

## General Terms and Conditions

### 1. Definitions

These General Terms and Conditions of Sale shall apply to products ('products') supplied by U-CyTech biosciences ('U-CyTech') and to services to its business customers, buyers and purchasers ('Buyer') who order and purchase products from U-CyTech. An agreement ('agreement') means the agreement, offer and contract between U-CyTech and Customer ('parties').

### 2. General

These terms and conditions apply to every offer, contract and agreement between Buyer and U-CyTech, unless both parties expressly agree otherwise in writing. If one or more provisions in these terms and conditions are found to be null or are declared invalid, the remaining provisions shall remain fully applicable.

### 3. Offers and quotations

Offers and quotations are free of obligation and valid for thirty (30) days. Terms of delivery in U-CyTech's offers or quotations are indicative only; exceeding these delivery terms does not entitle the Buyer to cancellation or compensation. The prices stated in the offers or quotations are exclusive of VAT and other government levies, as well as shipment, packaging and administration costs.

### 4. Orders

U-CyTech reserves the right to refuse or cancel an order for any reason, including but not limited to: limitation on quantities available, inaccuracy in ordering or billing information, errors in product or pricing information, or any other issue identified by U-CyTech. No order accepted by U-CyTech may be cancelled by the Buyer except with U-CyTech's prior written consent and on terms that the Buyer shall fully indemnify U-CyTech against all losses (including loss of profit), costs and expenses incurred by U-CyTech as a result of or prior to such cancellation.

### 5. Price

The prices quoted by U-CyTech are in Euro (€) and are (a) exclusive of VAT, import duties and other applicable taxes, levies, duties and bank charges; (b) exclusive of transport and insurance costs; (c) based on delivery Ex Works under Incoterms. If U-CyTech and the Buyer have agreed a fixed price, U-CyTech nevertheless reserves the right to increase the price, if it can demonstrate that significant changes have occurred in the prices of raw materials, exchange rates and/or wages between the time of the offer and the time of delivery. If the price increase exceeds 10%, the Buyer is entitled to dissolve the agreement, unless the increase results from a change in the agreement or is imposed by a legally competent authority.

### 6. Payment

Payment shall be made in accordance with the payment terms stated on the invoice and in the currency in which the products were invoiced. The Buyer shall pay within thirty (30) days from the invoice date. Disputes regarding the invoice amount do not suspend the Buyer's payment obligation. If the Buyer fails to fulfill its payment obligation within the specified period, the Buyer shall owe interest from the date of default at a rate of two percent (2%) per month on the outstanding balance. U-CyTech reserves the right to refuse further shipment of products without prior notice if the Buyer fails to make a payment when due or if the Buyer's financial condition becomes unsatisfactory to U-CyTech.

### 7. Delivery

Products are delivered FCA according to Incoterms. The Buyer is obliged to accept the products at the time that U-CyTech delivers or arranges delivery, or at the time the products are made available to Buyer under the agreement. If the Buyer refuses to accept the products or fails to provide the necessary information or instructions for delivery, U-CyTech is entitled to store the products at Buyer's expense and risk.

Delivery time specified by U-CyTech are always approximate. Exceeding these delivery times does not constitute default and does not entitle the Buyer to any rights.

U-CyTech is entitled to deliver the products in parts, unless otherwise agreed in writing or unless partial delivery has no independent value. U-CyTech may invoice each partial delivered separately.

Unless otherwise agreed, U-CyTech determines the packaging, shipping and courier service based on its experience.

### 8. Inspection and Complaints

The Buyer must inspect the delivered products upon delivery, or in any case, within the shortest possible period thereafter. During this inspection, the Buyer should verify whether the quality and the quantity of the products conform to the agreement or, at a minimum, meet the standards applicable in normal (commercial) transactions. Any visible defects must be reported to U-CyTech in writing within three (3) days of delivery. Non-visible defects must be reported within three (3) weeks of discovery, but no later than three (3) months after delivery. If the Buyer submits a timely complaint in accordance with above, the Buyer remains obligated to accept and pay for the products. Defective products may only be returned with the prior written consent of U-CyTech.

### 9. Warranty

U-CyTech guarantees that the delivered products meet the agreed quality standards and requirements, and function correctly in accordance with the accompanying product specifications. If the delivered products do not comply with this warranty, U-CyTech shall, at its discretion, either replace or repair the products within a reasonable period after receiving them or, if return is not reasonably possible, after written notice of the defect from the Buyer. In the case of replacement, the Buyer shall return the defective products to U-CyTech. The warranty does not apply if the defect results from improper or careless use, or if Buyer or third parties have modified the products, or have used the products for purposes for which they were not intended. The warranty also does not apply if the Buyer failed to exercise the level of care reasonably expected in handling the products.

