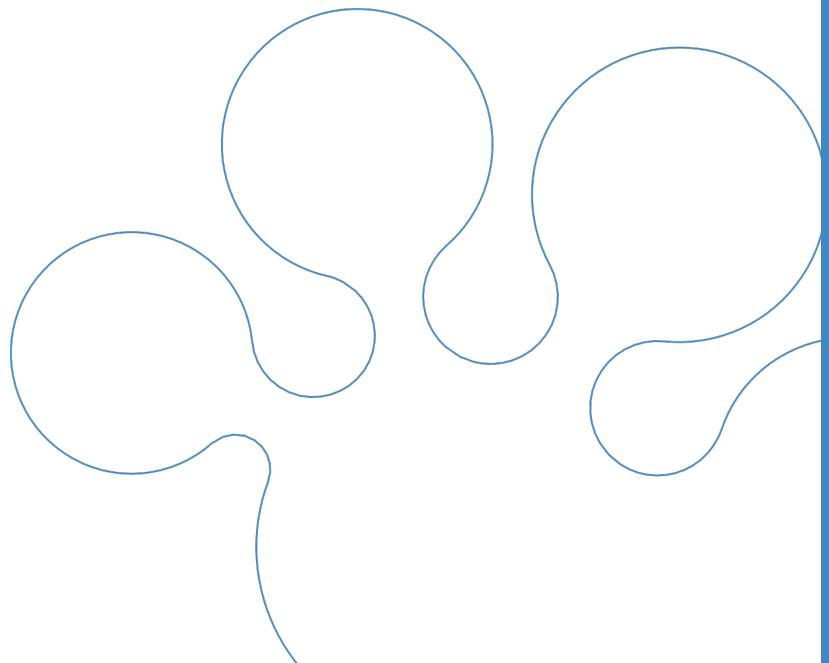




# Terms and conditions

for the sale of materials

GECCO Biotech B.V.  
Groningen, The Netherlands



- 1. Scope.** These T&Cs apply to all enzymes, panels, screening kits, chemicals, co-factors and other materials (the "Materials") provided by GECCO Biotech B.V. or its affiliates ("Gecco") to you ("Buyer"). Unless otherwise agreed between Gecco and Buyer in writing, the terms contained in these T&Cs supersede any other agreements, purchase orders, or terms and conditions of the Buyer. By ordering the Materials, you agree to be bound by these T&Cs. Information or recommendations regarding Materials are supplied under the condition that Buyer will make its own determination as to its suitability prior to use. In no event will Gecco be responsible for damages of any nature whatsoever resulting from Buyer's use of or reliance upon information or recommendations or the Materials to which they relate.
- 2. Permitted Use of Materials; Restrictions; Compliance with Laws.** Except as otherwise indicated herein, Buyer may use the Materials for any lawful purpose in the development or manufacture of Buyer's products ("Buyer's Products") in accordance with all applicable laws, rules, and regulations, including, without limitation, those administered by the competent authorities (the "Permitted Use"). Buyer shall not, nor permit any third party to, (i) attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine the biological, chemical or physical structure or composition of the Materials; (ii) copy, alter, modify or otherwise design or create any variant or derivative of any of the Materials; (iii) transfer, disclose or otherwise provide access to any of the Materials to a third party unless Gecco provides its prior written approval, which approval may be withheld in Gecco's sole discretion, provided, however, that Buyer may transfer or provide access to the Materials to its controlled affiliates and subsidiaries and/or its/their contract research or manufacturing subcontractors (each a "Buyer-Controlled Third Party" and collectively the "Buyer- Controlled Third Parties") solely for the manufacture of Buyer's Product, subject to these T&Cs and upon prior written notice to Gecco, and upon written approval by Gecco, which consent will not be unreasonably withheld; or (iv) immobilize, stabilize or modify, add to or otherwise alter any of the Materials in a manner that would permit Buyer or a Buyer-Controlled Third Party to re-use the Materials. Buyer shall, and shall cause the Buyer-Controlled Third Parties to, strictly comply with these T&Cs, any other instructions for use as provided by Gecco, and any and all laws, regulations and rules applicable to the use, handling and shipping of the Materials. Gecco's products and Materials are intended for research purposes only and cannot be used for animal or human testing.
- 3. Payment.** All invoices shall be paid to Gecco within thirty (30) days from date of invoice. Unless otherwise agreed in writing by Gecco and the Buyer or as set forth in the contract pursuant to which these T&Cs are issued, (i) Materials are dispatched at Gecco's discretion regarding the means of transport / transfer and (ii) payment shall be in Euros. Title and risk of loss shall transfer to Buyer from Gecco upon transfer of Materials to a carrier chosen by Gecco or mutually agreed by Gecco and the Buyer. All Materials are billed based on the price list prevailing at the time of acceptance of the order by Gecco or, in the absence of any price list, at the price specified by Gecco. Any taxes, duties, customs, inspection or testing fee imposed by any governmental authority shall be paid by the Buyer.
- 4. Security.** If payment is not made as provided herein, or if Buyer's financial responsibility becomes unsatisfactory to Gecco, Gecco may, at its option: (a) elect to withhold future deliveries of Materials to the Buyer until such breach has been cured

or Buyer's financial responsibility has been established to Gecco's satisfaction; (b) require payment in advance as to future deliveries; or (c) demand return from Buyer of any Materials for which payment has not been made. If deliveries of Materials are to be made in installments, the purchase price of each installment shall, at Gecco's option, be recoverable as a separate sale. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Gecco under contract or applicable law. Buyer agrees to pay to Gecco a statutory interest rate on any outstanding invoices.

