



GENERAL SALES AND SUPPLY
CONDITIONS

1 Definitions

1. In these general sale and supply conditions the following terms shall have the meaning set out below.
 - a) Biological Material: any biological material Cergentis receives from Customer for rendering the Services.
 - b) Cergentis: the Dutch limited liability company Cergentis B.V., having offices in 3584 CM Utrecht, the Netherlands, at Yalelaan 62 and trading under the name Solvias NL.
 - c) Customer: the private person or legal entity purchasing Products and/or Services from Cergentis.
 - d) Customer Portal: the commonly agreed online portal that is used by each Cergentis and Customer for providing data, updates on the Project and the Project Report.
 - e) Customer Sample Specifications: the document as sent by Cergentis to Customer, specifying the preparation requirements and shipment details for the Biological Material.
 - f) Deliverables: Products, Results and Project Report.
 - g) GDPR: General Data Protection Regulation, meaning Regulation (EU) 2016/679 of 27 April 2016.
 - h) General Conditions: these general sale and supply conditions applicable between Cergentis and the Customer, irrespective of the form in which they are presented.
 - i) Privacy Statement: Cergentis' privacy policy detailing how Cergentis deals with personal data, as referred to in the GDPR.
 - j) Products: all movable assets (including kits and primers), which are subject to any Quote or agreement between Cergentis and Customer.
 - k) Project: a project consisting of a set of defined Products and/or Services agreed between Cergentis and Customer.
 - l) Project Plan: the part of the Quote describing which Products and/or Services Cergentis and the Customer have agreed upon and how these shall be delivered and/or rendered.
 - m) Project Report: a report describing the test results generated by Cergentis pursuant to the Project goals and Project outline contained in the Quote and provided to Customer upon execution of the Project.

- n) Quote: the budget and conditions applicable to the execution of the Project Plan.
- o) Results: all data generated by Cergentis during a Project, in accordance with the Project Plan.
- p) Services: all activities, which are subject to any Quote or agreement between Cergentis and Customer.

2 Applicability

1. The General Conditions shall cover and form part of agreements in any form, concerning the supply by Cergentis of Products and/or Services to or on behalf of the Customer. As such, they form part of each and any Quote and shall be accepted by Customer with acceptance of the Quote and/or placing any order with Cergentis.
2. The General Conditions also apply to Products and/or Services partly or wholly obtained by Cergentis from a third party, which are delivered to the Customer, as well as to Products and/or Services required for the execution of any agreement in the relation between Cergentis and Customer.
3. Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between Cergentis and Customer.
4. Cergentis explicitly rejects the applicability of any general terms or conditions used by the Customer.
5. If and to the extent that any provision contained in these General Conditions should prove not valid for whatever reason, the other provisions of these General Conditions shall remain in full force and effect.

3 Quote and acceptance

1. All Quotes are valid for the period mentioned in the Quote concerned. If not otherwise stated in the Quote, the Quote will be valid for fourteen (14) days after the Quote date.
2. An agreement with respect to Products and/or Services shall have been concluded as soon as the Customer accepts Cergentis' Quote in writing. Should Customer wish Cergentis to include a purchase order (PO) number in the invoices issued to Customer, Customer shall communicate its PO number together with the acceptance of the Quote/placing the order to Cergentis. Cergentis shall have the right to postpone start of the Services/delivery of the

Products until the PO number is provided by Customer.

3. Orders for Products and/or Services are placed with Cergentis as a company, not with specific individuals representing the company. The applicability of Article 7:404 Dutch Civil Code is excluded.
4. Only Customer can derive any rights from an agreement with Cergentis, not any third party working with Customer.
5. Changes to Quotes can be requested by each of Customer and Cergentis. If one party requests a change to a Quote, the other party will make reasonable efforts to implement it but reserves the right to reject such request if not reasonably acceptable. If a change to a Quote is mutually agreed, resulting into (i) a lower amount, Cergentis will simply invoice the lower agreed amount or (ii) a higher amount, a new Quote with a new date will be issued, that both Cergentis and Customer will sign.

until such payment in advance has been received.

