General Terms of Sale and Delivery of TIB MOLBIOL Syntheselabor GmbH

(hereinafter referred to as "TIB")

As of: June 5th, 2026

1. General – Scope

1.1 The General Terms of Sale and Delivery listed below apply to all sales of TIB's products and services, unless otherwise provided for in these terms, other terms are provided for in the text of the order confirmation or a different agreement has been reached in an individual agreement between the parties. In addition, any delivery in cross-border trade is made CPT to the designated place of destination in accordance with the Incoterms® of the International Chamber of Commerce in Paris, as applicable at the time when the supplies and services are being provided.

1.2 Any of the Buyer's general terms of business which contradict or deviate from these terms are hereby explicitly objected to. They will not become part of the contract unless TIB consents to their applicability expressly and in writing on an individual basis.

1.3 These General Terms of Sale and Delivery also apply if TIB makes delivery without reservation despite being aware of terms and conditions of the Buyer which contradict or deviate from these terms.

1.4 All agreements concluded between TIB and the Buyer for the execution of the sale of goods must be made in writing. This also applies to any waiver of this requirement of written form.

2. Prices, Ordered Quantities and Delivery Dates

2.1 All deliveries and purchase prices are ex works. All prices are net plus statutory VAT.

2.2 All listed prices (including any discounts) and other conditions stated in catalogues, brochures and price lists merely reflect the status on their date of issue. Orders placed by the Buyer are subject to the prices and conditions valid on the day the order is received by TIB. TIB will notify the Buyer of the relevant prices and conditions currently applicable.

2.3 Orders may be placed by e-mail or through the webshop.

2.4 There are no fixed delivery deadlines. Delivery dates are non-binding. They only become binding if they are confirmed by TIB in writing.

2.5 TIB's deliveries are subject to correct and timely delivery from its suppliers.

3. Packaging and Shipment

3.1 TIB reserves the right to select the mode of shipment. TIB charges a flat-rate shipping fee per customer order, the amount of which is communicated to the Buyer during the ordering process.

3.2 TIB will take back sales and transport packaging for proper recycling and disposal in accordance with the statutory obligations under the German Packaging Act (*Verpackungsgesetz* – VerpackG). Packaging can be returned completely empty to TIB MOLBIOL Syntheselabor GmbH, Eresburgstraße 22-23, 12103 Berlin, Germany. Buyer bears the costs of the return shipment.

4. Restrictions of use

4.1 Goods and services supplied by TIB may contain products the use of which by the Buyer is restricted due to patent or license restrictions. Details of such restrictions can be found in the respective catalogue, the respective package insert or, if applicable, on the TIB website. They can further be requested from TIB by the Buyer prior or subsequent to the conclusion of the contract.

4.2 If required by applicable medical device regulations to which the use of the products is subject, the products may be operated or used exclusively in accordance with the intended use, specifications and field of use as defined in the offer, the package insert and the operator manual ("Intended Use"). The products may neither be altered nor combined with other products/parts contrary to their Intended Use. The Intended Use also comprises the labeling for Research Use Only and for General Laboratory Use. The Buyer is responsible for any changes made to the products after purchase. TIB does not assume any liability towards the Buyer or ensure any legal or regulatory compliance concerning products which were operated or used and / or altered and / or combined with other products / parts.

5. Risk of Loss

Upon dispatch (including freight-free delivery), the risk of perishing, loss or damage of the goods is transferred to the Buyer upon handing over to the person charged with their consignment, and in the event of default on the part of the Buyer (*Annahmeverzug*) not later than upon occurrence of the default.

6. Force Majeure, Contractual Obstacles

Force majeure of all kinds, unforeseeable disruptions to operations, transport or dispatch, fire damage, flooding, unforeseeable shortages of power/energy, raw materials or auxiliary materials, strikes, lock-outs, epidemics, pandemics, war, official orders and other obstacles not attributable to the party obliged to perform which delay or prevent manufacture, shipment, delivery or acceptance or render them unreasonable shall exonerate the party affected from its obligation to make delivery or acceptance for the duration and to the extent of the disruption. This also applies if such circumstances occur with regard to suppliers. The party obliged to perform is not responsible for the above-mentioned circumstances even if they occur during an already existing default. If delivery or acceptance is delayed by more than 8 weeks as a result of the disruption, both parties are entitled to withdraw from the contract and no claims for damages exist in this respect.

