

## MolGen B.V.

### General Terms and Conditions of Sales & Delivery 2022

#### 1 Definitions

- 1.1 Agreement: The duly executed agreement between the Customer and MolGen, including any duly executed changes agreed after the agreement has come into force.
- 1.2 Customer: The party to whom MolGen have sent a Proposal or quoted a price, to whom the Deliverables are provided, and/or with whom MolGen has entered into an agreement.
- 1.3 Defect: A defect exists if the Deliverables from MolGen are incomplete and/or do not meet the specifications and/or do not have the characteristic(s) explicitly confirmed to the Customer in Writing by MolGen prior to or at the time of the establishment of the Agreement.
- 1.4 Deliverables: The services, Work Products or goods delivered by MolGen based on the Agreement.
- 1.5 Documentation: Brochures, product information, manufacturing drawings, instructions, test certificates, catalogues, price lists, folders and all information provided by MolGen as part of a Proposal or Quotation or in the course of compliance with the Agreement, such as but not limited to: designs, drawings/diagrams, plans, descriptions, illustrations, ideas, models, samples, tables, patterns, databases, software and calculations.
- 1.6 In Writing: communicated in written form with proof of receipt.
- 1.7 Order: The Deliverables, Work Products and anything else to be delivered by MolGen to the Customer.
- 1.8 Order Confirmation: The confirmation In Writing from MolGen to the Customer summarizing the content of the Order. The Order Confirmation will typically describe the Deliverables and the agreed prices and terms.
- 1.9 Proposal: Any proposal for the provision of Deliverables by MolGen B.V. to the Customer.
- 1.10 Quotation: Any proposal for the provision of Deliverables including pricing for such Deliverables by MolGen B.V. to the Customer.
- 1.11 Terms and Conditions: These general terms and conditions of Sales & Delivery of MolGen BV – 2021.
- 1.12 Supplier: The party from whom MolGen sources certain goods.
- 1.13 Work Product: A specified item of a material nature, or parts thereof, that is or will be provided by MolGen to the Customer, such as (a piece of) equipment, machine(s), semi-finished product(s), installation(s).

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## 2 Applicability of the Terms and Conditions, titles and language

- 2.1 **Applicability.** These Terms and Conditions apply to every Proposal, Quotation, Order, provision of Deliverables and the Agreement between MolGen and Customer. Deviations from these Terms and Conditions are only enforceable insofar as they have been confirmed to the Customer in Writing by MolGen's authorized representatives.
- 2.2 **Authorized representatives.** Only MolGen employees who are authorized according to the commercial register of the Chamber of Commerce are authorized to legally bind MolGen. Acts undertaken by persons other than those authorized under the commercial register will only be effective upon confirmation In Writing by the authorized representatives.

## 3 Proposals, Quotations and Agreement

- 3.1 **Non-binding.** Proposals are non-binding unless an accepted Proposal is confirmed In Writing by MolGens authorized representatives. A Proposal can be withdrawn after acceptance of such Proposal in which case no Agreement is concluded between parties.  
  
Quotations are non-binding unless a deadline for acceptance of such Quotation is set therein.
- 3.2 **Agreement.** An Agreement is concluded through acceptance of a Quotation In Writing, in conformity with Articles 3.4 to 3.7 inclusive, or through confirmation In Writing as set out in Article 3.1.
- 3.3 **Sales via webshop.** Any Order placed via a webshop, only leads to an Agreement upon MolGens Order Confirmation.
- 3.4 **Modified acceptance.** Insofar as the acceptance by the Customer, of a MolGen Proposal or Quotation, differs from such Proposal or Quotation in any way, the Agreement will only come into force at the point when MolGen confirms the creation and content of the Agreement through an Order Confirmation, unless the Customer promptly objects to this In Writing.
- 3.5 **Non-written acceptance.** If the Proposal or Quotation, or the acceptance of such Proposal or Quotation do not take place In Writing, the Agreement will only come into force at the point when MolGen confirms the creation and content of the Agreement with an Order Confirmation, unless the Customer promptly objects to this in Writing.
- 3.6 **No Agreement after an objection.** In cases where the Agreement would come into force at the point when the Order Confirmation is received by the Customer based on Articles 3.4 or 3.5 and the Customer promptly lodges an objection In Writing, the Agreement will not come into force.
- 3.7 **Agreement through commencement of delivery.** In the event of deviations of any kind from the procedure described in Article 3.2, 3.4 or 3.5, for example because there was only a verbal confirmation of an Order, the Agreement will come into force at the point

