

Standard Terms and Conditions

1. Area of Application

1.1 All Orders accepted by Eurofins Biopharma Product Testing Ireland Limited; or any of its subsidiaries or affiliates (collectively, "Eurofins") will be governed by these General Terms of Service (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing. A contract with these Terms and Conditions comes into being when an order that has been placed with Eurofins is accepted by Eurofins. An order placed with Eurofins is considered as accepted by Eurofins when (a) Eurofins proceeds to fulfil that order, without need for any written confirmation from Eurofins, (b) Eurofins receives a sample with written confirmation or (c) Eurofins accepts the order in writing. By ordering any of Eurofins' products or services, a customer accepts that the order is bound by these Terms and Conditions.

1.2 Unless otherwise indicated, Eurofins is hereby authorized to subcontract any or all services or products requested by a customer to any of its affiliates. Accordingly, these Terms and Conditions shall apply to any services performed pursuant to such order and such affiliate shall enjoy the same rights, and be subject to the same obligations hereunder as Eurofins. In no event shall Eurofins be liable for any obligations of an affiliate under these Terms and Conditions, and customer shall look exclusively to such affiliate in relation to any rights or remedies it may have under these Terms and Conditions with respect to such order or subcontracted services.

1.3 This Terms and Conditions supersedes and replaces all prior verbal or written price quotations and Terms and Conditions between the parties. No officer (other than the President of Eurofins, Regional Managing Director or designee), employee, agent or subcontractor of Eurofins has the authority to alter or waive any of this Terms and Conditions or to make any representation which conflicts with or purports to override any of this Terms and Conditions; and no such alteration, waiver or representation shall be binding upon Eurofins, unless it is in writing and signed by the President of Eurofins, Regional Managing Director or designee.

2. Services

Eurofins shall perform the development services in connection with clinical, process development and commercial production/release & stability activities of Customer as described in this Terms and Conditions ("Services") at Eurofins' GMP facility at IDA Industrial estate, Clogherane, Co. Waterford, X35 T628, Dungarvan, Co. Waterford, Ireland ("Facility"). The Customer is responsible for providing the necessary materials identified herein prior to Eurofins' initiation of any Services.

3. Placement of Order

3.1 Unless specifically accepted in writing and signed by the President, Regional Managing Director or designee of Eurofins any terms proposed or submitted by a Customer at any time (including, but not limited to, terms or provisions in the Customer's purchase order, instructions or other document) which differ from this Terms and Conditions are rejected as a material alteration of this Terms and Conditions and shall be of no force or effect. Furthermore, this Terms and Conditions or any special terms or conditions hereof, including special pricing, do not apply to any prior or subsequent orders or Terms and Conditions entered into between Eurofins and the Customer. This Terms and Conditions is treated as a separate contract between the parties.

3.2 Where Eurofins agrees to provide the Customer with dedicated staff at its premises on a "Full Time Equivalent" (FTE) basis, Eurofins reserves the right to apply a reservation fee of twenty five percent (25%) for such staff. Where four (4) or more staff are committed, a 25% reservation fee will automatically take effect. On commencement of work, this reservation fee will be credited to the Customer against work to be performed and deducted on a per month basis against the study specific Customer invoices in equal parts over the duration of the contract. In the event of cancellation prior to the study commencement date, this reservation fee will be non-refundable.

4. Price and Terms of Payment

4.1 Unless otherwise stated in this Terms and Conditions, Eurofins' prices apply "ex works", excluding special materials, kits, references and compendia standards, which are charged separately. Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the Customer.

4.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the Customer. Applicable taxes are those in force at the date of invoicing.

4.3 Eurofins is entitled to charge management and administrative fees of up to fifty Euro (€50.00) in connection with rectification of incomplete paperwork on a per-shipment basis; associated with services under this Terms and Conditions. A request for additional services on samples under this Terms and Conditions that have entered the laboratory will be treated as an amendment to this Terms and Conditions and may postpone estimated delivery date accordingly.

4.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the Customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

4.5 Unless specifically agreed otherwise by Eurofins in this Terms and Conditions, payment of all invoices is due strictly within thirty (30) days of the invoice date. Any dispute about invoices must be raised within thirty (30) days of the invoice date. The challenge of an analytical result will not entitle a Customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with a minimum administrative penalty of Fifty Euro (€50.00) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower. Invoices that remain unpaid for greater than 30 days past due date will be permanently excluded from consideration in the any applicable discount plan.

