

General Terms and Conditions of Serum Life Science Europe GmbH

I. Scope of application

1. These General Terms and Conditions ("GTC") apply to all business relations with our clients. They apply in particular to the provision of advisory services such as advice regarding the execution of particular studies ("Services").
2. These GTC shall apply exclusively. We will not recognize or accept any deviating or conflicting terms and conditions of the client and hereby reject them unless we have expressly agreed to them in writing.
3. These GTC shall also apply to all future transactions between the client and us and also in cases in which we perform services in the knowledge of deviating or conflicting terms and conditions.
4. These GTC apply only to entrepreneurs as defined in Sec.14 BGB (German Civil Code), legal entities under public law and special funds under public law.

II. Conclusion of contracts

1. Our offers are subject to change without notice and are non-binding unless they are expressly marked as binding or if they contain a specific acceptance period.
2. Any client's order shall be deemed a legally binding offer with the intention of concluding a contract. Unless otherwise stated, we may accept it within 10 working days of receipt.
3. Our acceptance is made by written declaration (e.g., by our order confirmation). The content of the written declaration is decisive for the content of the contract.
4. Legally relevant declarations and notifications made by the client to us after conclusion of the contract (e.g., setting of deadlines, reminders, notices of defects) must be made in writing or text form (e.g., letter, e-mail, fax) in order to be effective.

III. Content of the contract

1. Scope of services
 - a. The scope of the services to be provided by us within the meaning of these GTC shall be agreed with the client in each individual case. This applies in particular to the task, the procedure in the specific case and the manner in which the service is provided.
 - b. The services shall be performed in accordance with the specifications described in the order confirmation. If preliminary or additional services become necessary in order to carry out the services ordered by the client, they shall be remunerated additionally. We will inform the client of any necessary preliminary or additional services.
 - c. Requests for changes by the client with regard to the specifications of the services or the agreed time of performance require a written agreement after the order confirmation and shall be remunerated by the client in accordance with the supplementary offer if we agree to the proposed change. We are not obliged to accept clients' change requests.
 - d. The client may demand the interruption of the service provision until an agreement is reached between the contracting parties with regard to the client's change request. The client shall bear costs which are incurred due to the interruption. An agreed delivery period shall be extended accordingly by the duration of the interruption plus a reasonable (re-)start-up time. If no agreement is reached between the contracting parties with regard to the change request, we will provide the services as specified in the original contract.
2. Unless otherwise agreed between the contracting parties, the performance owed under the contract shall be deemed to have been rendered by us when the results of the services rendered, i.e., reports, data, interim results, samples and materials, have been made available to the client as agreed in the contract.
3. Client's obligations to cooperate
 - a. The client shall fulfil all obligations to cooperate and to provide whatever is necessary for the performance of our services. In particular it shall
 - i. provide all documents and information which is required for the provision of the respective services and which are available, i.e. which the client can provide;
 - ii. name a competent contact person who is authorised to make binding declarations for the client and
 - iii. keep us informed on an ongoing basis of circumstances which arise in the course of the execution of the project and which may influence it.
 - b. Insofar as and as long as the client does not fulfil its obligations to cooperate and to provide required materials, services and/or information, we shall be released from any of our obligations to perform to the extent that our performance depends thereon. In such a case, the client shall reimburse us for all costs and damages incurred due to the culpable non-fulfilment of its obligations to cooperate and provide materials, services and/or information. If the client refuses to perform the duties of cooperation and provision of materials, services and/or information incumbent upon it, we may terminate the contract for good cause in accordance with Clause XII No. 2 of these General Terms and Conditions. Other rights remain unaffected.

IV. Subcontractors

We are also entitled to provide services through third parties.

V. Prices and terms of payment

1. The prices are according to our order confirmation or as agreed in the individual case plus statutory value added tax for the provision of services. Early payment discounts are excluded unless agreed in writing.
2. Payments shall be made within 14 calendar days from the date of the provision of the service and receipt of the invoice. The date of receipt of payment shall be decisive for compliance with the payment deadline. Insofar as and to the extent that special arrangements have been made with the client in individual cases, such special arrangements shall have priority (e.g., payment according to the progress of a/the project).
3. If the client is in default of payment, we may - without prejudice to our other rights and remedies and without liability to the client - discontinue the provision of the contractually agreed services.
4. The client shall only be entitled to a set-off and to assertion of a right of retention if

its counterclaim is undisputed, has been legally established and/or is in a reciprocal relationship with respect to the main claim.

