

General Terms and Conditions of Business of Certagen GmbH

Certagen GmbH, Marie-Curie-Str. 1, 53359 Rheinbach

Version: 01.Sept.2020

1. Range of application

- 1.1 These General Terms and Conditions of Business (hereinafter referred to as T&Cs) apply to all orders fulfilled and services provided by Certagen GmbH, hereinafter referred to as Certagen. They also apply to consultation services and amended or supplementary orders, insofar as no particular agreements have been entered into in this regard. These T&Cs are deemed accepted on placing an order with Certagen. They shall also apply to all future business, even if their acceptance is not expressly reconfirmed.

2. Collision clause

- 2.1 These Terms and Conditions of Business shall apply exclusively. Client and customer's General Terms and Conditions of Business shall apply only to the extent that Certagen has expressly agreed to.

3. Reservation of changes

- 3.1 Certagen reserves the right to change these General Terms and Conditions of Business at any point of time. They shall be a component of current orders as well, insofar as the client, having been informed of such changes, does not object to them within an objection period of one month from having been informed thereof.

4 Object of contracts / types of contract

- 4.1 Certagen offers various services in the field of DNA-analysis and gene diagnostics that may be made use of by both end-consumers and commercial enterprises. Certagen furthermore offers laboratory test kits that are sold exclusively to commercial enterprises.
- 4.2 Information on, and the extent of, Certagen's services are detailed on Certagen's website, <http://www.certagen.de>, or may be obtained by telephone, +49-2226-871600. Printed informational material as well as Certagen's current price list may also be obtained, free of charge, by mail upon request. Details of Certagen's laboratory test kits can be derived from the respective product descriptions or order forms.
- An "end consumer" is legally defined by Art. 13 of the German BGB and in the sense of these T&Cs as any natural person that will enter into a legally binding transaction for a purpose that can neither be allocated to his or her commercial nor his or her professional activity in self-employment. A "commercial enterprise" is legally defined by Art. 14 of the German BGB and in the sense of these T&Cs as any natural person or legal body or joint partnership with legal capacity that conducts a legally binding transaction in the framework of their commercial orientation or professional activity in self-employment.

5. Entering into a contract

- 5.1 A contract is entered into once a written and signed order for services or products, together with the required samples specified therein, has been received and accepted as an order by Certagen. An order for services or products may be accepted by means of order confirmation in writing, by supplying the results of the requested analyses, or by supplying the laboratory test kit(s) as ordered. If Certagen does not object to an order within 7 working days from its receipt, such order shall be assumed as having been accepted.
- 5.2 Certagen shall endeavor to process samples submitted for analysis as promptly as possible upon receipt in the interest of the Client.
- 5.3 If a Client subsequently requests a previously placed order to be altered in scope or volume, such request will be considered a new order, which shall be invoiced separately to the Client.
- 5.4 Amendments to, and agreements aside from and above, the standard contract entered into in writing, may be made without adhering to the written form, if Certagen has expressly agreed to these.

6. Revocation policy

The following right to revocation applies to end-consumers only

6.1 Right to Revocation

The Client has the right to revoke a contract entered into within a period of 14 days from its date without needing to state reasons. To exercise this right of revocation, the Client must inform Certagen at

Certagen GmbH, Marie-Curie-Str.1, 53359 Rheinbach, Germany
Phone: +49-2226-871600, Fax: +49-2226-871604, E-mail: info@certagen.de

by means of unambiguous statement (for example, by a letter sent by mail, fax or e-mail) of his or her explicit wish to revoke the contract. The Client may for this purpose use the revocation form attached hereto, but this is not mandatory.

Adhering to the revocation period necessitates that the notification of exercising the right to revocation be sent to Certagen before the end of the revocation period.

6.2 Consequences of revoking a contract

If a Client revokes a contract, Certagen will refund all payments already received from the Client, including delivery costs (except for possible additional costs that may have resulted from the Client's having opted for a type of delivery other than cheapest standard delivery), immediately and at the latest within a period of fourteen days from the date on which the Client's notice of revocation of a contract has been received by Certagen. Such repayment will be made by using the same means of payment the Client has used in the original transaction unless expressly agreed to otherwise. Such repayment will not incur extra charges.

- 6.3 If the Client has requested a service to commence during the revocation period, the Client is liable to paying Certagen an amount that is adequate in proportion to the total original order volume and covers the services rendered up to the point of time when the Client notifies Certagen of his or her wish to revoke the respective contract.