5. If the Customer fails to pay an invoice within the payment term, Customer is in default without a warning or notice of default being required.
6. From the day on which the Customer shall be in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate.
7. If Customer continues to be in default in his obligation to pay the outstanding invoice with accrued interest, Cergentis is at liberty to instruct a debt-collector agency and/or lawyer to collect Customer's debt.
8. All collection costs incurred by Cergentis in respect of such collection, including both judicial and extrajudicial costs, shall be for the Customer's sole account. The amount of the collection costs shall be determined at least 15% (fifteen percent) of the sum due by Customer to Cergentis.

4 Prices, fees and variations

1. All prices and fees mentioned in Cergentis' Quotes are in Euros, unless explicitly otherwise stated.
2. Furthermore, all prices and fees are excluding value-added tax (VAT), any other sales tax, duty, inspection or testing fee and any other taxes or government levies, as well as costs for transport and delivery, unless explicitly otherwise stated.
3. Cergentis is at any time authorized to adjust its prices and fees with respect to new Projects.

5 Payment

1. Unless otherwise agreed between Cergentis and Customer, Cergentis' invoices must be paid within 30 (thirty) days after the date of invoice.
2. Cergentis has the right but not the obligation to set off all payments by Customer against the oldest of any outstanding invoices, irrespective of any other indication by Customer.
3. Customer shall not be entitled to any postponement of payment of Cergentis' invoices, neither to any set-off or reduction outside the scope of its rights in this respect under mandatory law.
4. Cergentis is entitled at all times to require payment in advance by Customer and to postpone delivery of Products and/or Services

6 Performance of the Project, delivery and retention of title

1. Each Project will start as soon as possible after Cergentis has received the Biological Material and Biological Material specific information and Customer has made any advance payment if requested pursuant to article 5.4 of these General Conditions in full.
2. Cergentis shall perform the Services professionally and to the best of its abilities in accordance with the Project Plan and its Privacy Statement. However, Customer acknowledges that Cergentis cannot guarantee any particular results.
3. Cergentis shall make its best endeavours to supply the Deliverables within the term set out in the Project Plan, but it shall not be liable for any damages suffered by Customer in the event that the Project is not completed within the agreed term.
4. Cergentis shall perform the Services consistent with the professional standards indicated in the Quote or otherwise agreed upon with Customer.
5. If at the election of Cergentis, it is necessary to subcontract a part of the Project, Cergentis shall be at liberty to do so without first obtaining Customer's permission, provided that such

subcontracting shall take place under the supervision and responsibility of Cergentis.

6. In order to use the sequences contained in the Biological Material received from Customer for the Services, Cergentis needs to design unique primers ("Primers") based on a small selection of vector sequence information ("Primer Sequences") provided by Customer. Notwithstanding anything to the contrary in these General Conditions, Cergentis may share these Primer Sequences with a third-party manufacturer for the production of Primers. Cergentis shall identify this third-party manufacturer in the Quote or otherwise in writing.
7. Products shall be delivered FCA Cergentis (Incoterms 2020) and/or the Project Report shall be provided to Customer via the Customer Portal or by e-mail.
8. Cergentis retains title to the Deliverables, until payment has been received in full, including accrued interest and costs referred to in article 5 of these General Conditions.
9. All Products shall be suitably packaged and marked for delivery to Customer.
10. Title and risk of loss or damage with respect to the Products shall pass to Customer when Cergentis hands over the Products to the courier selected or accepted by Customer.
11. Customer shall store the Products in accordance with the storage conditions specified by Cergentis and/or those conditions indicated on the packaging of the Product.
12. Should delivery of either the Biological Material and/or the Products be organized through a courier service provider ("Courier") commissioned by Cergentis for the Customer, Cergentis shall pass on to Customer the limitations of liability as specified in the agreement between Cergentis and the Courier. Cergentis shall assign its rights and enforceable claims to Customer to the extent these are granted under the agreement between Cergentis and Courier. Other than this Customer shall not have the right to enforce any claim against Cergentis regarding the transport and delivery of the Biological Material and/or the Products and Customer shall be responsible for the timely delivery of the Biological Material to Cergentis.

