value added tax (VAT). We shall separately state the amount of the VAT applicable at the invoice date in the invoice.
2. In case of an increase in costs which we are not responsible for, we reserve the right to increase the prices accordingly.

### § 4 Delivery period, terms of delivery

1. Delivery shall be ex works (EXW, Incoterms 2020).
2. The adherence to a delivery period firmly agreed upon shall require the clarification of all contractual details between us and the buyer and the buyer's timely fulfilment of all of his cooperation obligations. If this is not the case, the delivery period shall be extended by a reasonable time period. In the event that the buyer does not fulfil his cooperation

obligations further claims remain unaffected.

3. We shall be entitled to partial deliveries if (i) the partial delivery may be used by the buyer, (ii) the delivery of the remaining goods is ensured, and (iii) no significant additional expenses and significant additional costs arise therefrom for the buyer.
4. To the extent that shipment of the goods was agreed, such shipment shall always be made at the buyer's own risk.

#### **§ 5 Payments, Right to Set-off**

1. Unless stated to the contrary, all payments shall become due within ten (10) days of the invoice date. All payments shall be made in full to one of our accounts without deductions.
2. In case of delayed payments, we shall be entitled to charge default interest at a rate of nine (9) percentage points above the basic interest rate. Any additional statutory claims for damages shall not be affected.
3. The buyer may only set-off (*aufrechnen*) counterclaims to the extent that such counterclaims are with regard to their cause and amount undisputed, accepted or have been bindingly established in court. The same shall apply in case of a retention right (*Zurückbehaltungsrecht*).

#### **§ 6 Retention of Title**

1. Delivered goods shall remain our property until all outstanding payments from the buyer out of existing business relations have been received. The buyer shall not be entitled to pledge or assign our reserved goods as security to third parties.
2. If third parties access our reserved goods, in particular by a pledge, the buyer will advise the third parties of our property rights and will inform us in order to enable us to enforce our property rights. If the third party is not able to reimburse us the judicial and extrajudicial costs arising in this context the buyer shall be liable for such costs
3. If we withdraw from the contract due to a breach of the contract by the buyer, we are entitled to reclaim the reserved goods.

#### **§ 7 Inspection and Objection**

The buyer shall duly inspect the delivered goods immediately upon delivery at its own cost and report to us without delay any defects, wrong deliveries or short deliveries in writing. Notice of obvious defects, wrong deliveries or short deliveries shall be issued within a period of two (2) weeks following delivery. Unless set forth otherwise in this § 7, § 377 German Commercial Code (HGB) shall apply.

## § 8 Liability

1. We shall not be liable in case that a delivery is impossible or delayed to the extent such impossibility or delay was caused by force majeure or impediments which we are not responsible for (including fault of our suppliers, stoppages, labour disputes etc.).
2. Any claims for damages or reimbursement of frustrated expenses are restricted subject to this § 8 regardless of their legal basis.
3. We shall be fully liable in the event of intentional misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) by Epigenomics AG, our legal representatives or vicarious agents (*Erfüllungsgehilfen*). In addition, we shall be fully liable (i) in case of non-compliance with guarantees (*Garantien*), (ii) in case of culpable injury to life, body and health caused by Epigenomics AG, our legal representatives or vicarious agents, and (iii) in case of a statutory liability under the German Product Liability Act (*Produkthaftungsgesetz*).
4. In case of a culpable violation of essential contractual obligations, i.e. a contractual obligation which enables the proper execution of the contract and upon which the buyer therefore relies and may rely, we shall be liable with regard to the cause. The liability shall in this case, however, be limited to the contractually typical damage that can be reasonably foreseen.
5. In all other cases, any claims for direct or indirect damages (on any legal basis whatsoever) including any claims for damages based on breach of any pre-contractual duty, or tortious claims shall be excluded.
6. Claims for product defects shall become time-barred one year after the statutory begin of the limitation period (§ 438 para. 2 German Civil Code (BGB)) delivery of the goods. This limitation period shall not apply to the extent we are liable due to intentional misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) by Epigenomics AG, our legal representatives or vicarious agents (*Erfüllungsgehilfen*) and in case of culpable injury to life, body and health by Epigenomics AG, our legal representatives or vicarious agents.

## § 9 Permitted Use

1. Unless otherwise agreed, the commercial resale of our products is not permitted.
2. Our products are intended only for the uses stated in our respective product documentations. Any other type of consumption or application in humans or animals is not permitted.
3. The buyer shall be solely responsible for any excess in the use of our products permitted pursuant to para. 2. In particular, the buyer shall be responsible for obtaining any necessary intellectual property licences, complying with any and all applicable regulatory requirements and conducting any necessary testings.

## § 10 Confidentiality

1. The buyer shall keep confidential any information which is marked as confidential or which by its nature would be considered confidential or proprietary in a court of law, and use such confidential information only for the contractual agreed purpose, and not disclose such confidential information to any third party without our prior approval.

2. Confidential information shall not include information which (i) is generally available in the public domain or becomes generally available in the public domain other than through an act or omission on the part of the buyer, (ii) is already in the lawful possession of the buyer at the time of disclosure, (iii) is lawfully obtained by the buyer from a third party who has the right to disclose it, or (iv) is independently developed by the buyer without use of the confidential information.
3. The confidentiality obligations shall not apply to the extent that the buyer is required to disclose the confidential information in order to comply with mandatory applicable laws, rules and regulations of any stock exchange or an enforceable order of a court or public authority.
4. The buyer shall restrict the disclosure of confidential information to those of their officers, directors, employees and other staff who need to know the confidential information for the performance of this contractual agreed purpose.
5. The buyer shall not observe, study, disassemble, test or undertake any other type of reverse engineering of our products to develop its own products and shall not use or transfer any information thereof to third parties.
6. The provisions of this paragraph shall survive the termination of these Standard Terms of Delivery and Sale // the continuous business relations for a period of two years.

#### **§ 11 Data Protection**

Prior to publishing data determined by us in the course of a commission - in the event of our company name being named - our prior approval shall be sought.

#### **§ 12 Place of Performance, Choice of Law, Jurisdiction**

1. The place of performance for all obligations out of the business relations shall be Berlin/Germany unless stated otherwise.
2. The business relations shall be exclusively governed by the laws of the Federal Republic of Germany excluding the rules of the United Nations Convention on the International Sale of Goods (CISG).
3. In case that the buyer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business or is a legal entity or special fund organized under public law or has no general place of jurisdiction in Germany, the courts in Berlin/Germany or the seat of the buyer shall be the exclusive place of jurisdiction for all disputes arising out of the business relations. However, with regard to claims raised against us, Berlin/Germany shall be the exclusive place of jurisdiction.