4.6 Eurofins is entitled to impose a minimum invoice charge of two hundred and fifty Euro (€250.00). Eurofins has the right to charge an administrative fee of at least Euro (€50.00) to re-issue an invoice.

4.7 The invoice settlement method is bank transfer. Any other method of payment must receive prior Terms and Conditions from Eurofins. The Customer undertakes to provide bank account details.

4.8 Depending on order size and/or Customer credit score, Eurofins is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.

4.9 All reasonable costs associated with Eurofins' compliance with any official requests for information or documents of any purpose relating to Services performed by Eurofins under this Terms and Conditions, including, but not limited to, meetings outside the Facility, additional documentation not documented in the work order, data re-calculation and report formatting shall be paid by the Customer. The Customer shall be responsible for all such costs including, but not limited to, hourly charge for persons responding to requests, travel, lodging, mileage, attorney's preparation of any person called to testify and associated fees and all other reasonable expenses associated with any such requests.

5. Duties of Customer in Delivering Samples or Materials

5.1 Unless otherwise agreed in writing by the Parties to the Customer is responsible for the proper delivery of samples to Eurofins and transportation costs and packaging of samples are fully charged to the Customer. In any case, Eurofins assumes no responsibility for any loss or damage of samples occurred during transport. The Customer shall be responsible at all times for the safe, appropriate packaging and insurance of samples during transport.

5.2 Unless otherwise agreed in writing by the Parties, samples return costs are fully charged to the customer. In any case, Eurofins assumes no responsibility for any loss or damage of the samples occurred during transport.

5.3. Samples received by Eurofins without a regular purchase order for their analysis will be disposed of by Eurofins within one month after receiving them and related costs charged to the Customer.

5.4. Unless otherwise agreed in writing by the Parties, the costs related to customs clearance/import into Ireland and/or European Community are the complete responsibility of the Customer. A €100.00 fee as reimbursement for administrative expenses of the management of customs clearance documentation will be applied. Alternatively, the Customer can deal directly with a nominated customs clearance agent, for all transactions (including costs). The sample consignment should have "Delivered Duty Paid (DDP)" clearly stated as the Incoterms. The Customer bears all responsibility for correctly labelling samples from a taxation point of view.

5.5 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. Eurofins is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The Customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause. Eurofins is entitled to impose an additional charge for the preparation of samples that are not supplied according to Eurofins guidelines. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the Customer or are degraded – Eurofins shall be entitled to terminate or interrupt the order and the Customer shall bear costs incurred by Eurofins to that point.

5.6 The Customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins premises, instruments, personnel or representatives. It is the Customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform Eurofins personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to Eurofins premises, instruments, personnel and representatives related to the contamination. The Customer shall be responsible for, and indemnifies Eurofins against, all costs, damages, liabilities and injuries that may be caused to or incurred by Eurofins or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the Customer's sample or by sampling site conditions. The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At Eurofins' request, the Customer must provide Eurofins with the information required to ensure safe handling, disposal and testing of the sample.

5.7 The Customer must ensure, and hereby warrants, that no sample will be dispatched to Eurofins, in the absence of (a) completed Eurofins Sample Submission Form (SSF) outlining the testing requested, (b) a signed quotation indicating acceptance of the testing request and (c) a current, valid & signed purchase order covering the testing request. No sample will be logged into Eurofins testing systems in the absence of all documentation described in this. Eurofins reserve the right to charge €100 euro for follow up on any sample consignment that does not comply with this requirement.

6. Property Rights on Sample Material and Sample Storage

6.1 Eurofins can dispose of or destroy samples 1 month after the analysis has been performed, unless Eurofins and the Customer have agreed in writing on the terms of Eurofins' retention of the sample. Eurofins also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at Customer's cost, should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the Customer requests the return of unneeded or surplus sample material, Eurofins will return them to the Customer, at the Customer's cost and risk.

7. Delivery Dates, Turnaround Time

7.1 Due to the uncertainty of the delivery of samples according to the necessary timelines, the availability of critical reagents to conduct the studies and other unforeseeable events, the delivery dates and turnaround times provided by Eurofins to the Customer are best estimates and do not constitute a commitment by Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet the agreed upon project deadlines. Notwithstanding, specific turnaround time guarantees may be implemented by Eurofins for specific services.