7 Complaints

1. Immediately upon receipt of the Deliverables, Customer will verify for potential defects or shortcomings, including incomplete or incorrect delivery.
2. Any claims for damaged, missing or defective Deliverables or otherwise incorrect deliveries must be reported in writing to Cergentis within ten (10) days from the date of receipt of the Deliverables. In case of latent defects of any Deliverables, Customer must notify Cergentis thereof immediately after discovery.
3. For both noticeable and latent defects, if Cergentis does not receive any complaints within the terms set out in article 7.2, the Deliverables are deemed to have been received in good order and accepted by Customer.
4. Customer will only return rejected Products to Cergentis after written approval of Cergentis, provided that the Products are unused, they are in the Product's original containers and packaging material and in a condition no worse than delivered to Customer.
5. For any valid claim made regarding Deliverables, Cergentis may choose to rectify such defect or deficiency in the Deliverables or to replace the defective Deliverables. If (i) such rectification fails or if (ii) the replacement is itself defective or if (iii) it has not been delivered within a reasonable time period, the Customer's exclusive remedy and Cergentis' sole liability on any claim, whether in tort, contract or warranty, shall be a reasonable reduction of the amounts payable by the Customer.
6. If and when any Deliverables Cergentis supplied to Customer caused damage, regarding which Customer claims compensation, Customer shall report any such damage to Cergentis within two (2) business days after which such damage occurred. Article 8 of these General Conditions shall be applicable to any possible indemnification by Cergentis.
7. All of Customer's objections against any of Cergentis' invoices must be notified in writing to Cergentis within ten (10) days after the date of invoice, after which term the amount concerned is considered to be acknowledged for payment in due time.

8 Product warranty, limitation of liability and indemnification

1. Subject to article 8.2, Cergentis warrants that the integrity and the quality of its Products comply with the description provided on the packaging and labelling upon delivery, on the understanding that the Products are transported, stored and used in accordance with the instructions for use provided by Cergentis.
2. Cergentis shall use reasonable efforts in producing the Products and/or performing the Services but does not make any warranties, express or implied, by operation of law or otherwise, with respect to the functionality the Products and/or the Services. Without limiting the foregoing, Cergentis specifically disclaims all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.
3. The liability of Cergentis under any agreement related to the Services or Products (including any software licence agreements) concluded between Cergentis and Customer will be limited subject to the provisions included in this article 8.
4. Any liability of Cergentis for special, punitive, consequential or indirect damage, including but not limited to loss of profits, loss of turnover, loss of prospective profits or anticipated sales or goodwill is excluded.
5. Furthermore, Cergentis will not be liable for damages, including but not limited to the infringement of third-party intellectual property rights, resulting from (i) the use of the Biological Material by Cergentis and/or (ii) the use and/or processing of any Deliverables by the Customer, save for wilful misconduct or gross negligence by Cergentis.
6. The liability of Cergentis shall, save for wilful misconduct or gross negligence, never exceed the lower of (i) the fees stipulated for the Products and/or Services to which the failure pertains or (ii) the liability cap of one million euros (€ 1 million).
7. Customer agrees to indemnify, defend Cergentis from and hold Cergentis harmless against any and all claims and/or damages resulting from:
 - a) the exercise of any and all rights granted by Cergentis to Customer under these General Conditions and/or any related agreement;

- b) Customer's breach of any provision of these General Conditions and/or any related agreement;
 - c) any infringement of third-party intellectual property rights (i) by Cergentis when using the Biological Materials or (ii) by Customer when using the Deliverables.
8. This clause does not apply to death or personal injury to the extent that Cergentis cannot by law exclude or limit its liability for such damages.

