

General Terms and Conditions of CleanControlling Medical GmbH & Co. KG for the execution of biological and chemical laboratory testing.

Sec. 1 Scope of application

- (1) These general terms and conditions (hereinafter: GTCs) of CleanControlling Medical GmbH & Co. KG (hereinafter: we/us) apply to all our services. We will not recognize any terms and conditions of the customer which are contradictory to or which differ from our GTCs, unless we have expressly confirmed in writing that such terms shall apply. Our GTCs are also applicable even if, despite knowledge of conditions of the customer contrary to or differing from our GTCs, the order is executed without prejudice.
- (2) All agreements reached between us and the customer for the purpose of fulfilling this contract shall be incorporated in the written contract documents (order and order confirmation).
- (3) The GTCs shall apply exclusively to entrepreneurs as defined in Section 14 of the German Civil Code (BGB).
- (4) These GTCs also apply to all future business with the customer.

Sec. 2 Order

- (1) By accepting this order, we shall undertake to conduct a bio-chemical test. The scope of performance and the test standard according to which the tests are conducted result from the offer, the order and the order confirmation. In case of doubt, the test standard of the last order shall apply. We hereby undertake to properly perform the service according to the generally recognized state of scientific progress. The tests are generally subject to the standard ISO 17025 or, on request or on agreement, to the GLP basic principles. Special requests must be reported by the customer.
- (2) We shall conduct the commissioned tests with trained employees, selected sub-suppliers and/or technical experts in accordance with the procedure coordinated with the customer.
- (3) Deadlines for carrying out the order are considered to be non-binding if they are not expressly agreed upon as binding. If we fail to meet agreed deadlines, the customer shall set a suitable grace period for us. If the deadline passes without result, the customer is entitled to withdraw from the contract. Up to the point in time of the withdrawal, work performed by us shall be paid proportionately.

Sec. 3 Delivery of Test Objects/Information Requirements of Customer

- (1) The test objects shall be delivered to us via shipment. The customer shall bear the costs and the risk of shipping. Testing and packing shall be carried out in accordance with the Data Test Item Sheet (DTIS) provided to the customer by us. Any instructions by us shall be followed.
- (2) The customer shall be obligated to notify us of all dangers and handling information known to it in writing in advance. If special hazards must be observed for the test objects (e.g., carcinogenic or explosive, etc.), then the customer must mark them conspicuously and expressly mention and visually clearly highlight them in an accompanying letter.
- (3) The customer shall be responsible for all test objects being in a stable condition and that they do not present any danger whatsoever, inasmuch as it has not expressly pointed out a danger of this kind in accordance with Para. (2) beforehand. In addition, the customer guarantees that all information and data which it has sent to us are complete and correct.
- (4) The customer shall be liable for all damage, injuries, etc. which we or our employees incur through failure to observe the duty to provide information and directions, provided these are due to the condition or particular properties of the test object.

Sec. 4 Confidentiality

We obligate ourselves to keep documents, test objects and plans submitted to us for examination and information identified by the customer as confidential as a secret and not to pass them on to third parties without the permission of the customer, unless we are legally obligated to pass on or disclose this information.

Sec. 5 Return or Archiving of Test Objects

- (1) After conducting the test, the test objects shall be returned to the customer.
- (2) The expertise shall be sent and the test objects shall be returned uninsured and at the cost and risk of the customer. We shall choose the type of shipping.
- (3) If the tests are conducted on request by the customer in accordance with the principles of Good Laboratory Practice (GLP), the test objects shall be archived at our plant for a fee.
- (4) On instruction by the customer, test objects shall generally be disposed of free of charge by us after the tests have been completed. Dangerous substances and larger sample quantities are an exception to this. If costs are incurred by us, the customer shall be obligated to provide compensation for the disposal costs.
- (5) The customer is herewith informed that the test objects may be damaged or destroyed when conducting the tests, archiving and shipping, and can then no longer be used for the intended purpose.

Sec. 6 Terms of Payment

The agreed payment shall be due 14 days after presentation of the invoice without discount. In case of a delay in payment, the legal provisions shall apply.

Sec. 7 Warranty

- (1) We provide our services to the best of our knowledge and belief and according to the generally accepted state of scientific knowledge at the time of order placement and to the care customary in the industry. Nevertheless, despite careful working methods, both random events (testing disturbances) and systematic variables can affect the test results. The occurrence of these kinds of events cannot be excluded, nor can they be quantitatively reproduced. Should in exceptional cases our services nevertheless be faulty, then the customer shall provide us with an opportunity to perform those services again. If necessary, the customer shall provide a new sample at our headquarters. Additional claims may not be asserted until the further performance of services has ultimately failed.
- (2) If the second performance of services also fails, then the customer shall have the right to reduce the price by a suitable amount. If our services are completely unsuitable, we shall return the payment agreed upon to the customer.
- (3) No additional warranty claims shall be accepted.

Sec. 8 Liability

- (1) We are liable under the statutory provisions, providing the customer makes a claim for damages based on our intentional or negligent conduct, including that of our agents and legal representatives and when our conduct leads to loss of life, physical injury or damage to health.
- (2) We are also liable for damages resulting from an intentional or grossly negligent violation of the customer's assets or property by us, our legal representatives or agents.
- (3) Finally, we assume liability for contractually typical, foreseeable damage caused through the negligent violation of the customer's assets or property by us, our legal representatives or agents, providing that we fail to meet a duty assigned to us, the fulfillment of which is crucial for the execution of this contract (so-called "cardinal duty").
- (4) Any further liability, especially for loss of profit or for subsequent damage, is excluded, except in cases of intent or gross negligence.
- (5) Our liability in tort is also limited or excluded in accordance with the stipulations of Paragraphs (1) to (3). Claims under the German Product Liability Act concerning physical injury or damage to health remain unaffected by the limitation of liability.
- (6) The limitations of liability shall also apply, inasmuch as the customer demands the compensation of futile expenditure instead of claiming compensation for damage.

Sec. 9 Choice of Law

The contractual relationship shall be subject to the substantive law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Sec. 10 Place of Performance and Jurisdiction

- (1) Place of performance is the headquarters of CleanControlling Medical GmbH & Co. KG, Emmingen-Liptingen, Germany.
- (2) The place of jurisdiction for all claims of both contract partners against entrepreneurs, legal entities incorporated under public law or public-law special funds is our headquarters. However, we shall also be entitled to take action at the general legal venue of the customer.

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