7.2 Results are issued through Eurofins propriety Web Portal, Labaccess, to the attention of the persons indicated by the Customer

in the order, promptly after the analysis is completed. Additional charges will be made for the provision of a hard copy of the results or uploading to the Customers proprietary computer systems.

8. Transfer of Property

8.1 Title in any analysis results, products, equipment, software or similar supplied by Eurofins to the Customer will remain with Eurofins until all invoices in respect thereof have been paid by the Customer in full, and until such full payment, the Customer shall have no property rights or other rights to use them. In addition, even if Eurofins has accepted and begun to fulfil an order, Eurofins has the right at any time to stop processing that order and to stop doing any work for a Customer if that Customer is late in paying any amount due to Eurofins, whether for that or any other order.

8.2. Eurofins will retain electronic copies of all written and recorded information produced from any Services, including but not limited to laboratory notebooks, descriptions, methods and procedures for a period of 10 years following completion of the Services. After this time period, Eurofins may destroy any records pertaining to completed Services, arrange for return to the Client or arrange for external storage of the information for an additional fee. The Client will be responsible for arrangement of any additional insurance cover for such returns/storage.

9. Limited Warranties and Responsibilities

9.1 Orders are handled in the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but Eurofins cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the final report or completion of study, if the acknowledgement of the order does not specifically state otherwise. In all cases, the Customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by Eurofins, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

9.2 Each analytical report or Certificate of Analysis (CoA) relates exclusively to the sample analyzed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the Customer has not followed Eurofins recommendations, Eurofins shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

9.3 The Customer is responsible for the proper delivery of samples sent to Eurofins for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by Eurofins, Eurofins accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The Customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of Eurofins. Eurofins will use commercially reasonable care in handling and storing samples, but Eurofins shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

9.4 The Customer warrants and represents to Eurofins that all samples sent to Eurofins for analysis are safe and in a stable condition and undertakes to indemnify Eurofins for any losses, injuries, claims and costs which Eurofins, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the Customer may have given an indication on the sample or any order form of any perceived problem with the sample. The Customer must always inform Eurofins in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

9.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the Customer and Eurofins. There shall be no third party beneficiary or collateral warranty relating to any order and the Customer shall indemnify and hold Eurofins harmless from and against any and all third party claims in any way relating to the Customer or to the order by the Customer.

10. Limitation of Liability

10.1. Except to the extent that such limitations are not permitted or void under applicable law: (a) Eurofins (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all Eurofins partners and affiliates, the "Eurofins Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Eurofins Indemnifying Party's wilful misconduct in connection with the performance of this Terms and Conditions and then, only if Eurofins has received written notice thereof not later than six (6) months after the date of the Customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the Eurofins Indemnifying Parties' liability per claim or series of related claims, and the Customer's exclusive remedy, with respect to Eurofins' services which fall under this Terms and Conditions, shall be limited to the lesser of:

(i) the direct and immediate loss or damage caused by the Eurofins Indemnifying Party's wilful misconduct in connection with the performance of the Services and

(ii) ten times the amount Eurofins actually received from the customer in relation to the order up to fifty thousand euro (€50,000).

10.2 The Eurofins Indemnifying Parties shall not be liable for any of the following: (i) loss of business profits; or (ii) depletion of goodwill or other similar losses; or (iii) loss of business opportunities; or (iv) loss of contracts; or (v) loss of revenue; or (vi) loss of anticipated savings; or (vii) loss of or damage to data; or (viii) for any special indirect or consequential losses, costs, charges, expenses or damages incurred by the customer or by any third party. However, the Eurofins Indemnifying Parties only exclude and limit their liability as permitted by applicable law. The Eurofins Indemnifying Parties do not exclude or limit their liability for death or personal injury caused by their negligence, for their fraudulent misrepresentation or for breach of implied terms under any applicable statute regarding Eurofins' right to transfer good title (subject at all times to clause). There shall be no third party beneficiary or collateral warranty relating to any order and the Customer shall indemnify and hold Eurofins harmless from and

against any and all third party claims in any way relating to the Customer or by the Customer.

10.3 It is a condition of Eurofins' acceptance of an order that the Customer indemnifies the Eurofins Indemnifying Parties for any losses, injuries, claims and costs which the Eurofins Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to this Terms and Conditions except to the extent that the Eurofins Indemnifying Parties are required to bear them according to this Terms and Conditions, and by placing an order the Customer agrees to provide that indemnification.

