

GENERAL TERMS AND CONDITIONS

FOR LABORATORY SERVICES

1. Scope of Application

- 1.1 All services of KD Pharma Bexbach GmbH ("**KD** ") are provided exclusively on the basis of these General Terms and Conditions ("**GTC**"). They are part of all contracts that KD has signed with its contractual partners ("**customers**") for the provision of laboratory services ("**performance**" or "**service provision**") ("**service contract**"). The terms and conditions also apply to all future services for the customer, even if they are not separately agreed on again.
- 1.2 The GTC of the customer or third parties do not apply, even if KD does not expressly object to their validity in individual cases. Even if the customer refers to a letter containing the terms and conditions of the customer or a third party or refers to such, this will not constitute agreement as to the validity of those terms.
- 1.3 Deviations from this Section 1 are only possible with the written consent of the managing director, a general manager or a head of department of KD.

2. Conclusion of Contract

- 2.1 The customer guarantees that upon conclusion of the service contract (insofar as necessary), that they have all necessary public-law approvals to receive services. The omission of such an approval must be reported to KD immediately and further acceptance of services is not permitted until feedback has been received from KD.
- 2.2 The presentation of services in catalogues or on KD's website does not constitute an offer to conclude a service contract.
- 2.3 The customer submits a legally binding order in written or in text form (e.g. email).
- 2.4 KD can accept the customer's order in written form or by email within two weeks after receipt by an expressly declared acceptance (order confirmation). Any confirmation of receipt immediately after sending an order does not constitute an acceptance.
- 2.5 The customer is entitled to assign claims against KD only with the express consent of KD. However, KD will not refuse consent without reason in the case of a legitimate interest of the customer.

3. Service Content / Performance of Services

- 3.1 Content and quality of KD's owed service result from the respective order confirmation and are agreed on between KD and the customer in written form or by email prior to the conclusion of the service contract.
- 3.2 KD does not owe any success in terms of the law on contracts for work and services.

- 3.3 The service can be a one-off service, which can also be provided in parts or on a permanent basis.
- 3.4 Investigation reports refer only to the samples provided by the customer and do not make any statement about the remainder of the batch / entirety of the material from which the samples were taken.
- 3.5 Investigation reports are made available digitally unless otherwise agreed on with the customer. If the provision is desired in paper form, a flat-rate fee is due.
- 3.6 The place of performance and success of the service is, unless otherwise agreed on in individual cases, the registered office of KD.
- 3.7 KD selects its employees who are to provide the service. The customer is not entitled to the provision of a service by a specific employee. When selecting the employee, KD takes the interests of the customer into account appropriately. KD provides the services by staff who are qualified for the provision.
- 3.8 KD determines, in accordance with the owed service, the manner in which the service is to be provided.
- 3.9 Partial services are permitted to a reasonable extent.
- 3.10 KD is entitled to transfer the service provision in whole or in part to a subcontractor.
- 3.11 The customer has no right to give instructions to KD.
- 3.12 The customer bears the costs and risk of transporting samples, unless otherwise agreed on.
- 3.13 The customer is obliged to ensure that all information and documents required for processing the order are available in good time. This applies in particular, but not exclusively, if a comparison of the analysis results against a specification or application of a decision rule is desired by the customer.
- 3.14 Prior to the order processing, the customer is obliged to inform KD in written form about all known risks or dangers that could arise from a sample, e.g. the presence of radiation, toxic, harmful or explosive components.

4. Dates and Deadlines

- 4.1 Deadlines and dates promised by KD for the provision of services are always only approximate, unless a fixed deadline or a fixed date has been expressly agreed on. Otherwise, KD provides the service within standard market deadlines.
- 4.2 Compliance with dates and deadlines, insofar as necessary, requires the timely receipt of samples and/or documents to be delivered by the customer.
- 4.3 If KD cannot meet mandatory deadlines for reasons, it is not responsible for, it will inform the customer immediately and notify a new deadline.
- 4.4 If KD's provision of service falls behind in whole or in part, the customer's compensation for damages and expenses due to default for each completed week is limited to 0.5% of the price for the part of the service that cannot be used due to the delay. The liability for default is limited to 5% of the total price of the respective service. This does not apply if the delay is due to gross negligence or

intent on the part of KD.

- 4.5 The event of default complies with the general regulations. A written reminder by the customer is required in any case.
- 4.6 In the event of a delay in performance, the customer has a right of withdrawal in accordance with the statutory provisions, only if KD is responsible for the delay.
- 4.7 The rights of the customer in accordance with Section 9 of the GTC and the statutory rights of KD, in particular in the event of an exclusion of the obligation to perform (for example in the event of impossibility or unreasonability of performance and/or supplementary performance), remain unaffected.