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when MolGen starts fulfilling the Order or gives an order to third parties to this effect. In such a situation, the invoice will be deemed to reflect the content of the Agreement fully and correctly.

- 3.8 Changes In Writing. A change to the Agreement can only be agreed In Writing. If the Parties have reached agreement on a certain change to the Agreement, MolGen will confirm the change to the Customer In Writing. This confirmation will in each case clearly state the consequences of the change in terms of substance, financial implications and impact on deadlines.

#### 4 Confidentiality

- 4.1 During the course of normal business dealings, the Customer may be given access to Documentation or other information (in hardcopy and/or electronic form) that relates to MolGen (and any MolGen affiliates) past, present, and future research, development, business activities, products, services, technical knowledge, Customers and information relating to products, projects or Customers or other vendors and is identified by MolGen as confidential or would be understood to be confidential by a reasonable person under the circumstances (“Confidential Information”). In connection therewith, the following subsections shall apply:
- a) The Confidential Information may only be used for its intended use (“Purpose”).
  - b) The Customer shall protect the confidentiality of the Confidential Information in at least the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Customer exercise less than reasonable care in protecting such Confidential Information.
  - c) Access to the Confidential Information shall be restricted to Customer’s personnel with a need to know in relation to the Purpose.
  - d) All Confidential Information made available to Customer, including copies thereof, shall be returned or destroyed upon MolGen’s request. For the avoidance of doubt, the Customer may retain, copies of MolGen’s Confidential Information required for compliance with its record keeping or quality assurance requirements.
  - e) Nothing in these Terms and Conditions shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement.
  - f) If the Customer receives a subpoena or other validly issued administrative or judicial process demanding to release MolGen’s Confidential Information, the Customer shall promptly notify MolGen of such receipt and tender to it the defense of such demand. The Customer receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.

#### 5 Prices

- 5.1 Currency. Unless otherwise stated in the Quotation, all prices are in Euros and exclude VAT, disposal charges, the costs of import formalities such as: customs, taxes, import and transit permits, and import security.

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- 5.2 Costs of transport and insurance within the Netherlands. Unless otherwise agreed In Writing, the costs of transport and insurance for delivery within the Netherlands will be borne by the Customer.
- 5.3 Costs of transport and insurance abroad. For delivery outside of the Netherlands the costs of transport and insurance for delivery will be borne by MolGen. Delivery will take place CIP Destination AirPort or Destination Port in conformity with the most up-to-date version of the Terms and Conditions applicable at the time of the Proposal or Quotation, unless otherwise agreed In Writing.
- 5.4 Administrative costs. MolGen may charge a fee as a contribution to the administrative and logistics costs for orders that do not exceed a minimum amount as determined by MolGen.
- 5.5 Cost adjustments. MolGen may, from time to time and in its sole discretion, issue surcharges or reductions on orders to mitigate and/or recover increased or decreased operating costs arising from or related to – including but not limited to:
- (a) foreign currency exchange variations;
  - (b) increased or decreased cost of third-party content, labor and materials;
  - (c) impact of duties, tariffs, and other government actions;
  - (d) increases or decreases in freight, labor, material or component costs; and
  - (e) increased or decreased costs due to inflation
- (jointly “Cost Adjustments”).

Such right to issue surcharges or reductions is only applicable in case the Cost Adjustments exceed ten (10) % from the total order value and does not apply if the order is to be delivered within four (4) weeks after the order has become binding. MolGen will invoice Customer, through a revised or separate invoice, and Customer agrees to pay for the Cost Adjustments pursuant to the standard payment terms in these terms and conditions.

