

STANDARD TERMS AND CONDITIONS OF SALE of TRIMT GmbH (Version 1.0, valid from 01/02/2022)

TRIMT GmbH with headquarters in Carl-Eschebach-Straße 7, 01454 Radeberg, Germany, is registered at District Court in Dresden, HRB 41326 (hereinafter "TRIMT"), represented by Dr. Jakub Šimeček (Managing Director) and Dr. Dirk Freitag-Stechl, MBA (Authorized Representative)

1 Scope

- (1) These General Terms and Conditions of Business and Sale of TRIMT ("Terms and Conditions") are the only applicable terms and conditions and are valid for any single purchase and/or contracted services agreement as well as any Sales Documents between buyer and TRIMT (together referred to as "Parties").
- (2) Any other conditions or alternations to this document in an individual case are applicable only when explicitly negotiated and accepted by the Parties in written and signed document.
- (3) "Sales Documents" are any documents, printed or digitally provided by TRIMT in the process of (but not limited to) negotiations, sales, after-sales. These documents may include (but are not limited to) quotations, order confirmations, product specifications, marketing materials, shipping documents.
- (4) Buyer accepts these Terms and Conditions when placing an order with TRIMT. The agreement between both Parties only becomes effective when TRIMT confirms the order. Any modification of any confirmed order by buyer requires written consent of TRIMT and may in any case cause additional costs which will be invoiced to buyer.
- (5) TRIMT does not recognize any standard terms of buyer, even if TRIMT does not expressly raise objections to such terms in specific cases.

2 Governing law, Place of Jurisdiction

- (1) All matters and disputes arising out of or relating to these Terms and Conditions, or any agreement thereunder are governed by German law (with the exclusion of its conflict of laws provisions). The UN Convention on Contracts for the International Sale of Goods does not apply.
- (2) Any legal suit, action or proceeding is to be instituted in courts located in the courts of Dresden. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. TRIMT is also entitled to bring a suit, action, or proceeding at buyer's place of business.

3 Ordering Process, Shipping and Delivery, Payment

- (1) Prospective buyers can get in contact with TRIMT and submit a request for quotation by sending an email to sales@trimt.de with indication of the products he/she wants to purchase, and corresponding amounts. In order to calculate the shipping costs, also the delivery address and contact person is to be indicated. Shall there be missing information the prospective buyer will be contacted again with these further inquiries.
- (2) When all the needed information is correct and available, TRIMT replies with a non-binding quotation that is sent to buyer (including information on later product availability or similar if applicable). This holds true also for larger than standardly offered amounts and packaging forms. If the prospective buyer agrees to the offer made in the quotation, he/she may send an official purchase order. The agreement between the Parties becomes only effective when TRIMT confirms the purchase order.
- (3) After order confirmation, the shipment will be prepared. The expected delivery date shall be outlined in the order confirmation. The delivery terms shall be EXW TRIMT's manufacturing site in Radeberg, Germany (Incoterms 2020). TRIMT uses its standard packaging methods. These can be modified according to buyer's specification. In such a case buyer covers additional costs.
- (4) If from any reason TRIMT needs to separate one order in different packages to be shipped, the additional costs are to be covered by TRIMT. This does not apply to shipments including dangerous goods which need to be shipped in accordance with valid safety measures. In such case the corresponding costs are part of the agreement and will be invoiced to buyer.
- (5) Products are delivered together with the invoice which is to be paid within 14 days after delivery if not agreed differently.
- (6) Payment is to be made to the account of TRIMT at Deutsche Bank AG; IBAN: DE72 8707 0024 0597 1668 00, SWIFT/BIC: DEUTDE33HAN30.
- (7) Buyer shall pay interest on all late payments at the lesser of the (a) rate of eight percent (8%) per annum above the base interest

rate of CEB (Central European Bank) or (b) the highest possible rate permissible under the applicable law. The interest rate is calculated daily and compounded monthly. Buyer shall reimburse TRIMT for all costs incurred in collecting any late payments, including but not limited to, attorney's fees. In the event of buyer's default with payments, in addition to all other remedies available under these Terms and Conditions or at law, TRIMT may, without notice to buyer, delay or postpone delivery of orders and/or performance of services and may, at its option, change the terms of payment with respect to any undelivered orders.

- (8) Buyer only has the right to offset and to exercise a right of retention if (a) its counterclaim is either undisputed or has been ruled final and absolute by court of law or, (b) where such claim has been asserted through a court, the claim is ready for a decision or (c) or where such claim is synallagmatic to the principal claim.
- (9) TRIMT reserves the title to the Products until payment for them is made in full (reserved goods).

4 Use of Products and Compliance with Applicable Law

- (1) TRIMT offers research chemicals ("Products") and provides services in relation to research.
- (2) Buyer shall comply with the applicable law and shall meet all necessary requirements (e.g., safety, licenses, trained personnel, dedicated storage and working space and others if applicable) in order to be able to receive the Products.
- (3) Buyer shall not use and/or sell the Products for other purposes than indicated by TRIMT.
- (4) Buyer acknowledges that the Products are not tested for safety and efficacy in any food and drug, cosmetics, medical device, commercial or any other use unless indicated in the product specification.
- (5) Buyer is solely responsible for obtaining any necessary intellectual properties permission(s) related to the use of the Product(s).
- (6) Buyer is solely responsible for use of the Products in accordance with the applicable law and generally with the industry and research standards at his location.
- (7) Buyer is solely responsible for conducting any necessary test and verification for application in his intended purpose.
- (8) If the product certificate (e.g. certificate of analysis, product specification, product information, web presentation etc.) includes the notice: "For research purposes only", buyer has no expressed or implied authorization from TRIMT to use such Product or any part of it for any other purpose, including but not limited to *in vitro* diagnostics, medical device or human or veterinary medicine, cosmetics or in foods and drugs generally.