7. Notification of Defects and Claims Based on Defects

7.1 TIB and the Buyer will perform their contractual duties with the diligence of a prudent businessman. The Buyer must inspect incoming goods carefully regarding quantity, quality and defects immediately upon receipt. He must notify TIB of obvious defects in writing at the address TIB MOLBIOL Syntheselabor GmbH, Eresburgstrasse 22-23, 12103 Berlin, without undue delay, but no later than within 10 calendar days of receipt of the goods, stating the invoice number and invoice date. Notification of hidden defects must also be given without undue delay, i.e. no later than within 10 calendar days of discovery of the defect.

7.2 To enable verification of the complaint, at TIB's request the Buyer must either send TIB documentary evidence, such as bills of delivery and packing slips in the original or as a copy, and make notification of any markings on the packaging, or send the goods back to TIB for professional rectification of the defects.

7.3 If a notification of defects is justified, given timely and in the proper manner, TIB will be liable for defects for a period of 12 months beginning with the delivery of the new or used products. In its notification of defects, the Buyer shall provide for a description of the defect such as to enable TIB to verify the defect.

7.4 If defective goods are delivered, TIB in its own discretion may either rectify the defects or make a replacement delivery (subsequent fulfillment). TIB is entitled to repeat the subsequent fulfillment if it has failed. TIB may refuse to perform subsequent fulfillment if it involves unreasonable costs for TIB.

7.5 Claims of the Buyer due to defects are excluded in the case of non-material quality defects. A non-material quality defect is deemed to exist, in particular, if the value of the goods or their suitability for normal use is only reduced to an insignificant extent.

7.6 If subsequent fulfillment has failed, is refused, is unreasonable or if the Buyer has set TIB an appropriate deadline for subsequent fulfillment which has not been met or if no setting of a deadline is required, the Buyer is entitled to demand a reduction of the purchase price or to withdraw from the contract. The right to demand compensation or indemnification for futile expenses shall remain unaffected.

8. Withdrawal and Compensation in Lieu of Performance

8.1 If TIB fails to effect a due performance or if the performance is not in accordance with the contract ("Breach of Contract"), the Buyer is only entitled to withdraw from the contract or to claim damages in lieu of performance, if

a) the Breach of Contract by TIB is not insignificant,
b) it has requested TIB in writing to effect the performance within an appropriate period of at least 14 days, and
c) TIB has not effected performance within this set period.

8.2 This Section 8 does not affect any statutory regulations on

a) cases where the setting of a deadline is not required (e.g. if the debtor seriously and finally refuses performance; if special circumstances justifying an immediate assertion exist; in the case of fixed-date transactions; if the debtor is not obliged to perform due to impossibility or inability and the creditor is therefore entitled to withdraw from the contract; Sections 323 para. 2, 326 para. 5, 281 para. 2 German Civil Code (*Bürgerliches Gesetzbuch* – BGB));
b) cases where, due to the nature of the Breach of Contract, a warning is required instead of setting a deadline (Sections 323 para. 3, 281 para. 3 BGB);
c) cases where withdrawal is permissible even before the due date (Section 323 para. 4 BGB);
d) cases where, despite partial performance provided, withdrawal from the entire performance is permissible (Section 323 para. 5 BGB);
e) cases where withdrawal is excluded (Section 323 para. 6 BGB);
f) cases where the claim for performance is excluded due to claims for damages (Section 281 para. 4 BGB); and
g) the debtor's right to claim the return of the performance already provided in case that damages in lieu of performance are claimed (Section 281 para. 5 BGB).

When setting deadlines, it is of particular importance that the due performance for which the deadline is being set be described in detail (qualified setting of deadline).

8.3 In the event that TIB has failed to perform within the deadline set by the Buyer or if the performance effected is not in accordance with the terms of contract,

TIB may set an appropriate deadline by which the Buyer must declare whether it continues to insist on the performance being effected. TIB is not obliged to effect the performance until the Buyer has made a decision.

9. Liability

9.1 TIB's liability – irrespective of the legal ground – shall be limited to cases where the damage was caused by slightly negligent infringement of an essential contractual obligation or by gross negligence or intent on the part of TIB.

9.2 If TIB is liable for an infringement of an essential contractual obligation without the existence of gross negligence or intent, such liability shall be limited to the extent of damage which TIB could typically expect to arise at the time the contract was concluded on the basis of the circumstances of which it was aware at that point in time.

9.3 Damage claims under the German Product Liability Act (*Produkthaftungsgesetz*) and the German Pharmaceuticals Act (*Arzneimittelgesetz*) and those based on the injury of life, limb and health or the assumption of a guarantee shall remain unaffected.