If a dispute arises with respect to Cost Adjustments, and that dispute remains open for more than ten (10) working days, MolGen may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under the agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in these terms and conditions. Any Cost Adjustments, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these terms and conditions.

## 6 Risk & Delivery

- 6.1 Unless a different arrangement has been agreed In Writing, delivery takes place when the goods are handed over to the first carrier engaged to transport the goods to the

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agreed destination. The risk of theft, damage, destruction or deterioration transfers to the Customer at the time the goods are handed over to such first carrier.

- 6.2 Reporting transport damage. The Customer shall report In Writing any Defect, shortcoming or damage directly to MolGen within 24 hours of the delivery; in the absence of any such report, the goods will be deemed to have reached the Customer in good order, in full and without loss or damage.
- 6.3 Partial deliveries. MolGen is entitled to deliver goods in batches and to invoice these batches separately.

## 7 Call-off orders

- 7.1 Definition. The Parties may agree that the Customer will take a certain quantity of products within a certain period and that the Customer will take this quantity in more than one separate delivery, in accordance with a specific call-off schedule. This agreement will hereafter be referred to as a 'Call-off Order'. In this case, MolGen will have the right to invoice the individual deliveries separately.
- 7.2 Deliveries according to the call-off schedule. If a Call-off Order is agreed, MolGen will arrange the individual partial deliveries on the agreed delivery dates.
- 7.3 Deviations from the call-off schedule Once a Call-Off Order has been agreed, the Parties can agree a deviation from a delivery time specified in the call-off schedule.
- 7.4 Written confirmation Any change to the call-off schedule will only come into effect once the modified delivery dates for the partial deliveries in question have been confirmed to the Customer by MolGen In Writing.
- 7.5 Extended stocking If as a result of an agreed change to the call-off schedule, MolGen has to keep goods in stock for a longer period than would have been the case if the original call-off schedule had been observed, then MolGen will keep these goods on its premises at the expense and risk of the Customer.
- 7.6 Changes to call-off schedule and end date If the Parties agree a new delivery date for a specific partial delivery of a Call-off Order, the delivery dates agreed for the remaining partial deliveries will remain unchanged and will not be automatically altered. A new agreed delivery date for a partial delivery cannot be later than the delivery date originally agreed for the last partial delivery for the Call-off Order. If the Customer wishes to change the delivery date for the final delivery in the Call-off Order, the Agreement must be changed as described in Article 3.8.
- 7.7 Termination of Call-off Order A Call-off Order can only be terminated prematurely with the consent of both Parties. If the agreed price was based on acceptance of a fixed volume and if the volume actually accepted was lower, ordinarily requiring a higher price, the Customer will be obliged in all instances to pay a reasonable price as determined by MolGen based on the volume actually achieved.

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## 8 Spare parts

- 8.1 After the warranty period. MolGen cannot be obliged to supply spare parts for supplied goods once the agreed warranty period has expired.
- 8.2 Warranty on spare parts. If spare parts are supplied or fitted by MolGen to remedy a Defect, then the warranty period does not commence again for these spare parts. The warranty period for the original delivery remains unchanged.
- 8.3 Parts that can no longer be supplied. If MolGen is obliged by virtue of law or an Agreement to supply spare parts for goods or parts thereof that were previously supplied to the Customer, then this obligation lapses as soon as MolGen no longer has these spare parts in its inventory and cannot obtain them in the marketplace via the normal channels under reasonable terms and conditions.
- 8.4 Comparable goods/parts. If MolGen is obliged to replace goods or parts thereof that were supplied to the Customer, MolGen will be free to supply a good or part that is, determined by MolGen in its sole discretion, comparable to the good or part that needed to be replaced, provided that such part or good is suitable for the same normal use for which the original good or part was intended.
- 8.5 Consumables. If the Parties have not made any arrangements In Writing for the deliverability of consumables, MolGen is no longer obliged to supply such consumables upon expiry of the agreed warranty period.

