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General Conditions of Sales

effective October 2020

Definitions:

Agreement: the Purchase Order, this document, and any potential Special Conditions.

Confidential Disclosure Agreement (CDA): The valid, mutual confidential disclosure agreement signed between the Parties to keep certain information confidential

Individual Specifications: Particular specifications provided by You with respect to the application of Our Services, for example the particular oligonucleotide sequence You request Us to synthesize. The Individual Specifications and associated data may be considered confidential by either party.

Products: goods and/or services provided by us

Our **Principal Home Office** is the major place of business of BianoGMP located at BianoGMP GmbH, Ronneburger Straße 74 Haus III, 07546 Gera, Germany

Party/Parties: individually You or Us and collectively You and Us

Purchase Order: the document issued by You to Us, as expressly accepted by Us pursuant to the Agreement, to order the Service; it being agreed that any Service under a Purchase Order is subject to the terms and conditions of this document, except as otherwise agreed between the Parties.

Service: services including, but not limited to synthesis, purification and analytics of compounds, molecules or particles, or their application to biological or in vivo tests, and the analysis of such tests.

Special Conditions: Conditions provided by BianoGMP which are relevant to the individual Service agreed between You and Us, including conditions differing from these General Conditions of Sale, or conditions not included or not relevant under the General Conditions of Sale.



"**We**", "**Us**" or "**Our**" means BianoGMP GmbH, a private company organized under the laws of Germany with an office at Ronneburger Straße 74, 07546 Gera, Germany, incorporated in the Trade and Companies Register of Jena under number HRB 513802, acting in its own name and in the name and on behalf of its affiliates.

"**You**", "**Your**", "**Yourself**", or "**Purchaser**" means the company or other legal entity for which you are accepting this Agreement.

1. Purpose of the Agreement

1.1 The purpose of the Agreement is to define the terms and conditions under which We provide You with the Service subject to a Purchase Order, in consideration of the full payment of the fees or sale of Product, as defined in the Purchase Order, in accordance with Our quotation as accepted by You.

1.2 You agree that the Agreement is non-exclusive and that We may market and distribute directly and/or indirectly the Service - in whole or part - to any third party provided to the extent that it does not break Confidentiality.

1.2 Once You give us a Purchase Order in any way whatsoever, You will be held to have accepted these General Conditions and the Special Conditions prior to giving the Purchase Order.

1.3 Products furnished by Us are sold only on the terms and conditions stated herein, notwithstanding any different or additional terms or conditions stated on Your Purchase Order or other documents, which are expressly rejected hereby by Us. Our performance of any contract with You is expressly made conditional on Your agreement to the terms and conditions stated herein unless otherwise specifically agreed to in writing by us.

2. Offer and Purchase Order

2.1 The Agreement includes the following contractual documents, in decreasing order of priority and prevalence:

- (i) The Purchase Order
- (ii) The Special Conditions if provided
- (iii) This document and its potential exhibits.

In case of any conflict between any document and its exhibits, the exhibits shall prevail. In case of any conflict between the exhibits, the exhibit with an upper number shall prevail over the obligations set in the other exhibit and issuing interpretation conflicts

2.2 No order given by word of mouth will be acted upon until it is confirmed by a written order form. The acceptance of the Purchase Order will be binding on Us until We have it accepted or confirmed in writing.



3. Price

3.1 Unless explicitly otherwise provided in Our quotes or acceptance of the Purchase Order, We quote Our prices in Euro (€) exclusive of taxes, duties, fees, and costs for shipping and insurance. Prices are subject to change without notice. You shall bear any increase in a tax rate or new tax imposed between the time of the order and the time of delivery. We reserve the right to request upfront payments or payments in several instalments in Our quotation.

3.2 Unless otherwise provided in our Special Conditions, Our prices are only for the supply of the Products described in the Special Conditions to the exclusion of all other goods and services, and in particular installation, assembly works and intellectual property. If such works are ordered by purchaser, these will be invoiced in addition to the prices provided for in our Special Conditions.

4. Payment

4.1 Our invoices are payable at our principal Home Office within fourteen calendar days of receipt of invoices. Payments should mention the references indicated in Our invoice.

4.2 In the event of an invoice not being settled upon the expiry date, the entirety of our invoices to You will become immediately payable.

4.3 Once the payment period has expired, You become automatically liable for the payment of interest for late payment of 12 % per annum, accruing from the end of the payment period without formal notice of default being necessary.