5. Prices and Terms of Payment

- 5.1 Any analytical service must be paid for in full by the customer, unless cancelled by the customer prior to sample registration.
- 5.2 Upon conclusion of the service contract, the payment for the provision of services will be agreed on in written form or by email. The prices are exclusive of statutory VAT and without an early payment discount.
- 5.3 Payment is due and payable within 30 days of invoicing. However, KD has the right to demand the provision of the service on partial advance payment or prepayment.
- 5.4 Upon expiry of the payment term, the customer is in default. During the period of default, the payment bears interest at the respective legal default interest rate. KD reserves the right to claim further damage caused by delay. For merchants, the claim to commercial maturity interest (§ 353 German Commercial Code ("**HGB**") remains unaffected.
- 5.5 KD is entitled to withdraw from the service contract after setting a reasonable deadline and the due date if the customer does not provide remuneration within this deadline.
- 5.6 In the event of unforeseeable obstacles or additional costs in the context of the provision of services, KD will inform the customer and KD is entitled to charge the customer for any additional expenses.
- 5.7 The customer is entitled to offset or retain payments only to the extent, that their claim has been legally established or is uncontested.
- 5.8 KD is entitled to adjust the prices at its reasonable discretion according to § 315 BGB.
- 5.9 Unless otherwise agreed on with the customer, invoices are sent digitally.

6. Protection of Work Results

- 6.1 The customer ensures that, in the context of of KD's investigations, produced certificates, reports, advice and information ("**work results**") can only be used for their own purposes. The reproduction of excerpts of work results requires the explicit prior consent of KD. The customer promises not to pass on work results to third parties, not even in a modified form. This does not apply to a legally

required transfer to authorities. If the customer is part of a subordinate or equal group, these are also considered as third parties according to the GTC. The copyright remains reserved.

- 6.2 Know-how, which KD uses or acquires during the provision of the service remains the property of KD. KD reserves the right to freely use its own know-how, in particular for the provision of services to other customers.

7. Storage of Samples

Unless otherwise agreed in written form, the samples provided for examination will be kept at KD for a maximum of 30 days from the date of the report, as far as their nature allows. After this period, the samples can be destroyed. If a return of samples is desired, this is at the expense and risk of the customer.

8. Default

- 8.1 If the service is not provided in accordance with the contract and KD is culpably responsible for this, KD is obliged to provide the service in whole or in part without additional costs for the customer within a reasonable period of time according to the contract, unless this is only possible with disproportionate effort. This duty of KD only exists unless otherwise agreed, if the customer notifies the service disruption immediately in written form, at the latest by the expiry of two weeks after knowledge of the non-contractual service provision. For this, the customer has to adequately monitor the provision of services by KD, insofar as this is possible in the individual case.
- 8.2 If KD is responsible for a non-contractual performance and if it does not succeed in providing the contractual service even within the reasonable grace period set by the customer for reasons attributable to KD, the customer is entitled to terminate the service contract without notice. The right to extraordinary termination for good cause remains unaffected.
- 8.3 In the event of termination in accordance with Section 8,2 of the GTC, KD is entitled to remuneration for the services rendered until the termination takes effect. The claim does not apply for such services in respect of which the customer, within two weeks of receipt of the notice of termination, demonstrates competently that they are of neither use nor interest to them.
- 8.4 If KD is not responsible for a non-contractual performance, it will offer the customer the contractual provision within the scope of their possibilities. If the customer accepts this offer, KD can claim the associated effort and proven costs.
- 8.5 Claims of the customer for damages or compensation for unnecessary expenses only exist in accordance with Section 9 of the GTC, even in the event of a disruption in performance and shall be excluded apart from that.

9. Other Liabilities

- 9.1 Unless otherwise stated in the GTC, including the following provisions, KD is liable in the event of a breach of contractual and non-contractual obligations according to the statutory provisions.
- 9.2 For whatever legal reason, KD is liable for damages in the context of culpability in the event of intent and gross negligence. In case of simple negligence, KD is only liable with the provision that statutory limitations of liability (e.g. diligence in its own affairs; minor breach of duty),

- (a) for damages resulting from injury to life, body and health; and
- (b) for damages arising from the breach of an essential contractual duty (an obligation whose fulfilment is essential to the proper execution of the contract and which the contracting partner regularly relies on and may rely on). In this case however, KD's liability is limited to the reimbursement for foreseeable and typically occurring damage.

9.3 The limitations of liability resulting from Section 9,2 of the GTC also apply to third parties as well as to breaches of duty by individuals (also in their favour), whose fault KD is responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee has been assumed and for claims of the customer under the Product Liability Act.

10. Ordinary Termination

10.1 KD is entitled to terminate a service contract any time.

10.2 If a termination by the customer takes place with the prior consent of KD, the customer shall bear the material, travel costs and expenses incurred by KD up to that point. However, KD is entitled to a percentage of the agreed remuneration as a result of the termination. This share is calculated by setting the actually expired service time in relation to the time that has been taken into account for the provision of the service. In this case however, the customer has no claim to the transfer and surrender of the documentation for the completed partial sections or partial results of the service provision.