## 9 Delivery times

- 9.1 No fatal deadlines. MolGen will provide the estimated delivery dates in its Proposal or Quotation. Once the Agreement is concluded, MolGen can verify the estimated delivery dates and confirm them to the Customer. The confirmed delivery dates can differ from the estimated delivery dates. Neither the estimated delivery dates nor the confirmed delivery dates are fatal deadlines.

## 10 Force majeure

- 10.1 No obligation in the case of force majeure Neither Party shall be liable to the other party for any failure to meet an obligation arising from any cause or causes beyond its reasonable control.
- 10.2 Scope. Force majeure is understood to include the following: (I) force majeure affecting MolGen's Suppliers; (II) a failure by Suppliers imposed on MolGen by the Customer to correctly meet their obligations; (III) defects in third-party items, equipment, software or materials that MolGen is required to use by the Customer; (IV) extraordinary government regulations; (V) material disruptions to power supply; (VI) major disruption to internet, network or telecommunication services; (VII) war; (VIII) strikes; (IX) terrorist attacks or occupation; (X); epidemics and/or pandemics; (XI) major financial crises; and (XII) the failure to facilitate normal business dealings by banks.

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- 10.3 Termination. If a force majeure situation lasts longer than ninety days, each Party has the right to terminate the Agreement In Writing. If services have been performed based on the Agreement, these will be settled on a pro rata basis in this case, without the Parties otherwise being under any obligation towards each other. The Parties will make any payments to be made in connection with this settlement immediately.
- 10.4 Notification of force majeure If MolGen wishes to invoke force majeure, MolGen shall inform the Customer of this as soon as this is practically possible. The consequences of force majeure will come into effect from the point in time at which the circumstances, cause or incident leading to it occurred.
- 10.5 Postponement If MolGen cannot meet its obligations towards the Customer due to force majeure and MolGen assesses that the force majeure situation will be of short or temporary nature, MolGen shall be entitled to postpone fulfilment of the Agreement until the circumstances causing the force majeure situation have passed.

## 11 Use and warranty

- 11.1 The Deliverables may only be used for research purposes (Research Use Only) unless MolGen has specifically indicated that other use is permitted. In vitro diagnostics (IVD) is not permitted.
- 11.2 Product guarantee. In conformity with the other provisions of The Terms and Conditions, MolGen does not warrant that the Deliverables meet product specifications and or generally described product characteristics at the time of delivery unless such specifications and or characteristics have been specifically confirmed as under warranty by MolGen to the Customer In Writing.
- 11.3 Repair or replace. If there is a Defect in a MolGen Deliverable and such Defect is attributable to MolGen and under warranty, MolGen may ensure that the Defect is repaired or that the defective item is replaced if this is reasonably possible.
- 11.4 Deadline. Unless other warranty periods are specified In Writing or in an Agreement, the warranty period for new items is 12 (twelve) months from the time of delivery. Unless otherwise stated In Writing, no warranty will be given for used items delivered by MolGen.
- 11.5 Reporting of Defects during the warranty period. If the Customer has become aware of a Defect and wishes to invoke the warranty, the Customer must report such Defect to MolGen In Writing Immediately after it becomes aware of it or should reasonably have become aware of it if it had taken effective measures. The report of the Defect must be specific such that it is clear to MolGen without further clarification what the nature of the Defect is and what actions it could reasonably be expected to take. When reporting the Defect, all relevant circumstances that are or could be of importance in the assessment of the facts of the Defect must be described.
- 11.6 Repair method. MolGen may choose whether to repair a Defect or to engage third parties for this work.