7. Prices / payments / retention of proprietary rights / prohibition of commercial retailing

- 7.1 The prices valid at the time of entering into a contract shall apply.
- 7.2 Costs are payable without deductions in advance, or upon receipt of the respective invoice. All bank charges (for example check fees, costs for overseas transfers) are for the account of the recipient of the invoice. Defaulted payments shall be subject to the respective (German) legal provisions.
- 7.3 Certagen reserves the right to demand down payments, payment upfront, or collaterals, and to suspend the services ordered until such is/are received. If such payment is not made or collateral is not produced within the time limit set by Certagen, Certagen shall be entitled to withdraw from the contract and/or to demand compensation for damages arising from the non-fulfillment of the contract.
- 7.4 The Client ordering a service or product is entitled to applying trade-offs and retaining payments in conjunction with counter-claims only if these are undisputed or have been legally determined.
- 7.5 Certagen retains sole legal ownership of analysis reports, analysis results, and/or products supplied until payment for these, or any of these at the time of delivery, has been made in full.
- 7.6 The commercial retailing of Certagen's laboratory test kits is prohibited.

8. Submission of samples / safekeeping of samples / destruction of samples

- 8.1 The costs and risks of supplying the required samples shall be borne by the Client.
- 8.2 The Client is obliged to inform Certagen of all risks and the required handling of submitted samples, as far as those are known to him or her, in the event of his or her submitting potentially hazardous samples or specimens. The Client shall ensure that all samples and specimens

are in a stable condition and that no dangers emanate from them. The Client is liable for all damages, harm, or illness, which Certagen or its employees may suffer as a result of a breach of the aforementioned obligation. Furthermore, the Client must ensure that samples and/or specimens are packed in an orderly manner.

- 8.3 Insofar as not expressly agreed to otherwise in the contract or in a separate written agreement, submitted samples and/or specimens shall be stored for as long as their storage life in state-of-the-art conditions permits, but not for longer than three months unless legally prescribed otherwise.
- 8.4 Following the storage period as per section 8.3 above, the samples shall be destroyed at the expense of the Client; this applies in particular to samples that are subject to a special type of disposal as per legal regulations.
- 8.5 Samples and/or specimens may be returned to the Client if such has been agreed upon, but only within the storage period and at the Client's expense. Such return shall furthermore be effected to such extent that allows Certagen to retain a sample volume necessary for at least one research activity that may require it to serve as a reference sample.

9. Delivery / turn-around times

- 9.1 Final test results / assessments shall be sent to the Client by mail.
- 9.2 If the Client expressly so desires, test results / assessments may also be made available upfront by fax, e-mail or telephonically.
- 9.3 If the Client expressly so desires, test results / assessments may also be sent to third parties (up to two additional addressees). Transmission of these by e-mail or fax is free of charge; if there are more than two addressees or if reports are to be mailed, the respective costs are for the Client's account.
- 9.4 Dates and deadlines for services to be provided by, and for orders of laboratory test kits from Certagen are only binding if those have been confirmed in writing by Certagen.
- 9.5 Certagen's adherence to these turn-around times depends on the Client cooperating and meeting his or her obligations. This concerns in particular his or her providing suitable sample materials and labeling these properly.
- 9.6 Acts of forces majeure, strikes, lockouts, orders by authorities, general energy and other supply disruptions, disruptions in the transport system, and other disruptions of the operations within Certagen, which are beyond Certagen's sphere of influence, as well as consequences arising from such events, exempt Certagen from providing the contractually agreed service for the duration of the disruption and to the extent of the impairment. Such events entitle Certagen, under exclusion of liability for compensation, to wholly or partly withdraw from the contract, or to render the service after operations have been returned to normal.
- 9.7 A successful analysis requires that the Client submit suitable sample materials. If faulty or unsuitable sample materials are submitted, conducting an analysis may be impossible, or, if Certagen remains unaware of the defect, an analysis may not produce results.
- 9.8 In the event of a submitted sample being unfit for analysis, the Client shall still be liable for paying Certagen as agreed, as long as Certagen is not responsible for the defect in the sample materials.

10. Guarantees in the event of service defects

- 10.1 Certagen works and provides its services according to technological standards that are generally accepted at the time of an order and with the usual care of a business in this sector. If Certagen is liable for a defect, the affected service will be redone, if technically possible, free of charge.
- 10.2 The Client is entitled to a discount or has the right to withdraw from the contract, if the service redone according to 10.1 fails or cannot be provided for other reasons.
- 10.3 The Client must lodge a claim to supplementary performance of a service in writing immediately upon having determined the defect.
- 10.4 Test reagents from Certagen may be used only by qualified staff in the manner intended and only for the purposes specified in the respective product descriptions. The test reagents are to be stored according to the information provided in the respective product descriptions. Functionality of the products is to be verified at regular intervals, especially upon receipt as well as prior to and during their use. If a product comes with an expiry date, it may no longer be used after this date.
- 10.5 If the Client treats or uses the laboratory test kits provided by Certagen improperly in the sense of 10.4 above, Certagen cannot be held responsible for any consequences resulting from such improper treatment or use.
- 10.6 Claims for defects in laboratory test kits necessitate that the Client has strictly observed his or her obligations regarding the testing and establishing of facts as prescribed by German Art. 377 HGB. If the supplied product has proven faulty the Client will be entitled to the legally granted claim for defects as far as no limitations arise from the following. If the Client requests supplementary performance, Certagen shall have the choice between subsequent improvement and replacement of the defective goods. The costs arising from the subsequent improvement or replacement of the defective goods are for Certagen's account. Certagen shall be responsible for damages caused by a faulty product only to the extent specified in Sect. 11 of these T&Cs.
- 10.7 The statutory period of limitation for guarantee claims for laboratory test kits supplied to commercial enterprises is one year from the date of delivery. This shortened period does not apply to claims for damages caused by faulty goods; to these, Sect. 11 of these T&Cs applies.