9.4 To the extent that the liability of TIB is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

9.5 TIB shall not be liable for the consequences of improper alteration or handling of the goods.

10. Invoicing and Payment

10.1 Invoices are sent to the Buyer electronically in a standardized data format (currently: PDF invoice). Alternatively, it is also possible to send an invoice in paper form. TIB reserves the right to invoice the Buyer for any additional expenses incurred as a result.

10.2 Payment must be made within 20 calendar days from the invoice date, unless other terms of payment (e.g. advance payment) are agreed in individual cases.

10.3 TIB reserves the right to use payments to settle the oldest receivables due, plus default interest and costs accrued thereon; this will be done in the order of costs, interest, and receivable.

10.4 The Buyer can only offset against claims of TIB by means of a written declaration vis-à-vis TIB if its counterclaim is uncontested or a non-appealable title has been obtained.

10.5 The assertion of a right of retention based on counterclaims which have neither been acknowledged nor for which a non-appealable title exists shall be excluded to the extent these claims do not arise from the same contractual relationship.

10.6 TIB has the right to refuse performance if, after conclusion of the contract, it becomes apparent that its claim for payment for the delivery is jeopardized by the Buyer's inability to pay. This right to refuse performance shall cease once payment has been made or the Buyer provides appropriate collateral. TIB has the right to set the Buyer an appropriate deadline within which the Buyer must either make payment concurrently against delivery or provide collateral for the delivery. After unsuccessful expiry of the deadline, TIB has the right to withdraw from the contract. In addition, in the above-mentioned event of a deterioration of the Buyer's assets, TIB has the right to deliver goods only on the basis of advance payment or the provision of appropriate collateral.

11. Default of Payment

11.1 If the Buyer is in default with a payment or if there is a significant deterioration in the financial circumstances of the debtor, all outstanding claims, including any deferred claims of TIB against the Buyer, shall become due for immediate payment.

11.2 If the Buyer is in default with a payment or exceeds the payment term granted in the case of a mutual commercial transaction, interest shall be due at a rate of nine percentage points above the currently applicable base interest rate. TIB reserves the right to claim compensation for further damages.

12. Retention of Title

12.1 TIB retains title to the goods delivered until all payments resulting from the business relation with the Buyer have been received. The reservation of title of TIB also extends to the new products created through the processing of the goods subject to the retention of title. The goods are processed on behalf of TIB as the manufacturer. In the event of processing, combining or mixing with items not belonging to TIB, TIB will acquire co-ownership at the ratio of the invoice value of its goods subject to retention of title to the invoice values of the other materials.

12.2 The retention of title will remain in effect even if the relevant claim(s) of TIB is (are) included in a current account and the balance has been drawn and recognized.

12.3 If the Buyer is in breach of contract, especially in case of default of payment, TIB is entitled to withdraw from the contract and take back the goods. The attachment of the goods subject to retention of title by TIB always means the declaration of withdrawal from the contract.

12.4 The Buyer must treat the goods subject to retention of title with due care. He is obliged to insure the goods subject to retention of title sufficiently at its own expense against fire, water damage and theft at replacement value and hereby already assigns its claims for compensation under these insurance contracts to TIB.

12.5 In the event of attachments or other interventions by third parties, the Buyer must inform TIB in writing without undue delay to enable TIB to bring a third-party action (*Drittwiderspruchsklage*) in accordance with Section 771 ZPO (*Zivilprozessordnung* – German Code of Civil Procedure). To the extent that the third party is not in a position to reimburse TIB for the costs – in and out of court – of an action pursuant to Section 771 ZPO, the Buyer will be liable for any loss incurred by TIB.

12.6 The Buyer is entitled to resell the goods in the ordinary course of business; however, it hereby already assigns to TIB all claims in the amount of the invoice value (including VAT) from the sale of the goods, including bills of exchange and cheques, to secure the respective claims. If goods are sold in which TIB has co-ownership rights, the assignment is limited to the share of the claim corresponding to its co-ownership share. The Buyer remains entitled to collect these claims also after the assignment. This does not affect TIB's entitlement to collect the claim itself. However, TIB is obliged not to collect the claim as long as the Buyer meets its payment obligations towards TIB, does not fall in default of payment and, in particular, no application for the institution of insolvency proceedings has been made. If this is the case, TIB is entitled to demand that the Buyer disclose the assigned claims and their respective debtors, provide all information required for the collection of the claims, hand over the related documentation and notify the third party of the assignment.