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- 11.7 Dispatch to MolGen Goods that qualify for a warranty must be returned to MolGen at the Customers expense. All related costs, - including but not limited to costs relating to mounting and demounting, installation, calibration, verification, starting up, loss of production, waiting time, production standstill, packing, insurance and transportation - are borne by the Customer.
- 11.8 Reimbursement of costs. If the goods sent to MolGen under warranty do not show any Defects after being inspected or if the Customer is not entitled to a warranty then the Customer is obliged to reimburse MolGen for all costs of inspection, storage and dispatch.
- 11.9 What is excluded from the warranty. Regardless of the other provisions of this article outlined above, Customer will not be entitled a warranty in the following cases:
- The Deliverables are not used for the purposes and in the circumstances for which they were delivered;
  - The Deliverables were used contrary to the instructions and specifications;
  - The Defect is the result of normal wear;
  - The services are delivered on a Best Effort basis unless otherwise specified in the Support Agreement;
  - Items that are prescribed by the Customer or that have been obtained from third parties as prescribed by the Customer.
- 11.10 Expiry of warranty All applicable warranties expire upon occurrence of the following:
- Changes, adjustments and/or repairs made to the Deliverables without MolGen's approval In Writing;
  - The Deliverables are not or have not been used or treated in accordance with the enclosed and/or applicable (manufacturing) specifications or operating instructions;
  - The Deliverables are not or have not been used or treated appropriately;
  - A software change or upgrade has taken place in respect of the Deliverables that was not performed by MolGen or a third party appointed by MolGen;
  - The Deliverables are or have been used for purposes other than those for which they are intended;
  - The Deliverables are or have been used in a manner that could not reasonably be foreseen by MolGen based on the information provided to MolGen by the Customer prior to or at the time of the creation of the Agreement.
- 11.11 Exemption from warranty obligations. MolGen is exempt from its warranty obligations as long as Customer is not compliant with any material obligation towards MolGen. The warranty period continues during the period in which MolGen is exempt from its warranty obligations.
- 11.12 Loss during the warranty period. Insofar as MolGen is bound to compensate loss or costs incurred by the Customer as a result of a Defect during the warranty period, compliance with the warranty obligation by MolGen will be regarded as sole and full compensation.

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## 12 Reservation of title

- 12.1 Extended reservation. The ownership of goods delivered by or on behalf of MolGen will remain with MolGen up to the point in time at which the Customer has met all related obligations toward MolGen incumbent on it. The Customer shall enable MolGen to exercise its rights of ownership.
- 12.2 Due care. As long as MolGen retains ownership of the goods delivered by or on behalf of MolGen, Customer shall keep these goods separate from other goods such that they are easily and clearly identifiable as goods belonging to MolGen.
- 12.3 Recovery. MolGen will be entitled to reclaim goods for which it retains ownership without prejudice to MolGen's right to demand compensation for any loss.
- 12.4 Recalling goods. The Customer shall upon MolGen's first request submit an authorization for immediate recall of goods not yet fully paid for, wherever they may be located.

## 13 Prevention of loss, reporting a Defect

- 13.1 Due care of MolGen. When fulfilling the Agreement, MolGen shall exercise due care as could reasonably be expected.
- 13.2 Warning. The use of items that are not working correctly can have serious consequences for the functionality of processes or installations of which the Deliverables form part, or for the persons involved.
- 13.3 Reporting of Defect. The Customer must report a Defect In Writing immediately after it becomes aware of it or could reasonably have become aware of it, if it had taken effective measures. The report of the Defect must be specific so that it is clear what the nature of the Defect is, and what actions MolGen could reasonably be expected to take. When reporting the Defect, all relevant circumstances that are or could be of importance in the assessment of the facts of the Defect must be described.

## 14 Liability

- 14.1 Conditions for compensation of damages. Apart from in cases of willful intent or gross negligence by MolGen and in conformity with the other provisions of these Terms and Conditions, MolGen is only obliged to compensate the Customer for damages incurred as a result of a Defect. An obligation to compensate for damages does not exist until such time as any of the following conditions is met:
- The Defect has been reported to MolGen as prescribed in these Terms and Conditions;
  - MolGen is in default as described in these Terms and Conditions;
  - The damages are attributable to MolGen;
  - The Customer has demonstrated that it has taken effective precautions to prevent or limit any damages.