11. Limitation of liability

- 11.1 Certagen is liable in cases of malicious intent or gross negligence by it or one of its representatives or vicarious aides, as well as in the case of culpable injury to life, body or health pursuant to the legal regulations. Otherwise Certagen is liable under the product liability act only on grounds of a culpable violation of significant contractual obligations, or if Certagen has fraudulently concealed a defect, or has given a guarantee for the goods supplied. A claim for damages arising from the culpable violation of significant contractual terms is limited to the contract-typical foreseeable damage, insofar as none of the scenarios specified in 11.2 apply.
- 11.2 The regulations in Sect. 11.1 apply to all claims for compensation for damages (in particular to compensation for damages besides service and compensation in lieu of service), and regardless of legal grounds, in particular grounds such as defects, the culpable violation of obligations, or improper handling. They apply also to the claim for compensation of fruitless expenses. Liability for delays, however, is determined by Sect. 11.4 of these T&Cs.
- 11.3 The aforementioned terms do not change the burden of proof to the disadvantage of the buyer.
- 11.4 Certagen shall be liable for delays in service in cases of malicious intent or gross negligence, or the gross negligence by Certagen or one of its representatives or vicarious aides, as well as for culpable injury to life, body or health pursuant to the legal regulations. In other cases of delay, Certagen's liability for compensation for damages besides service shall be limited to 100% of the value and for compensation for damages in lieu of service to 100% of the value (including the repayment of fruitless expenses) of the goods supplied or service rendered. Further claims by the Client – even after expiry of a deadline set for Certagen to provide the service – are excluded. These limitations shall not apply to cases of culpable violation of significant contractual terms. A claim for compensation for damages through culpable violation of significant contract terms shall be limited to the contract-typical foreseeable damage, insofar as none of the scenarios specified in 11.1 are in place. The Client's right to withdraw from the contract remains unaffected. The aforementioned terms do not change the burden of proof to the disadvantage of the buyer.

12. Protection of the result of the work / publications

- 12.1 Certagen reserves its proprietary rights to services rendered, such as assessments, certifications and analyses, as far as these are covered by copyrights. The Client may use test results with all tables, computations, and other details only for the purpose for which they are intended in the framework of the contract entered into.
- 12.2 The publication and multiplication of test results, certifications and findings produced by Certagen for advertising and other business purposes, including extracts, require prior written consent by Certagen's Management Board. The same shall apply to the use of Certagen's name in connection with the presentation of test results, certifications and findings to the public and/or third parties.
- 12.3 Certagen reserves the right to use the knowledge, experiences and information obtained from conducting tests for a Client, as well as parts of the sample material submitted, for optimizing and advancing processes as well as for scientific purposes, ensuring to maintain the Client's anonymity.

13. Processing of Client's personal information

13.1 Certagen is entitled to store and process personal or financial information of its Clients, regardless of whether it is made available by the Client or third parties, as long as such will not violate existing (German) data protection legislation.

12. Choice of law

12.1 German law shall apply to the legal relationship of the parties.

13. Place of fulfillment

13.1 Insofar as both parties have not expressly agreed upon otherwise, the headquarters of Certagen shall serve as the place of fulfillment for both contract parties.

14. Place of jurisdiction

14.1 If the Client is a commercial enterprise, the sole place of jurisdiction for all disputes arising from this contractual relationship shall be the headquarters of Certagen in Rheinbach, Germany.

Revocation Form

(If you wish to revoke the contract, please fill in this form and submit it to:)

- *Certagen GmbH, Marie-Curie-Str. 1, 53359 Rheinbach,
Fax: 02226-871604, info@certagen.de
For further questions, contact us at +49-2226-871600*
- *Hereby, I / we (*) revoke the contract entered into by me / us concerning the rendering of the following service / supply of products*
- *Ordered on (*) / received on (*)*
- *Name of the Client / Enterprise*
- *Address of the Client / Enterprise*
- *Signature of the Client / authorized representative of the Enterprise
(only required in the case of notification on paper)*
- *Date*

() Delete as applicable.*