5. We shall be entitled to refuse performance of our outstanding services within a contractual relationship if it becomes apparent after conclusion of the contract that our claim for payment from the respective contractual relationship is at risk due to the client's lack of ability to pay. Our right to refuse performance shall cease to apply when payment is made, or a collateral is provided for it. Our other statutory claims in this case shall remain unaffected.
6. Unless otherwise agreed, travel expenses and other expenses required in connection with the provision of the contractually owed service(s) shall be reimbursed separately upon presentation of the receipts and invoices.

VI. Delivery periods, force majeure

1. Delivery times/dates and/or execution and completion periods for services ("Delivery Periods") envisaged by us are always only approximate and are subject to change. This shall not apply if a fixed delivery period has been promised or agreed in writing.
2. If it becomes foreseeable by us that a delivery deadline cannot be met, we shall notify the client of this immediately and inform it of the expected new delivery deadline.
3. We shall not be liable for the impossibility or delay of our performance if the circumstances are due to force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible (e.g., operational disruptions of any type, fire, natural disasters, floods, war, pandemics, epidemics, official measures, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials). In such an event the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up time. Further, we shall be entitled to withdraw from the contract if such events make it significantly more difficult or impossible for us to provide the service and if they are not only of a temporary nature. If the client can no longer reasonably be expected to accept the performance due to the delay that occurs as a result of such an event, the client may also withdraw from the contract by means of an immediate written declaration; unreasonableness shall only be assumed if the expected new delivery deadline is later than 30 calendar days after the originally scheduled delivery date or if it is not foreseeable.
4. We shall not be liable for any delays or failures in the provision of our services which are wholly or partly attributable to the client and/or third parties engaged by the client. The dates or deadlines relevant for the performance of our services shall be reasonably extended by the delays caused by the client, its employees and/or third parties engaged by the client. All additional costs incurred as a result shall be borne by the client.
5. Delivery periods shall be automatically extended to a reasonable extent if the client fails to comply with its contractual commitments or other duties to cooperate or other obligations.
6. Our statutory rights, in particular concerning the possible exclusion of our obligation to perform, e.g., due to impossibility, and due to default of acceptance or performance on the part of the client, shall remain unaffected.
7. Changes to delivery periods or other dates at the request of the client require our prior written consent. Any costs incurred by us as a result of such changes shall be reimbursed to us by the client.

VII. Property rights

1. With regard to the granting and/or transfer of rights of use to intellectual property rights to the client, which may arise in the course of the performance of the services, the parties shall enter into an agreement on a case-by-case basis. If no agreement is reached, all property rights shall remain with us.
2. All patents, utility models, inventions, improvements or discoveries, copyrights, proprietary rights of use, trade secrets, design rights, know-how, proprietary methods, and processes, and any other proprietary or confidential information ("Intellectual Property Right") owned or controlled by either party which existed prior to the commencement of the performance of the services by us or which were created independently of the services to be performed by us, shall be deemed to be existing Intellectual Property Rights of the respective party. The contract does not grant either party any rights to the other party's intellectual property. No rights of use shall pass with the mere handover of information or rendering of services unless the parties have expressly agreed this in writing.
3. In order to provide the contractually owed service, we shall be entitled to use the client's existing intellectual property rights, but only to the extent necessary for this purpose.

VIII. Confidentiality

1. The contracting parties undertake to treat confidential information as confidential at all times. In particular, without limitation the receiving party may not disclose any confidential information to any third party. Confidential information may only be used by the receiving party for the purpose for which the information was made available. Such information may not be used for own purposes or for the benefit of any third party unless the other party has given its prior written consent. This consent must specify the respective purposes in order to be valid.
2. This obligation shall, however, not apply to such information in respect of which the receiving party can demonstrate that
 - a. it was already publicly known at the time it was provided by the other party or a group company;
 - b. it was publicly known without the involvement of the receiving party or another recipient after it was made available by the other party;
 - c. the receiving party received it from a third party who had the right to disclose it to the receiving party without a direct or indirect breach of a duty of confidentiality and/or a right to disclose that information, or
 - d. the receiving party has created or developed it itself without reference to the project and without having used any information.
3. Notwithstanding Clause VIII.1, each party shall be entitled to disclose confidential

information to the extent required to do so by mandatory legal provisions or by a decision of a court, arbitral tribunal or public authority. In all of the aforementioned cases, the receiving party shall promptly inform the other party of the intended disclosure and of the nature and extent of the disclosure of confidential information and shall ensure that all confidential information concerned is marked as "confidential" beforehand. At the request of the other party, the receiving party shall, at its expense, take all reasonable and appropriate steps to avoid or limit disclosure.

