

## General Terms of Service

### 1. Area of Application

1.1 All Orders accepted by Eurofins Pharma Bioanalytics Services US Inc. or any of its subsidiaries or affiliates (collectively, "Eurofins") will be governed by these General Terms of Service (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing. A contract with these Terms and Conditions comes into being when an order that has been placed with Eurofins is accepted by Eurofins. An order placed with Eurofins is considered as accepted by Eurofins when (a) Eurofins proceeds to fulfil that order, without need for any written confirmation from Eurofins or (b) Eurofins accepts the order in writing. By ordering any of Eurofins' products or services from Eurofins' website, a customer accepts that the order is bound by these Terms and Conditions.

1.2 Eurofins is hereby authorized to subcontract any or all services or products requested by a customer to any of its affiliates. Accordingly, these Terms and Conditions shall apply to any services performed pursuant to such order and such affiliate shall enjoy the same rights, and be subject to the same obligations hereunder as Eurofins. In no event shall Eurofins be liable for any obligations of an affiliate under these Terms and Conditions, and customer shall look exclusively to such affiliate in relation to any rights or remedies it may have under these Terms and Conditions with respect to such order or subcontracted services.

1.3 This Agreement supersedes and replaces all prior verbal or written price quotations and agreements between the parties. No officer (other than the President of Eurofins or designee), employee, agent or subcontractor of Eurofins has the authority to alter or waive any of this Agreement or to make any representation which conflicts with or purports to override any of this Agreement; and no such alteration, waiver or representation shall be binding upon Eurofins, unless it is in writing and signed by the President of Eurofins or designee.

### 2. Services

Eurofins shall perform the research and development services in connection with research or clinical activities of Client as described in this Agreement ("Services") at Eurofins' facility at 15 Research Park Drive St. Charles MO 63304 USA ("Facility"). The Client is responsible for providing the necessary materials identified herein prior to Eurofins' initiation of any Services

### 3. Placement of Order

3.1 Unless specifically accepted in writing and signed by the President or designee of Eurofins any terms proposed or submitted by a Client at any time (including, but not limited to, terms or provisions in the Client's purchase order, instructions or other document) which differ from this Agreement are rejected as a material alteration of this Agreement and shall be of no force or effect. Furthermore, this Agreement or any special terms or conditions hereof, including special pricing, do not apply to any prior or subsequent orders or agreements entered into between Eurofins and the Client. This Agreement is treated as a separate contract between the parties.

3.2 Eurofins is entitled to charge management and administrative fees of up to Twenty Five Dollars (\$25) in connection with the request for additional services under this Agreement. A request for additional services on samples under this Agreement that have entered the laboratory will be treated as an amendment to this Agreement and may postpone estimated delivery date accordingly.

3.3 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the Client at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

### 4. Price and Terms of Payment

4.1 Unless otherwise stated in this Agreement, Eurofins' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the Client.

4.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the Client. Applicable taxes are those in force at the date of invoicing.

4.3 Unless specifically agreed otherwise by Eurofins in this Agreement, payment of all invoices is due strictly within thirty (30) days of the invoice date. Any dispute about invoices must be raised within thirty (30) days of the invoice date. The challenge of an analytical result will not entitle a Client to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with a minimum administrative penalty of one hundred Dollars (\$100) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

4.4 Eurofins is entitled to impose a minimum invoice charge of one hundred Dollars (\$100). Eurofins has the right to charge an administrative fee of at least Fifteen Dollars (\$15) to re-issue an invoice.

4.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from Eurofins. The Client undertakes to provide bank account details.

4.6 Eurofins is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.

4.7 All reasonable costs associated with Eurofins' compliance with any official requests for information or documents of any purpose relating to Services performed by Eurofins under this Agreement, including, but not limited to, meetings outside the Facility, additional documentation not documented in the work order, shall be paid by the Client. The Client shall be responsible for all such costs including, but not limited to, hourly charge for persons responding to requests, travel, lodging, mileage, attorney's preparation of any person called to testify and associated fees and all other reasonable expenses associated with any such requests.

### 5. Duties of Client in Delivering Samples or Materials

5.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. Eurofins is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The Client shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 5.1. Eurofins is entitled to impose an additional charge for the preparation of samples that are not supplied according to Eurofins guidelines. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the Client or are degraded – Eurofins shall be entitled to terminate or interrupt the order and the Client shall bear costs incurred by Eurofins to that point.