9 Customer Obligations

1. Customer will provide Cergentis in due time with complete data and other information required by Cergentis for delivery of the Products and/or rendering the Services.
2. Customer warrants that the information as meant in this article 9 is correct and complete, and that it is entitled to provide Cergentis with such information for the delivery of Products and/or Services. Customer indemnifies Cergentis against all third parties' claims in this respect.
3. Customer shall not send Cergentis any information that can directly or indirectly link any human DNA contained in the Biological Material to natural persons. Furthermore, Customer guarantees that with regard to any samples, all applicable regulations for the protection of privacy have been observed. Finally, Customer guarantees that Cergentis is entitled to process such samples for the purposes agreed with Customer, who will indemnify Cergentis against any third-party claim in this respect. .
4. Customer shall pass on to each of its clients the limitations on warranty specified in the agreement between Cergentis and Customer. The Customer has no authority to modify Cergentis' warranty and shall indemnify Cergentis for any unauthorized modification.
5. Customer shall give and make no other warranty or representation on behalf of Cergentis' Products and/or Services as to quality, reliability, fitness for purpose or any other feature of the Products and/or Services than those given by Cergentis to the Customer as set forth in the warranty literature applicable to the specific Product and/or Service.
6. If Customer unilaterally extends any additional warranty, Customer shall indemnify Cergentis for any liability caused by such additional warranty.

7. Customer agrees to use Cergentis' Products in strict accordance with applicable instructions, warning and other information in user manuals or Product documentation, and in the manner for which they were intended and it shall not reverse engineer the Products.
8. If Customer despite the prohibition contained in article 9.7 generates any data and/or rights of intellectual property regarding the composition of the Product, it shall transfer those data and/or rights to Cergentis without any compensation due upon first request of Cergentis.
9. Customer acknowledges and accepts that Services and Products from Cergentis are for research use only (RUO). Customer accordingly declares that the Services and Products will be used by it RUO and especially not for clinical diagnostic use, further accepts that Cergentis may refuse to accept orders for Services or refuse to provide Services where the potential for other than RUO use exists.

10 Material

1. Customer shall be in all cases responsible for delivering the Biological Material needed for the performance of the Services to Cergentis. Customer shall send the Biological Material to Cergentis DDP Incoterms 2020.
2. Customer warrants that the Biological Material is free from diseases, contaminants or any other hazardous properties and that it is entitled to provide Cergentis with such Biological Material for rendering the Services. Customer indemnifies Cergentis against all third-party claims in this respect.
3. If Customer cannot provide the warranty referred to in article 10.2 of these General Conditions, it will inform Cergentis in advance thereof. It is up to Cergentis to decide if in the absence of such warranty it will start the Project or use the Biological Material.
4. Upon receipt of the Biological Material, Cergentis will process these and subject it to its own quality control tests. In the event that the Biological Material does not meet the quality standards set out in the Customer Sample Specifications, Cergentis will inform the Customer thereof. Subsequently the Project will be postponed until Cergentis has received Biological Materials set out in the Customer Sample Specifications. In case Biological Materials cannot be re-sent by the customer the

full fees for affected Services will be invoiced and article 13.1 of these General Conditions shall apply.

5. If the Customer supplies the Biological Material any later than the indicated date in the Quote, Cergentis may postpone the Project in consultation with Customer.
6. Cergentis will exclusively use the Biological Material for rendering the Services.
7. Unless otherwise agreed, Cergentis will keep all Biological Material up to one year after performance of the Services or supply of the Product. Results will be stored for at least 10 years without charging any costs to the Customer. After this term, Cergentis reserves the right to destroy the Results, unless the Customer indicates at latest until the end of the 10 years retention period it wants Cergentis to keep these. In that case, Cergentis may charge the Customer for further storage.