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- 14.2 Liability insurance. MolGen can, but does not have to, insure itself against liability towards the Customer. If MolGen takes out liability insurance, this may affect the maximum amount for which MolGen can be approached in the event of such liability. In entering into an Agreement, the Customer accepts the responsibility for checking in advance whether the coverage offered by MolGen's liability insurance is sufficient for covering Customer's potential damages. MolGen shall at the first request of the Customer send a copy of the insurance policy to the Customer.
- 14.3 Limitation of liability. If MolGen is liable towards the Customer and is bound to compensate the Customer for damages, the obligation to compensate for such damages is limited to compensation of direct damages and to a maximum amount the value of the applicable Agreement (excl. VAT).  
If the applicable Agreement has a term of more than a year, the maximum liability will amount to the total compensation (excl. VAT) specified for one year immediately prior to the event causing damages. In all instances, the obligation to pay compensation is limited to a maximum of two times the invoice value of the applicable order.  
If the insurer pays out a sum in connection with MolGen's liability as described above, the obligation to compensate for damages is also limited to the amount that the insurer will pay out for this case or to the amount covered by the insurance.
- 14.4 Exclusion of liability for indirect loss. MolGen is not liable for any indirect or consequential damages or loss, which at least includes:
- Lost profit, production downtime, destruction or deterioration of goods caused by production downtime, missed savings, stagnation of business or loss of goodwill;
  - Damage or loss as a result of agreements with third parties, including customers of the Customer;
  - Damages or loss connected to the use of items that the Customer requires MolGen to use, including but not limited to third-party installations, tools, machines, materials or data or information or software;
  - Damages or loss connected to the involvement of suppliers, programmers, advisers or inspectors as stipulated by the Customer;
  - Damages or Loss as a result of (a) the corruption, destruction or loss of data or (b) the configuration of digital equipment, software, information, data or (c) documents.
  - The exclusions and limitations cited in this article will not apply if and insofar as the damages are the result of willful intent or gross negligence on the part of MolGen.
- 14.5 Other exclusions MolGen's liability is also excluded for the following:
- The direct and indirect consequences of inaccurate compliance by the Customer with operating instructions or the instructions for use;
  - Normal wear and tear, and damage and/or wear and tear caused by inappropriate use and as a result of overload or any other form of abnormal use.
  - Abnormal or unforeseen circumstances or at least circumstances that MolGen could not reasonably have expected based on the information given to it when the Agreement was concluded;

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- 14.6 Accumulation. The exclusions and limitations of MolGen's liability as described in this article do not affect the remaining limitations and exclusions as set out in the Terms and Conditions.
- 14.7 Period of limitation. MolGen will not be liable for any claims that relate to events twelve months after the date of such event and in any instance three years after delivery by MolGen, regardless of the legal basis of the claim.
- 14.8 Indemnification. The Customer will indemnify and compensate MolGen for all third-party claims for damages by these third parties, where this is understood to refer to claims for product liability and/or infringement of intellectual property rights resulting from a delivery to these third parties by the Customer of a product that includes goods delivered by MolGen.
- 14.9 Invoking of Terms and Conditions by others. The provisions of this article and all other limitations and exclusions of liability specified in the Terms and Conditions also apply to MolGen's affiliated companies, its employees and all persons or companies engaged by MolGen to fulfil the Agreement.
- 14.10 General terms and conditions of third parties in respect of goods and services sourced from a third party by MolGen, the provisions regarding warranty, spare parts and liability applicable to the agreement with this third party also apply to the Agreement between the MolGen and Customer if and insofar as MolGen invokes these provisions. In entering into an Agreement, the Customer authorizes MolGen to accept a limitation of the liability of this third party.
- 15 Intellectual property rights
- 15.1 Property. All MolGen intellectual property, hereafter referred to as 'IP', vested in items delivered to, developed for or made available to the Customer, including documentation, inventions, ideas, software, databases, diagrams, equipment, samples, circuits, methods, configurations, installations, solutions, analyses, designs, reports, offers - remain exclusively with MolGen.
- 15.2 Right of use to deliveries. Unless otherwise agreed in Writing, the Customer will, insofar as is applicable, only be granted perpetual, non-exclusive and non-transferable rights of use to the specific application for which the agreed delivery was intended and only for use in the country where delivery was due to be made under the Agreement.
- 15.3 Breach. If a product sold to the Customer unexpectedly breaches an intellectual property right of a third party in the Netherlands, and the Customer is approached about this matter, the Customer is obliged to promptly inform MolGen of this In Writing. The Customer is also obliged to limit any damages resulting from such potential breach of IP as far as possible. In any cases that arise, MolGen will be entitled to remedy any breach by doing any of the following at its discretion:
- Assigning the right to use the particular product to the Customer; or