5.2 The Client must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins premises, instruments, personnel or representatives. It is the Client's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform Eurofins personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to Eurofins premises, instruments, personnel and representatives related to the contamination. The Client shall be responsible for, and indemnifies Eurofins against, all costs, damages, liabilities and injuries that may be caused to or incurred by Eurofins or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the Client's sample or by sampling site conditions. The Client shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At Eurofins' request, the Client must provide Eurofins with the information required to ensure safe handling, disposal and testing of the sample.

### 6. Property Rights on Sample Material and Sample Storage

6.1 All samples become the property of Eurofins to the extent necessary for the performance of the order. Unless the Client pays for storage, Eurofins shall have no obligation or liability for samples sent to Eurofins for storage, including samples requiring refrigeration. If the Client pays for storage, Eurofins will take commercially reasonable steps to store the samples, according to professional practice.

6.2 Eurofins can dispose of or destroy samples 3 months after the analysis has been performed, unless Eurofins and the Client have agreed in writing on the terms of Eurofins' retention of the sample. Eurofins also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at Client's cost, should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the Client requests the return of unneeded sample material, Eurofins will return them to the Client, at the Client's cost and risk.

### 7. Delivery Dates, Turnaround Time

7.1 Due to the uncertainty of the delivery of samples according to the necessary timelines, the availability of critical reagents to conduct the studies and other unforeseeable events, the delivery dates and turnaround times provided by Eurofins to the Client are best estimates

and do not constitute a commitment by Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet the agreed upon project deadlines. Notwithstanding, specific turnaround time guarantees may be implemented by Eurofins for specific services.

7.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the Client in the order, promptly after the analysis is completed. An additional charge may be made for the provision of a hard copy of the results.

### 8. Transfer of Property

8.1 Title in any analysis results, products, equipment, software or similar supplied by Eurofins to the Client will remain with Eurofins until all invoices in respect thereof have been paid by the Client in full, and until such full payment, the Client shall have no property rights or other rights to use them. In addition, even if Eurofins has accepted and begun to fulfill an order, Eurofins has the right at any time to stop processing that order and to stop doing any work for a Client if that Client is late in paying any amount due to Eurofins, whether for that or any other order.

8.2. Eurofins will retain electronic copies of all written and recorded information produced from any Services, including but not limited to laboratory notebooks, descriptions, methods and procedures on-site for a period of at least six (6) months following completion of the Services. After this time period, Eurofins may destroy any records pertaining to completed Services or store the information for an additional fee.

### 9. Limited Warranties and Responsibilities

9.1 Orders are handled in the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but Eurofins cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the final report or completion of study, if the acknowledgement of the order does not specifically state otherwise. In all cases, the Client must independently verify the validity of any results, interpretations, assessments and conclusions supplied by Eurofins, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

9.2 Each analytical report relates exclusively to the sample analyzed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the Client has not followed Eurofins recommendations, Eurofins shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

9.3 The Client is responsible for the proper delivery of samples sent to Eurofins for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by Eurofins, Eurofins accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The Client will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of Eurofins. Eurofins will use commercially reasonable care in handling and storing samples, but Eurofins shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

9.4 The Client warrants and represents to Eurofins that all samples sent to Eurofins for analysis are safe and in a stable condition and undertakes to indemnify Eurofins for any losses, injuries, claims and costs which Eurofins, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the Client may have given an indication on the sample or any order form of any perceived problem with the sample. The Client must always inform Eurofins in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

9.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the Client and Eurofins. There shall be no third party beneficiary or collateral warranty relating to any order and the Client shall indemnify and hold Eurofins harmless from and against any and all third party claims in any way relating to the Client or to the order by the Client.

### 10. Limitation of Liability

10.1. Except to the extent that such limitations are not permitted or void under applicable law: (a) Eurofins

(together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all Eurofins partners and affiliates, the "Eurofins Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Eurofins Indemnifying Party's wilful misconduct in connection with the performance of this Agreement and then, only if Eurofins has received written notice thereof not later than six (6) months after the date of the Client's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the Eurofins Indemnifying Parties' liability per claim or series of related claims, and the Client's exclusive remedy, with respect to Eurofins' services which fall under this Agreement, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the Eurofins Indemnifying Party's wilful misconduct in connection with the performance of the Services and (ii) ten times the amount Eurofins actually received from the customer in relation to the Services up to fifteen thousand dollars (\$15,000).