11 Confidentiality

1. Both Cergentis and Customer undertake to observe strict confidentiality with regard to all confidential information they receive from each other. They shall also impose this confidentiality obligation on their employees as well as to third parties who have been contracted by them in connection with any agreement between Cergentis and Customer.
2. Information will in any event be regarded as confidential if either Cergentis or Customer indicates such information as confidential or by nature is confidential.
3. The confidentiality obligations referred to in articles 11.1 and 11.2 above shall not apply or cease to apply to information regarding which the receiving party can prove by documentary evidence that:
 - a) it was in the public domain prior to disclosure to the receiving party;
 - b) it was in its possession prior to the disclosure to the receiving party, provided that it was not acquired directly or indirectly from the disclosing party;
 - c) after disclosure to the receiving party, it became part of the public domain by publication or otherwise through no act or omission of the receiving party;
 - d) after disclosure to the receiving party, it has been lawfully provided by a third party, meaning that this third party was not under

any confidentiality obligation regarding the information supplied to the receiving party.

12 Intellectual Property

1. Subject to article 12.2 of these General Conditions and after full payment, Customer will acquire the ownership of the Results, unless otherwise agreed.
2. Cergentis may use the Results for its own internal research, solely for the purpose to further develop its proprietary methodologies and technologies. Furthermore, any improvements of those methodologies and technologies arisen during the execution of the Project, shall be owned by Cergentis.
3. Cergentis shall retain any and all copyright vested in the Project Proposal and in the Project Report. With respect to the Project Report, it provides Customer a non-exclusive, worldwide, fully paid up and royalty free license to use this Project Report for any purpose Customer deems fit.
4. In the event Customer wishes to publish (part of) the Results in a scientific or commercial publication, Cergentis shall be properly acknowledged and/or shall be co-author of the publication, all in accordance with the international rules for (scientific) publications.

13 Termination

1. In the event Customer does not supply Cergentis with the Biological Material meeting the agreed quality standards at the indicated date in the Quote and it was not possible to agree on a new shipping date, Cergentis will have the right to terminate the agreement at stake with Customer.
2. Either Cergentis or Customer is entitled to terminate an agreement in place between them with immediate effect and without any judicial intervention being required if:
 - a) its counterpart has not, not timely or not properly fulfilled its obligations hereunder and, such default can either not be cured or, if curable, has not been cured within fourteen (14) days after receipt of written notice thereof from the other party; or
 - b) its counterpart files for bankruptcy or suspension of debts (*surséance*), a petition for bankruptcy has been filed against it,

passes a resolution for its liquidation, if a liquidator is appointed in respect of its assets or if the counterparty makes an assignment for the benefit of its creditors, or deceases.

3. The termination of an agreement between Cergentis and Customer does not release Customer from any payment obligation regarding any Products and/or Services delivered by Cergentis, unless Cergentis is in default with regard to such Product and/or Service. Payment obligations for Customer arise upon receipt of the Biological Materials meeting the requirements set out in the Customer Sample Specifications by Cergentis, as a dedicated slot for the Project will be reserved for Customer as of that moment.
4. The provisions regarding Product warranty, limitation of liability and indemnification (8), confidentiality (11), intellectual property (12), and disputes (14) shall survive termination of these General Conditions and any related agreement.

14 Disputes

1. These General Conditions as well as any related agreement between Cergentis and Customer concerning the delivery of Products and/or the supply of Services, are governed by the laws of the Netherlands.
2. Any disputes following from or arising in connection with these General Conditions and any related agreement between Cergentis and Customer shall exclusively be submitted to the competent court in Utrecht, The Netherlands. Cergentis shall also be entitled to bring legal actions at the place of business of the Customer. The parties expressly waive any objection or defence based on the lack of jurisdiction or venue, in particular a plea for "forum non conveniens".

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