### 10. Suspension and Dissolution

U-CyTech is entitled to suspend the fulfillment of its obligations under the agreement in the following cases: (a) If the Buyer fails to fulfill their obligations under the agreement or the event of liquidation, bankruptcy, seizure or suspension of payment with respect to the Buyer; (b) If, after the agreement has been concluded, U-CyTech becomes aware of circumstances that give good reason to fear that the Buyer will not fulfill their obligations. If there is reason to believe that the Buyer will fail to fulfill its obligation in whole or

in part, suspension shall be permitted only to the extent justified by that failure; (c) If the Buyer is requested to provide security for the fulfillment of its obligations at the time of concluding the agreement and such security is not provided or is insufficient. Once adequate security has been provided, the right to suspend fulfillment shall lapse, unless fulfillment has been unreasonably delayed as a result. U-CyTech is also entitled to terminate the agreement if circumstances arise that make fulfillment of the agreement impossible or, according to standards of reasonableness and fairness, can no longer reasonably be required. Termination is also permitted if other circumstances arise that make it unreasonable to expect the agreement to be maintained unaltered. Upon termination of the agreement, all claims U-CyTech has against the Buyer shall become immediately due and payable. If U-CyTech suspends the fulfillment of its obligations, it shall retain all rights available to it under the law and the agreement. U-CyTech always retains the right to claim damages.

## 11. Limitation of Liability

Except to the extent caused by U-CyTech's gross negligence or willful misconduct, or as required by applicable law, U-CyTech shall not be liable for any loss of use or loss of profit, costs of procurement of substitute products, or any indirect, consequential, incidental, or special damages of any kind, however caused and regardless of form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if U-CyTech has been advised of the possibility of such damages. For any liability of U-CyTech that is not legally excluded by the foregoing, U-CyTech's liability shall be limited to the invoice value of the transaction, or as applicable to that part of the transaction to which the liability relates. U-CyTech's liability for direct damages shall in any event be limited to a maximum of EUR 1500 (one thousand five hundred euro). The Buyer acknowledges that the allocation of risks under this agreement is reflected in the pricing of the products, and that different terms and conditions would have applied if a different allocation of risk had been agreed.

The Buyer shall indemnify U-CyTech against any claims from third parties who suffer damages in connection with the execution of the agreement, where such damages are attributable to the Buyer.

## 12. Force Majeure

In these General Terms and Conditions, force majeure shall mean, in addition to the meaning attributed to it under the applicable law and case law, any circumstances beyond U-CyTech's reasonable control, whether foreseeable or unforeseeable, which prevents or materially hinders U-CyTech from fulfilling its obligations. Such circumstances include, but are not limited to, natural disasters, government measures, epidemics, failures of suppliers, transportation disruptions, and to the extent permitted under applicable law, industrial actions including those within U-CyTech's own organization. If a force majeure event occurs during purchasing, production, distribution, or any other essential process and renders performance of the agreement, timely delivery, or fulfillment of any other obligation impossible or materially hindered, U-CyTech shall be entitled, depending on the circumstances, to suspend, postpone or terminate the agreement, in whole or in part. In such cases, U-CyTech shall not be liable for any damage or loss arising from this force majeure event.

## 13. Intellectual Property

All intellectual rights to the products, analyses, designs, documentation, reports, proposals, and preparatory materials developed or made available by U-CyTech to the Buyer shall remain exclusively vested in U-CyTech. The Buyer shall not be permitted to modify, adapt or change the delivered products, unless the nature of the product requires otherwise or unless explicitly agreed in writing by U-CyTech. If a product supplied by U-CyTech infringes the intellectual property rights of a third party and the Buyer is held liable as a result, the Buyer shall immediately notify U-CyTech in writing and allow U-CyTech to take control of the matter. In such a case, U-CyTech shall, at its sole discretion and as the Buyer's exclusive remedy, either a) procure for the Buyer to continue to use the product, or b) modify the product so that it no longer infringes, or c) replace the product with a non-infringing equivalent, or d) accept the return of the product and refund the purchase price paid for that product. The Buyer shall indemnify, defend and hold U-CyTech harmless from and against any claims by third parties arising from or relating to intellectual property rights in any material or data provided by the Buyer for performance of the agreement.

## 14. Confidentiality

Each party shall maintain the confidentiality of all confidential information received from the other party in connection with the agreement. If U-CyTech is required by applicable law or a binding court order to disclose confidential information to third parties designated by statute or judicial order, and U-CyTech cannot lawfully invoke a right to refuse such disclosure or such a right is not recognized by the competent court, U-CyTech shall not be liable for any damages, losses or compensation arising from such a disclosure. In such a case, the other party shall not be entitled to terminate the agreement on the basis of the disclosure or any damage resulting therefrom.

## 15. Disputes

Any dispute arising from or relating to this agreement shall be submitted exclusively to the competent court of the district in which U-CyTech has its place of business, unless the different court is mandatorily competent under applicable law. U-CyTech nevertheless reserves the right to submit the dispute to any other court that has jurisdiction pursuant to applicable law. The parties shall use their best efforts to resolve any dispute amicably through mutual consultation before initiating proceedings.

## 16. Applicable Law

All agreements between U-CyTech and the Buyer, including these terms and conditions, shall be governed exclusively by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.