10.2 The Eurofins Indemnifying Parties shall not be liable for any of the following: (i) loss of business profits; or (ii) depletion of goodwill or other similar losses; or (iii) loss of business opportunities; or (iv) loss of contracts; or (v) loss of revenue; or (vi) loss of anticipated savings; or (vii) loss of or damage to data; or (viii) for any special indirect or consequential losses, costs, charges, expenses or damages incurred by the customer or by any third party. However, the Eurofins Indemnifying Parties only exclude and limit their liability as permitted by applicable law. The Eurofins Indemnifying Parties do not exclude or limit their liability for death or personal injury caused by their negligence, for their fraudulent misrepresentation or for breach of implied terms under any applicable statute regarding Eurofins' right to transfer good title (subject at all times to clause 7). There shall be no third party beneficiary or collateral warranty relating to any order and the Client shall indemnify and hold Eurofins harmless from and against any and all third party claims in any way relating to the Client or by the Client.

10.3 It is a condition of Eurofins' acceptance of an order that the Client indemnifies the Eurofins Indemnifying Parties for any losses, injuries, claims and costs which the Eurofins Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to this Agreement except to the extent that the Eurofins Indemnifying Parties are required to bear them according to this Agreement, and by placing an order the Client agrees to provide that indemnification.

#### **11. Repeated Analysis**

Objections to test results must be made within ten (10) business days after the Client receives the final results. If the test results warrant repeat of the test, then the Client must formally document such request in writing which must be agreed to by Eurofins before repeated analysis will be conducted. The cost incurred for the repeated analysis will be documented in a task order or other appropriate contract before the work will be conducted. Furthermore, a repeated analysis will be possible only if Eurofins has a sufficient amount of the original sample on hand when it receives the Client's objection. Otherwise the Client will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

#### **12. Term, Termination and Amendment**

No addition to or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties. This Agreement shall commence on the Effective Date and shall continue until the Services have been completed. Eurofins or the Client may terminate this Agreement upon thirty (30) days written notice to the other Party for any reason. If the Client exercises this early termination right, the Client agrees that Eurofins will be paid for all Services actually performed up to the date of termination. If Eurofins exercises this early termination right, then it will refund any monies prepaid to it for the Services not yet rendered.

#### **13. Force Majeure**

Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond Eurofins' reasonable control, or which result from compliance with governmental requests, laws and regulations.

#### **14. Confidentiality, Intellectual Property & Processing of Client Data**

14.1 Eurofins shall use commercially reasonable efforts to keep data sent by the Client or on the Client's behalf by a third party, confidential in compliance with applicable law.

14.2 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to Eurofins' rights set forth in clause 7.2 and the right

to use them in order to demonstrate its entitlement to payment for services rendered.

14.3 Analysis results are prepared and supplied for the use of the Client. The Client is required to maintain secrecy concerning all services provided by Eurofins and their results as well as the composition of products and software delivered by Eurofins. Analysis results are not to be publicly disclosed or exploited without the prior written consent of Eurofins. Even if such written consent is given by Eurofins, the Client (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the Eurofins Indemnified Parties against any liability which the Eurofins Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

14.4 Eurofins will acquire no rights of any kind whatsoever with respect to any information, know-how, materials and/or compounds ("Client Materials") provided by the Client to Eurofins under the terms of this Agreement. In consideration of the fees paid to Eurofins for the Services, the Client shall own all rights in any results, including any reports, generated by Eurofins that are derived from the Services. The Client acknowledges that Eurofins owns, licenses or controls pre-existing intellectual property such as standard operating procedures, screening protocols, testing materials and laboratory methodologies that are used by Eurofins to perform the Services and not developed solely for or provided by the Client ("Eurofins Intellectual Property"). Eurofins may, whether alone or in conjunction with third parties, develop improvements, processes and methods that improve Eurofins Intellectual Property which can be used by Eurofins at any time without disclosing the Client's confidential information or Client Materials ("Improvements"). Eurofins shall own all such Improvements.

#### **15. Disclaimer and Miscellaneous**

**15.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EUROFINS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EUROFINS CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE.**

15.2 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of this Agreement, all other parts shall still apply to the greatest extent possible.

15.3 Failure by either Eurofins or the Client to exercise the rights under this Agreement shall not constitute a waiver or forfeiture of such rights.

15.4. Eurofins certifies that it has not been debarred under sections 306(a) and (b) of the Federal Food, Drug and Cosmetic Act.

15.5. Neither Party shall assign or subcontract its rights or obligations under this Agreement, in whole or in part, or any interest therein, without prior, written consent of the other Party provided however, that such consent shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors in interest of Eurofins and the Client.

#### **16. Governing Law/ Jurisdiction**

15.1 The construction, validity and performance of this Agreement shall be governed by the laws and the commercial courts of, Missouri, USA in which the registered office of the Eurofins company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.

END OF TERMS AND CONDITIONS