5 Non-conforming Products, Returns and Rejections

- (1) Buyer shall inspect the Products within 5 (five) days after delivery. Shall there be any product damage, wrong product or amount shipped, buyer shall report the problems by indicating the order confirmation number, product, batch, filling size and description of the suspicious features (damage, leakage, non-readable label, etc.) per email to quality@trimt.de
- (2) Buyer shall not return any Products to TRIMT without prior written notice. Buyer shall return the Products in accordance with the transport specifications provided by TRIMT. The shipping costs for returns will be fully covered by buyer.
- (3) Buyer has the right to reject any damaged package, any Product not conforming with the specification by TRIMT or the certificate of analysis. For specification issues, buyer must provide clear evidence for his complaint (e.g., relevant certified analysis when considering the product impurity).

6 Warranty

- (1) TRIMT warrants to buyer that the Products comply with the specifications (applying common scientific standards).
- (2) TRIMT does not provide any other warrant of any kind, especially not for the fitness of the Product for any given purpose.
- (3) All warranty claims shall become statute-barred after one (1) year of the delivery of the goods; this does not apply to the scenarios set out in Article 7 (5) of these Terms and Conditions.

7 Liability

- (1) Buyer assumes all risk and liability for loss, damage, or injury to persons/property of buyer or others arising out of the transport, storage or use of Products including infringement of any third-party intellectual property rights resulting from buyer's specific use of Products.
- (2) If TRIMT's ability to deliver the Products and/or services is prevented or delayed by any act of buyer or missing licenses or permissions of buyer and/or its subcontractor, TRIMT shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by buyer or others, in each case, to the extent arising directly or indirectly from such prevention or delay.
- (3) Buyer shall indemnify and hold TRIMT (which in this context means company and its representatives and other employees) harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from/in connection with the transport, storage, sale or use of Products or (b) resulting from buyer's breach of the agreement or these Terms and Conditions or (c) arising from the negligence, recklessness or misconduct of buyer, its affiliates, or their respective agents, employees, partners or subcontractors.
- (4) Except as otherwise expressly provided herein, TRIMT shall not indemnify nor be liable to buyer or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of services, including but not limited to warranty, negligence or strict liability. In addition, TRIMT shall not be liable for incidental, consequential, indirect, exemplary, or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of buyer to a third party. The total liability of TRIMT hereunder shall not exceed the purchase price of Products or services. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or performance of Services, regardless of their nature; this does not apply to the scenarios set out in Article 7 (5) of these Terms and Conditions.
- (5) Nothing herein shall limit TRIMT's liability for injury and death of a person, willful acts and omissions, fraud, mandatory obligations, and the negligent breach of material contractual obligations. In the event of negligent breach of material obligations, TRIMT's liability is limited to the typically foreseeable damages.
- (6) Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached these Terms and Conditions for failure or delay in fulfilling or performing any obligation under these Terms and Conditions when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockdowns or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

8 Confidentiality

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by TRIMT to buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by buyer for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by TRIMT. Upon request, buyer shall return or destroy all documents and other materials received from TRIMT within fifteen (15) days after the request. TRIMT shall be entitled to injunctive relief for any violation of this section; this does not prevent TRIMT from exercising any other remedies at law.

9 Termination

TRIMT is entitled to terminate the agreement upon written notice if buyer (a) fails to pay any amount when due or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors or (c) breaches Article 10 of these Terms and Conditions. A termination under this Article 9 shall not entitle buyer to any claims against TRIMT.

10 Compliance with Law

Buyer shall comply with all applicable laws, regulations, and ordinances, including but not limited to those pertaining to the following: export control, pharmaceutical, cosmetic and food preparations, introduction or production and use of chemical substances (e.g., Toxic Substances Control Act, REACH). Buyer shall maintain in effect all required licenses, permissions, authorizations, consents, and permits. Buyer shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. TRIMT may terminate the agreement or suspend delivery if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

11 Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in the agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner.

12 Miscellaneous

- (1) If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (2) No waiver by TRIMT of any provisions of these Terms and Conditions is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof.
- (3) Buyer shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions or under the agreement without TRIMT's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves buyer of any of its obligations hereunder or under the agreement.
- (4) These Terms and Conditions and the agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.
- (5) Buyer shall not, without the prior written consent of TRIMT refer to TRIMT, its Products or services in any marketing, promotion, or other publicity material except for scientific publications, whether written or in electronic form. Buyer shall not use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by TRIMT. TRIMT may refer to buyer for reference purposes either in electronic or verbal form.
- (6) Communication between the Parties proceeds in English language and preferably in electronic form.
- (7) Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the agreement including, but not limited to Article 8.
- (8) Any agreement originating from these Terms and Conditions can only be amended or modified in writing and signed by an authorized representative of each Party.
- (9) TRIMT will request, process, and use personal data (as for example contact name, phone and/or email contact and business addresses) from buyer to fulfill its obligations under the agreement and for the continuing relationship management with buyer. Upon request of buyer, TRIMT provides the information about buyer's personal data collected and agrees to delete those from the contact list if desired by buyer. The contact information on the contracts and commercial documents (e.g., orders and invoices) cannot be deleted and will be kept and used only for legally necessary purposes.