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- Modifying the product so that it is no longer in breach; or
- Delivering a replacement product that is not in breach; or
- Reimbursing the Customer for the purchase price once it has received the product back again, minus a reasonable remuneration for the period during which the product was at the disposal of the Customer.

The Customer will not be entitled to enforce any claim against MolGen for a breach of IP outside the Netherlands.

15.4 Exclusions. MolGen is not liable for any breach of any intellectual property right or any other exclusive right that is the result of any of the following:

- Any change within or to a product sold or delivered by or on behalf of MolGen;
- Any use or application of a product other than that prescribed by MolGen or which MolGen may expect based on the Agreement;
- Integration, use or application with products not sold or delivered by or on behalf of MolGen, including (parts of) systems and networks;
- Any software adaptation not performed by or on behalf of MolGen.

## 16 Payment

16.1 Payment terms. The Customer will pay invoices in accordance with the payment terms stated on the invoice. If no specific terms are stated on the invoice, the Customer will pay within thirty (30) days of the invoice date. The Customer is not entitled to offset anything against an invoice or postpone a payment.

16.2 Late payment. If the Customer fails to pay the amounts it owes on time, the Customer will owe the statutory interest applicable to commercial transactions, charged monthly on a cumulative basis, for the outstanding amount, without any dunning procedure or notice of default being required. If after a payment reminder, dunning procedure or notice of default the Customer still does not meet its payment obligations within a reasonable period, the Customer will be in default by law. From that moment, the Customer will also be bound to compensate MolGen for any legal and extrajudicial costs actually incurred in relation with such late payment.

16.3 Complaints regarding invoices. Complaints relating to an invoice must be submitted to MolGen In Writing within 8 (eight) days of the date on the invoice.

16.4 Payment obligation remains. Reporting a Defect as described in these Terms and Conditions does not discharge the Customer from its payment obligations towards MolGen.

## 17 Applicable law and disputes. Dutch law

17.1 Any Proposal or Quotation prepared, any Agreement entered into by MolGen and all other legal relations between the parties are subject to Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.

17.2 Differences arising from an Agreement or in relation to a Proposal or Quotation will be settled amicably if possible. Should an amicable solution not be reached, such difference or conflict between MolGen and Customer will be brought before the

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competent court in the district of Utrecht, The Netherlands as the court of first instance, on the understanding that if a particular court is designated as the competent court by law, the dispute will be resolved by the court thus appointed as the court of first instance, all this without prejudice to the right of MolGen to file for seizure, injunction or other temporary measures before the legal authorities in the area(s) of its choice if it so wishes.

## 18 Validity

18.1 If any clause of these Terms and Conditions is invalid and/or unenforceable, either in part or in full, as a result of any statutory provision, court ruling or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or instance, or for any other reason, then this will not affect the validity of the remaining clauses of these Terms and Conditions. If a clause of these Terms and Conditions is invalid for one of the reasons cited in the previous sentence but would be valid if it had a more limited scope or purpose, then this clause will automatically be valid in the broadest sense or to the greatest extent possible within the limited scope or purpose with which it is valid.

## 19 Filing

19.1 These general terms and conditions have been filed with the Chamber of Commerce.

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