

TERMS AND CONDITIONS OF SALE

Thank you for your interest in the products of ElementZero Biolabs. Our goal is to make your purchasing experience as smooth as possible. If you have any questions about our quotation or ordering process, please send an email to info@elementzero.bio and we will respond in a timely manner. Unless otherwise expressly agreed in writing, your purchase of products is subject to the following terms and conditions:

1. Agreement Terms

- 1.1. General Terms. These terms and conditions (“Terms”), our quotation (if any) and Supplementary Terms, if any, comprise the agreement (“Agreement”) between you and ElementZero Biolabs. Unless your order is subject to a valid, written, executed agreement between you and ElementZero Biolabs, in which case such agreement applies, you agree to accept and be bound by the Agreement by ordering products on elementzero.bio or if you receive ordering or sales documents that reference these Terms. This Agreement is the complete and exclusive contract between us with respect to your purchase of the products.
- 1.2. Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.
- 1.3. When Agreement takes Effect. The Agreement between us is created when you receive email confirmation that we have accepted your order.

2. Price

- 2.1. Determining Price. We may change our prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing.
- 2.2. Taxes and Fees. Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
- 2.3. Delivery Fees; Freight Policy. You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

3. Cancellation and Changes

- 3.1. Once you have placed your order, you cannot cancel or change it without our written consent.

4. Payment

- 4.1. Payment Terms. We will invoice you for the product price and all other charges due when we ship you the products. Unless we have agreed otherwise in writing,

you will pay us within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right to require you to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in the currency specified in our invoice to you.

- 4.2.** Late Payment. If you are late in making payment then, without affecting our other rights you will make payment to us, upon our demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys' fees). We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in this Agreement.

5. Delivery

- 5.1.** Delivery. We will ship products to the destination you specify in your order, FCA Incoterms 2010 our shipping point. By agreeing to these Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense.

6. Risk of Loss and Title

- 6.1.** Title to and risk of loss of the products will pass to you when we load them onto the commercial carrier at our facility.

7. Returns and Shortages

- 7.1.** Returns. Customer Services must pre-authorize all product returns. Customer Services will approve return of any product that is damaged or defective on receipt, provided you contact Customer Services within five days after receiving the product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five day period, we will deem the product to be accepted, but you will not lose any warranty rights.
- 7.2.** Product-Credit Eligibility. If we exercise our discretion to authorize a product for return then the product must arrive at our facilities in a condition satisfactory for resale. Any return not due to our error is subject to a restocking charge of 25% of

the sale price. We do not credit shipping charges. You will not receive credit for any product returned without our prior consent.

8. Warranties

- 8.1. Limited Warranties for Consumables.** Unless a different warranty is included in applicable Supplementary Terms or product literature or on the relevant elementzero.bio product pages, we warrant that each consumable will meet its specifications in our published catalogs or associated Supplementary Terms. This warranty lasts from the time we ship the consumable or item of general labware until the earlier of: (a) the consumable's expiry or "use by" date; and (b) its specified number of uses. If we do not specify the expiry date, the number of uses, or a different warranty period, the warranty will last for twelve (12) months from the date we ship the product.
- 8.2. Exclusions.** Our warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e); instruments sold to you as 'used' products; (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved materials, chemicals or other products; or (g) products manufactured in accordance with specifications you gave us.
- 8.3. Limitations.** (a) our warranties extend only to you, the original purchaser and you cannot transfer them. our obligation to replace a product is your sole remedy. (b) except as otherwise stated, we disclaim all other warranties, whether express or implied, oral or written, with respect to the products, including without limitation all implied warranties
(a) of merchantability;
(b) of fitness for any particular purpose; and/ or
(c) that the products are error-free or will accomplish any particular result.

9. Liability

- 9.1.** As far as delivered goods are defective, you shall be entitled within the scope of statutory regulations to demand supplementary performance, or to withdraw from the contract, or to reduce the purchase price.
- 9.2.** As far as you claim for defects presuppose that your investigative obligations and obligations to give notice of defects owed according to § 377, German Commercial Code (HGB).
- 9.3.** ElementZero Biolabs is liable in cases of deliberate action and gross negligence. ElementZero Biolabs is furthermore liable for negligent infringement of duties, where the fulfillment of which just enables the proper performance of the contract in the first place, where their infringement jeopardizes the achievement of the purpose of the contract, and where you can regularly rely on their observance. In

the last-mentioned case however ElementZero Biolabs shall only be liable for the foreseeable, contract-typical damage. ElementZero Biolabs shall not be liable for slightly negligent infringement of any duties other than the ones mentioned in the above sentences.

- 9.4. The foregoing exclusions and/or limitations of liability according to section 9.3 apply to the same extend also in favor of the bodies, legal representatives, staff members and other vicarious agents of ElementZero Biolabs.
- 9.5. The foregoing exclusions and/or limitations of liability according to section 9.3 and 9.4 do not apply in the event of injury to life, body or health. Liability according to the Product Liability Act remains unaffected.

10. Intellectual Property

- 10.1. Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in Supplementary Terms, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your internal research purposes. No right to transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.
- 10.2. Commercial Applications; Additional Rights. Unless we expressly state otherwise in Supplementary Terms, we give no rights to use our products in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration, or in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. If you need commercial use rights in respect of our products (including the right to perform fee-for services), please contact our out-licensing department at info@elementzero.bio. Where your use of our product is outside the scope of the Agreement, it is solely your responsibility to acquire Additional Rights.
- 10.3. Intellectual Property Ownership. Unless otherwise specified in applicable Supplementary Terms, we exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

11. Custom Products

- 11.1. Declining to Make or Deliver. If you ask us to manufacture a custom product, we may decline to design or manufacture that product at any stage of the process if

the product is unsuitable or commercially impractical to manufacture as specified. If so, we will notify you, and you will not be obligated to pay any fees for any expenses we incurred in connection with the declined product. If a custom component or material fails, we may delay or cancel a custom product's delivery without liability to us.

- 11.2.** Your Responsibilities. By submitting an order for a custom product, you represent and agree that you (a) have given us all information you know of regarding any biological, radiological, and chemical hazards associated with the handling, transport, exposure to, or other use of the materials you supply to us; and (b) have the requisite rights, including but not limited to any necessary intellectual property rights, to instruct manufacture of such product.

12. Applicable law

- 12.1. German law is applicable while excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Place of jurisdiction

- 13.1. As far as you are a merchant in terms of the law, the place of jurisdiction for all potential disputes between ElementZero Biolabs and you arising from this business relationship is the place of business of ElementZero Biolabs. Mandatory legal requirements concerning exclusive venues remain unaffected by this regulation.

14. Final provisions

- 14.1. Modifications of and supplements as well as side agreements to this contract require the written form to be effective. This also applies as far as the written form requirement noted down here shall no longer apply.
- 14.2. Should any provisions of these General Terms and Conditions be or become ineffective or incomplete, the effectiveness of the other provisions shall thereby not be affected. Ineffective or incomplete provisions are replaced by the pertinent statutory regulations

Last update: 14/January/2020.