10.3 If KD terminates, the customer is entitled to documentation of the partial results achieved up to that point, but the customer has to reimburse the work hours incurred pro rata temporis as well as material and travel costs plus expenses.

11. Extraordinary Termination

11.1 If it turns out during service provision that the complete provision of the service is impossible for factual, legal or economic reasons, KD has a right of termination for good cause, whereby KD is entitled to a percentage share of the agreed remuneration in addition to the entitlement to reimbursement of the material and travel costs as well as expenses incurred. This share is calculated according to Section 10,2 of the GTC. In this case, the customer is entitled to receive the documentation of the previous partial subsections and partial results.

11.2 The right to extraordinary termination for other important reasons remains unaffected for both parties.

12. Limitation Period

12.1 The limitation period for claims of the customer due to service disruptions is one year from the start of the statutory limitation period.

12.2 Claims for damages by the customer in accordance with of the 9,2 of the GTC expire exclusively after the statutory limitation periods.

13. Compliance with international Sanctions Lists and Embargoes

- 13.1 The customer reviews continuously and ensures with regard to economic and trade sanctions imposed by the European Union, the United Nations, the United States of America or any other state that
- (a) the customer is not subject to any economic sanction;
 - (b) the customer is not, to the best of its knowledge, controlled or economically favoured by any natural or legal person subject to economic sanctions;
 - (c) the customer complies with all applicable laws and regulations relating to economic sanctions; and
 - (d) the customer is not involved in proceedings or is not the subject of official investigations due to (alleged) violations of legal provisions applicable to the customer relating to economic sanctions.
- 13.2 The customer releases KD from all losses, liabilities, damages, penalties, costs and expenses incurred by the customer or incurred against the customer as a result of a breach of Section 13,1 of the GTC by the customer.
- 13.3 Notwithstanding other claims and remedies, KD has the right to terminate any contractual relationship with immediate effect by written notice to the customer if the customer violates the provisions of Section 13,1 of the GTC. In this case, the customer is not entitled to compensation or other payments.

14. Confidentiality

KD and the customer mutually commit to each other to keep confidential all confidential information, business and trade secrets ("**information**") of the other party received in connection with the provision of the service and neither to publish them nor to disclose them to third parties. Disclosure or publication of information shall only take place with the express written consent of the other party.

15. Data Protection

Personal data collected in connection with the execution of the contract will be processed in compliance with the applicable data protection regulations. At any time, the customer is entitled to request information about their data that have been stored and to have these data corrected, blocked or deleted.

16. Final Provisions

- 16.1 The GTC and the contractual relationship between KD and the customer are exclusively governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN sales law.
- 16.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with this agreement is Frankfurt

am Main in Germany. Alternatively, however, KD is entitled to assert claims

at the customer's general place of jurisdiction. The applicability of regulations on exclusive places of jurisdiction remains unaffected.

- 16.3 Amendments and additions to all contracts concluded between the parties shall only be agreed on in written form. An email sufficiently satisfies this requirement.
- 16.4 Insofar as these GTC contain regulatory loopholes, the legally effective provisions that the contracting parties would have agreed upon in accordance with the economic objectives and purpose of these GTC if they had been aware of the loophole are deemed to have been agreed upon in order to fill these loopholes.
- 16.5 If a provision of the GTC is void or becomes void, the validity of the other provisions is not affected. The respectively relevant statutory provision replaces the invalid provision.

17. Force Majeure

KD is not liable for the impossibility of the contractual execution of the service or for service delay(s), insofar as they are caused by force majeure or other events that are not foreseeable and/or avoidable at the time of the contract conclusion (e.g. operational disruptions of all kinds, difficulties in procuring material and/or energy, transport delays, strikes, lawful lockouts, lack of manpower, lack of energy (e.g. B. gas shortage) or raw materials, difficulties in obtaining necessary official permits, pandemics (e.g. B. COVID-19 pandemic) or epidemics, official measures or the absence, incorrect or untimely delivery by suppliers despite a congruent cover transaction concluded by KD (if possible)), for which KD is not responsible. KD will notify the customer immediately. As soon as the hindering circumstances cease to exist, KD has to notify the customer accordingly and resume performance of the service immediately. If such aforementioned events make the performance of the service significantly more difficult or impossible for KD and the hindrance is not only of temporary duration or the duration of the hindrance lasts longer than three (3) months, KD is entitled, at its own discretion, to withdraw from the contract or to terminate it in whole or in part. If the aforementioned hindrance is of temporary duration, the deadlines for the performance of the service(s) shall be extended or, in case of doubt, the performance dates shall be postponed by at least the duration of the hindrance plus a reasonable restart period (e.g. after interruption of gas supply). In the event of termination, the customer reimburses KD for the following: (i) expenses incurred by KD due to the termination of the execution of the contract; (ii) a part of the agreed remuneration equal to the part actually performed by KD. Apart from that, KD's remuneration claim is no longer applicable. The customer is not entitled to any further claims for performance or damages in the event of KD being prevented from performing in connection with any of the aforementioned events.

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