4. The receiving party is obliged to keep confidential information secure and to take appropriate measures against unauthorised access. In particular, when transmitting confidential information, the receiving party shall take reasonable security measures to ensure at least the same level of security as the security measures applied by the other party when transmitting the respective confidential information, but at least the care of a prudent businessperson. The receiving party shall, upon the other party's written request and at the other party's option, destroy or return all confidential information and delete it from the storage media ("**Obligation to Return**"). At the request of the other party, the receiving party shall confirm in writing to the other party the proper fulfilment of the obligation to return the goods and/or material(s). The following objects are exempt from the obligation to return: copies of confidential information which must be withheld due to legal regulations or which are stored as backup copies on secondary storage media according to standardised automated procedures; however, the confidentiality obligation also applies to such confidential information.
5. The receiving party may copy or otherwise reproduce confidential information only to the extent required by law or necessary for the project; such copies and reproductions themselves shall also be deemed confidential information. The receiving party shall not disassemble, decompile, modify, analyse, reverse engineer or create derivative works of the other party's products and/or confidential information, either itself or through third parties, unless the other party has agreed to this in advance (e.g. by means of an agreed project plan).
6. The obligation of confidentiality under this Clause VIII shall continue for a period of five (5) years after the end of the pertinent contract.

IX. Warranty

1. We do not guarantee, warrant or assume liability for any particular result or for the suitability of our results to achieve any particular purpose.
2. The client shall assess the services provided by us, including, for example, interim results provided by us, immediately after receipt of the service to determine whether the information and data on which we have based the service are actually correct, and it shall inform us of any discrepancies. Delayed notification will result in all related rights of the client being excluded.
3. Claims for damages by the client shall be subject to Clause X herein and shall become statute-barred one (1) year after performance of the service.

X. Liability

1. Each party shall be solely responsible for its acts or omissions subject to any governing contract.
2. We will perform the services with due diligence; however, we are not responsible for the achievement of a specific economic success or the suitability of our results for the achievement of a specific purpose.
3. Unless otherwise stated in these GTC, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
4. We shall be liable subject to whatever legal reason without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
5. In the event of slight negligence, we shall only be liable in the event of a breach of an essential contractual obligation ("**cardinal obligation**") limited to the typical damage foreseeable at the time of conclusion of the contract. A cardinal obligation within the meaning of this paragraph is an obligation the fulfilment of which makes the performance of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore rely subject to the governing regulations.
6. Liability in the event of simple negligence pursuant to Clause X.5 shall be limited to the amount of the respective order value.
7. In addition, in the cases described in Clause X.5, we shall not be liable for any indirect, incidental or consequential loss or damage, including but not limited to loss of profits or revenue.
8. Any liability for guarantees given and for claims based on the Product Liability Act or other mandatory statutory liability provisions shall remain unaffected.
9. Insofar as our liability is excluded or limited in accordance with the above paragraphs, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

XI. Exemption, indemnity

The client warrants that it has acquired all rights to the information, documents and products handed over to us and that it does and will not infringe any rights of any third party, in particular copyrights, trademark rights and patent rights and/or that it is not prevented from exploiting the aforementioned information, documents and products by other obligations or legal prohibitions. The client shall indemnify us and hold us harmless if any claims are made by third parties or if official measures are taken in connection with the contractual use of the aforementioned items.

XII. Term/termination of contract

1. The contract shall become effective upon its conclusion, which shall be determined in accordance with Clause II hereinabove, and shall end upon the provision of the contractually owed service, unless otherwise agreed between the parties.
2. The right to ordinary termination of the contract is excluded. This shall not affect the right of the contracting parties to terminate the contract with immediate effect for good cause.
3. An important reason exists for us in particular if
 - a. the client is in arrears with payments for more than one month despite us having set a deadline;
 - b. a significant change occurs in the client's shareholdings or management;
 - c. the client breaches a material provision of the contract, including but not limited to the confidentiality agreement under Clause VIII of these General Terms and Conditions or its obligations to cooperate;

d. the client becomes insolvent;

e. insolvency proceedings are opened against the client's assets.

4. If the termination of the contract for good cause is caused by a breach of contract by the client, it shall pay the contractually agreed price in the case of services already provided by us or the agreed price on a pro rata basis in the case of partial services provided by us. Other rights remain unaffected.
5. The notice of termination requires the written form.

XIII. Applicable law and place of jurisdiction

1. The business relations between the client and us are exclusively subject to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.
2. The courts having jurisdiction at our place of business shall have exclusive jurisdiction for all disputes arising from or in connection with the business relationship between the client and us. However, we are also entitled to sue the client at its place of business. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.