4.4 We shall be entitled to claim reasonable compensation from You for all relevant recovery costs incurred through the latter's late payment.

4.5 Should Your Creditworthiness deteriorate, in Our sole discretion, We reserve the right, even after the partial completion of an order, to require You to provide such guarantees that We deem fit with respect to the satisfactory performance of the undertakings that have been entered into. A refusal to provide such guarantees gives Us the right to cancel all or part of the order.

4.7 All complaints regarding the invoiced amounts must reach Us within fourteen calendar days of the invoice date, in the absence of which the invoice will be held to be accepted irrevocably and in its entirety.



5. Procedures for Shipment

5.1 Except when provided otherwise in our Special Conditions, the shipment will be made FOB our Home Office.

5.2 Purchaser bears all risks relating to the Products sold as of their delivery to the carrier, in particular relating to their carriage, even if we take charge of this carriage or of its organization.

5.3 We reserve the right to ship the Products anytime once they are produced. If the Product cannot be delivered to You for reasons for which We are not responsible, if you decline acceptance, or if You request delay of shipment, We remain entitled to issue an invoice and request payment under the terms of this Agreement.

6. Delivery times

6.1 Except when express guarantee is given in our special conditions, the delivery time (if any) mentioned in our special conditions or in any purchaser document is not binding. We cannot be held liable for any delay.

6.2 Delays in delivery can in no case give rise to the cancellation of the order.

7. Reservation of ownership

7.1 The delivered Products remain Our property until the price has been paid in full, even in the event of the transformation or incorporation of the Products into other goods.

8. Approval

8.1 The Products are held to have been approved by You upon the fourteenth calendar day after delivery, except in the event of a precise and detailed protest sent to Us by email with delivery status notification (DSN) or registered letter before the expiry of this period.

8.2 Your approval will cover all defects and other issues which You should have discovered during such fourteen-day period having performed a close and careful examination; in any case such approval shall cover the nature, type, number, specifications and operation of the Products.

9. Product Warranty

9.1 We warrant that any Product supplied to You under this Agreement will, at the time of delivery as provided in Section 8.1 and for 30 days thereafter, conform to the specifications specifically agreed by Us.

9.2 Notwithstanding anything to the contrary contained in this Agreement, our warranty does not cover (i) defects or damage not caused by Us, such as (but not limited to) those arising in storage, transit, alteration or modification by parties other than Us, (ii) accident,



misuse or non-compliance with instructions or manuals, (iii) the results or effects of Your specifications or other instructions, or (iv) abnormal conditions such as temperature, moisture, or foreign matter.

9.3 WE MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. YOU UNDERSTAND THAT NO EMPLOYEE, OFFICER, AGENT, OR REPRESENTATIVE OF OURS IS AUTHORIZED IN ANY WAY TO MAKE ANY STATEMENT TO THE CONTRARY WHICH SHALL BE BINDING ON US.

9.4 Your SOLE REMEDY with respect to Us breaching the warranty in Section 9.1 and otherwise with respect to defective Products shall be the replacement of such Products.

9.5 The warranties and remedies provided in this Article shall be applicable only if (i) You shall give Us written notice of the alleged breach of warranty within 14 days after You know or should have known of the alleged breach, and in any event before the date stated in Section 9.1; (ii) such notice describes the alleged breach and all related facts and circumstances, and (iii) You promptly cooperate with Us and promptly make available to Us from time to time all pertinent records, materials and information in Your possession or control relating thereto as we require.

10. Limitation of Liability

10.1 After delivery has been effected, We cannot assume any other liability other than that provided for by Article 9, including without limitation any damage or injury arising from accident sustained by persons, damage to goods distinct from the sold Products, loss of earnings or any other loss arising directly or indirectly from defects in the Products.

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR LIABILITY IN THE AGGREGATE UNDER AND WITH RESPECT TO THIS AGREEMENT AND THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT AND ANY PRODUCTS OR OTHER ITEMS FURNISHED UNDER THIS AGREEMENT (WHETHER IN TORT, CONTRACT OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED, PRODUCT LIABILITY, OR STRICT LIABILITY OF US) SHALL IN NO EVENT EXCEED THE COMPENSATION ACTUALLY RECEIVED BY US.