- 5. Returns.** Buyer shall notify Gecco in writing at [info@gecco-biotech.com](mailto:info@gecco-biotech.com) within three (3) calendar days of receipt of Materials of any claim that the Materials are not viable, contaminated or otherwise defective. Gecco's sole obligation shall be, in its sole discretion, to replace such Materials without charge.
- 6. Intellectual Property.** Subject to the terms and conditions of these T&Cs, Gecco hereby grants to the Buyer a non-exclusive, royalty-free, fully paid-up, worldwide license under Gecco's intellectual property rights in the Materials to use the Materials solely for the Permitted Uses. The Buyer owns all right, title and interest in intellectual property rights arising solely from Buyer's use of the Materials (which do not incorporate or consist of the Materials) pursuant to these T&Cs that are methods, processes, procedures, techniques and improvements solely related to the manufacture of Buyer's Products (collectively, the "Product Improvements"). For clarity, Buyer acknowledges and agrees that Gecco owns and shall solely own all right, title and interest in all intellectual property rights in the Materials and all methods, processes, procedures, and techniques or improvements arising from the use of the Materials that are not Product Improvements. Except as expressly set forth in these T&Cs, nothing in these T&Cs shall be deemed to grant or assign to Buyer any rights under any intellectual property or other proprietary rights of Gecco or its affiliates. Buyer shall have the right, but not the obligation, to file patent applications covering Product Improvements and to control the prosecution, enforcement and maintenance of any such patent applications or patents. Gecco shall have the sole and exclusive right, but not the obligation, to file patent applications covering inventions that are not Product Improvements and to control the prosecution, enforcement and maintenance of any such patent applications or patents. For clarity, Buyer and the Buyer-Controlled Third Parties shall not file any patent applications covering any intellectual property rights arising from the use of the Materials other than the Product Improvements. In the event that the Buyer or Buyer- Controlled Third Parties obtain any patent rights in violation of these T&Cs, in addition to and not limiting any other remedies available to Gecco, the Buyer shall grant, and hereby does grant, and the Buyer shall cause the Buyer-Controlled Third Parties to grant, to Gecco and its affiliates a perpetual, transferable, irrevocable, sublicensable, royalty-free, fully paid-up, worldwide, non-exclusive right and license under any such patent rights.
- 7. Biological and/or Chemical Properties.** The Buyer acknowledges and agrees that the Materials 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 Buyer and the Buyer-Controlled Third Parties may not use any of such Materials in the diagnosis or treatment of any disease or condition in humans or animals, except as contemplated in the Permitted Use.

- 8. Disclaimer of Warranties.** Gecco and/or its affiliates are providing the Materials "as is," with no representations and extend no warranties of any kind, either express or implied, including without limitation any express or implied warranties of merchantability, fitness for a particular purpose or that the materials 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.
- 9. Indemnification; Limitation of Liability.** Buyer shall indemnify, defend and hold Gecco and its affiliates, agents, employees, officers and directors harmless from and against any and all liability, damage, loss, cost or expense (including without limitation, attorneys' fees) arising out of claims or suits (including fines, penalties, duties, taxes, or any other charges imposed or assessed by any state, federal, foreign or other authority) related to (a) the export, import, transport, use, storage, or handling of the Materials by or on behalf of the Buyer and/or the Buyer-Controlled Third Parties; (b) any breach by Buyer and/or the Buyer-Controlled Third Parties of these T&Cs; and/or (c) Buyer's or Buyer- Controlled Third Parties' use, manufacture or commercialization of Buyer's Products. Gecco's liability to Buyer shall not exceed the amount (if any) received by Gecco in exchange for the Materials. For the avoidance of doubt, if Gecco has not received any cash consideration from the Buyer in exchange for the Materials, then Gecco shall have no monetary liability under these T&Cs. In no event shall Gecco or any of its affiliates be liable to the Buyer or any of its affiliates or any third party for special, indirect, consequential, incidental, exemplary or punitive damages, whether in contract, tort, warranty, negligence, strict liability or otherwise, including without limitation, loss of profits or revenue, even if a representative of Gecco has been advised of the possibility of such damages. In case of force majeure (war, riots, earthquakes, hurricanes, floods, lightning, explosions, energy blackouts, unexpected legislation, lockouts, slowdowns, pandemics and strikes and similar) Gecco will notify the Buyer if a delay is expected. If it has already come to a delay due to force majeure, Gecco and the Buyer will agree whether and how to proceed. In any case, Gecco cannot be held liable for any delay due to force majeure.
- 10. Miscellaneous.** These T&Cs constitute and contain the entire understanding and agreement of Gecco and the Buyer with respect to the subject matter hereof. These T&Cs 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 Buyer to Gecco, regarding such subject matter. No waiver, modification or amendment of any provision of these T&Cs 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 the terms and conditions of these T&Cs in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. These T&Cs shall be governed by and interpreted in accordance with the laws of the Netherlands, excluding conflict of laws principles. Any breach of these T&Cs by a Buyer-Controlled Third Party shall be deemed a breach by Buyer. In addition, Gecco shall have the right to enforce these T&Cs on behalf of the Buyer against any such subcontractor in breach hereof. In the event of any breach of these T&Cs by the Buyer or any subcontractor of Buyer, Gecco has the right to terminate the license in Section 6 above upon written notice to Buyer.