12.7 If as per the agreement made the delivery item is delivered to a destination outside the Federal Republic of Germany or is taken to such a destination by the Buyer, the following shall apply with priority to Sections 12.1 to 12.6: The Buyer undertakes that TIB's retention of title will be effectively protected in the country in which the delivery item is located or to which it is to be transported. To the extent specific actions (e.g. special labeling of the delivery item or any local registration) are required for this purpose, the Buyer is obliged to carry out such actions for the benefit of TIB. If any co-operation by TIB is necessary, the Buyer shall inform TIB of this without undue delay. In addition, the Buyer informs TIB of any material circumstances that are of relevance in the context of the widest possible protection of TIB's ownership rights. In particular, it will provide TIB with all documents and information necessary to enforce these ownership rights. If under the jurisdiction at the place where the delivery item is located a retention of title cannot be effectively agreed, the provisions of this Section 12.7 apply accordingly to the creation of a legal position of TIB that protects its interests and claims in an equally effective or otherwise suitable manner, to the extent this is legally possible.

13. Resale and Provision

13.1 When reselling or providing the goods, the Buyer is obliged in its own responsibility to comply with the German Act Against Unfair Competition (*Gesetz gegen den unlauteren Wettbewerb*) and, if applicable, medical product regulations.

13.2 Without the prior express written consent of TIB, it is not permissible to utilize any of TIB's protected trademarks for goods manufactured by third parties or for processed original goods.

13.3 The Buyer is also obliged to sell or provide the delivered goods only in their entirety (i.e. including packaging, insert, operating manuals, warning instructions, etc.).

13.4 The Buyer is advised that goods or delivery items (and any know-how contained therein) may be subject to export or import control regulations. Each contracting party is responsible for complying with the relevant export and import control regulations. The Buyer is further advised that U.S. export control law also applies to goods or delivery items, or parts thereof, of US origin. This may be the case even if the contract has no other connection to the USA.

14. Services and Intellectual Property Rights

14.1 TIB provides services in the field of in-silico design of primers and probes as well as assay development. These services may result in the generation of primer and probe sequences, modifications, or customized PCR assays, which will be invoiced at the agreed price. TIB shall remain the exclusive owner of all intellectual property rights arising from or in connection with these services. TIB is entitled, at its sole discretion and expense, to file corresponding patent applications.

14.2 TIB expressly reserves the right to sell the primers and probes developed within the scope of the services, as well as to share the associated sequence information with third parties without prior notice. The Buyer is permitted to use the primers and probes exclusively for its own applications in its own laboratory (e.g., for research projects, the manufacture of in-house medical devices, or laboratory tests). Any use beyond this scope, in particular the development and commercialization of products (e.g. PCR kits), is strictly prohibited.

14.3 TIB shall assess the feasibility of specific service requests and reserves the right to accept or reject any such request. In performing the services, TIB only warrants the application of appropriate professional expertise during the design process. Any warranty regarding the specific functionality of the result is expressly disclaimed. Furthermore, TIB assumes no responsibility or liability for ensuring that assays based on the designs provided are free from third-party intellectual property rights.

15. Confidentiality

The contracting parties undertake to treat as strictly confidential all information becoming available to them in connection with this contract or otherwise in connection with the business relationship which is designated as confidential or identifiable due to other circumstances as trade or business secrets and neither to record nor to utilize it in any manner – except to the extent this is required for the achievement of the purpose of the contract. If confidential information is required to be disclosed pursuant to a decision or order of a governmental

authority, a court or pursuant to mandatory statutory or regulatory provisions, the other party shall be informed thereof in writing and without undue delay to the extent permissible; furthermore, the party obliged to disclose shall use its best efforts to ensure that the confidential information is treated confidentially by the body concerned.

16. Foreign Trade

The Parties agree that all products delivered under this contract may be subject to foreign trade controls. The Buyer shall strictly comply with all applicable national and U. S. laws and regulations for the control of import, export/ re-export, transfer, brokering and transit. Prior to any delivery of products, the Buyer shall guarantee, in particular, that all necessary import and/or export licenses are obtained as may be required throughout the duration of this contract.

17. Place of Performance, Place of Jurisdiction, Applicable Law, Miscellaneous

17.1 The place of performance is Berlin.

17.2 The exclusive place of jurisdiction for all disputes between the parties arising from or in connection with this contract or their business relations is Berlin.

17.3 The legal relationships of the parties arising from or in connection with this contract are subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply.

17.4 Should any of the individual provisions of this contract be or become invalid or void, in whole or in part, this does not affect the validity of the remaining provisions. Such invalid or void provisions shall be replaced by a legally effective regulation which comes closest to the economic purpose of the invalid or void provisions. The same applies in the event of any gap.

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