10.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ITS PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE USE OF, INABILITY TO USE, OR RESULTS OF USE OF ANY PRODUCTS OR OTHER ITEMS FURNISHED UNDER THIS AGREEMENT.

10.4 **Force Majeure:** Notwithstanding anything to the contrary contained herein, neither Party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data, labour difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

11. Patents and Other Intellectual Property Rights

11.1 Services provided by Us that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property shall be our sole property.

11.2 You shall defend and hold Us harmless against any expense, liability, loss, costs or damages resulting from any claim of infringement of patents, trademarks or other intellectual property rights arising out of compliance by us with Your designs, specifications, or instructions. We shall have no liability whatsoever with respect to (i) any claims settled by You without our prior written consent, (ii) any alteration or modification of Products, or (iii) any use or combination of Our Products with Products not furnished by us.

12. Indemnity

12.1 You will defend, indemnify and hold Us harmless from and against any and all damages, liabilities, claims, losses, suits and expenses relating to the use, disposal or resale by You of any of our Products.

13. Rescission of Sale

13.1 We have the right to rescind any sale as of right and without formal notice of default, by notification to You of our intention by registered letter, in the event of Your non-performance of one or other of Your contractual undertakings, in particular if You are late in settling an invoice by more than 30 days, or if it should appear in Our sole discretion that You will not perform or that there is a reasonable likelihood that You will not perform one or more of Your undertakings, even before You are required to perform such obligation.

13.1 Upon rescission of one or more sales as stated above, You will be liable to Us, as liquidated damages and not as a penalty, for an amount equal to 10% of the gross sale price of each rescinded sale.

14. Miscellaneous

14.1 **Independent contractors:** The Parties are independent companies, contracting in their own name and under their own responsibility. Therefore, neither Party shall make any



representations on behalf of the other Party, for whom it shall in no event substitute itself, except to the extent strictly necessary for the performance of the Agreement.

14.2 Assignment and sub-contracting: You shall not assign, contribute or otherwise transfer - whether in whole or part, free of charge or against payment - any of Your rights and obligations under the Agreement, without Our prior written consent. We may (i) assign or otherwise transfer to Our sister company BiancoScience Our rights and obligations under the Agreement, provided You are informed of such assignment or transfer; and (ii) sub-contract, whether in whole or part, the Service to any third party.

14.3 Waiver: The waiver or the failure by either Party to claim a breach by the other Party of any of its obligations under the Agreement shall not be construed as a waiver of such obligation for the future.

14.4 Severability: If any term of the Agreement is held to be illegal, invalid or unenforceable in whole or in part, as a result of any statutory or regulatory provision or after the decision of a competent court which has become final, the other terms shall continue in full force and effect shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding

14.5 Entire agreement, amendments: The Agreement constitutes the entire agreement between the Parties. It supersedes all prior or simultaneous agreements and understandings, whether oral or written, relating to the subject matter of the Agreement. Any change to the Agreement is subject to an Amendment signed by a duly authorized representative of each Party.

14.6 Communications between the Parties: Any notice between the Parties during the term of the Agreement, shall be given in writing, by registered letter with confirmation of receipt, at the address set forth in the Purchase Order or any other address as either Party will duly notify to the other Party, pursuant to the terms of the Agreement.

14.7 Compliance with law: Both Parties undertake that their respective activities shall comply with any and all statutory and regulatory requirements in force, in particular those relating to the protection of exportations and personal data.

14.8 Language: The Agreement is in the English language only, which language shall be controlling in all respects. Should the Agreement be translated in any other language, the English version only shall be binding on the Parties. Furthermore, all communications and notices made or given pursuant to the Agreement shall be in the English language.



15 - Governing Law, jurisdiction and disputes

15.1 No action, regardless of form, arising out of, or in any way connected with, the Products furnished by Us, may be brought by you more than one (1) year after the date of Your Purchase Order

15.2 The sale of Products shall be governed by the law Germany, notwithstanding any conflict of laws principles. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply.

15.3 The Parties agree that they will try to reach an out-of-court settlement for any dispute arising out of or in connection with the performance or the construction of the Agreement. In case of litigation, the Parties submit to the exclusive jurisdiction of the German Arbitration Institute (DIS) at their site at Berlin (Germany), notwithstanding the plurality of defendants, claim against guarantor, summary or conservatory proceedings. The language of the arbitration shall be German if You are registered in Germany, and English in all other cases. The rules of law applicable to the merits shall be German.

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