11. Repeated Analysis

Objections to test results should be made within ten (10) business days after the Customer receives the final results. If the test results warrant repeat of the test, then the Customer must formally document such request in writing which must be agreed to by Eurofins before repeated analysis will be conducted. The cost incurred for the repeated analysis will be documented in a task order or other appropriate contract before the work will be conducted. Furthermore, a repeated analysis will be possible only if Eurofins has a sufficient amount of the original sample on hand when it receives the Customer's objection. In the absence of error attributable to services, materials or software provided by Eurofins, the Customer will be required to pay all costs, including but not limited to consultation, sampling, transportation, analytical and disposal costs for the repeat analysis.

12. Term, Termination and Amendment

No addition to or modification of this Terms and Conditions shall be effective unless made in writing and signed by authorized representatives of both parties. This Terms and Conditions shall commence on the Effective Date and shall continue until the Services have been completed. Eurofins or the Customer may terminate this Terms and Conditions upon thirty (30) days written notice to the other Party for any reason. Where Eurofins agrees to provide the Customer with dedicated staff at its premises on a "Full Time Equivalent" (FTE) basis, Eurofins or the Customer may modify the FTE numbers or terminate this Terms and Conditions upon sixty (60) days written notice to the other Party for any reason for teams not exceeding ten (10) people and ninety (90) days for ten or more (10+) people. If the Customer exercises this early termination right, the Customer agrees that Eurofins will be paid for all Services actually performed up to the date of termination. If Eurofins exercises this early termination right, then it will refund any monies prepaid to it for the Services not yet rendered.

13. Force Majeure

Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond Eurofins' reasonable control, or which result from compliance with governmental requests, laws and regulations.

14. Confidentiality, Intellectual Property & Processing of Customer Data

14.1 Eurofins shall use commercially reasonable efforts to keep data sent by the Customer or on the Customer's behalf by a third party, confidential in compliance with applicable law.

14.2 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to Eurofins' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

14.3 Analysis results are prepared and supplied for the use of the Customer. The Customer is required to maintain secrecy concerning all services provided by Eurofins and their results as well as the composition of products and software delivered by Eurofins. Analysis results are not to be publicly disclosed or exploited without the prior written consent of Eurofins. Even if such written consent is given by Eurofins, the Customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the Eurofins Indemnified Parties against any liability which the Eurofins Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

14.4 Eurofins will acquire no rights of any kind whatsoever with respect to any information, know-how, materials and/or compounds ("Customer Materials") provided by the Customer to Eurofins under the terms of this Terms and Conditions. In consideration of the fees paid to Eurofins for the Services, the Customer shall own all rights in any results, including any reports, generated by Eurofins that are derived from the Services. The Customer acknowledges that Eurofins owns, licenses or controls pre-existing intellectual property such as standard operating procedures, screening protocols, testing materials and laboratory methodologies that are used by Eurofins to perform the Services and not developed solely for or provided by the Customer ("Eurofins Intellectual Property"). Eurofins may, whether alone or in conjunction with third parties, develop improvements, processes and methods that improve Eurofins Intellectual Property which can be used by Eurofins at any time without disclosing the Customer's confidential information or Customer Materials ("Improvements"). Eurofins shall own all such Improvements.

15. Disclaimer and Miscellaneous

15.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EUROFINS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EUROFINS CONTAINED IN THIS TERMS AND CONDITIONS ARE EXCLUSIVE.

15.2 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of this Terms and Conditions, all other parts shall still apply to the greatest extent possible.

15.3 Failure by either Eurofins or the Customer to exercise the rights under this Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

15.4. Eurofins certifies that it has not been debarred under sections 306(a) and (b) of the Federal Food, Drug and Cosmetic Act.

15.5 Neither Party shall assign or subcontract its rights or obligations under this Terms and Conditions, in whole or in part, or any interest therein, without prior, written consent of the other Party provided however, that such consent shall not be unreasonably withheld, conditioned or delayed. Subject to the forgoing, this Terms and Conditions shall be binding upon and inure to the benefit of the successors in interest of Eurofins and the Customer.

16. Governing Law/Jurisdiction

16.1 The construction, validity and performance of this Terms and Conditions shall be governed by governed by the laws and the commercial courts of Republic of Ireland, which shall have exclusive jurisdiction.