

ATDBio Terms & Conditions of Sale

1. GENERAL

1.1 In these Terms & Conditions: The **Buyer** or **Customer** means the person, firm, company or other organization who or which has ordered Products from the Company; The **Company** means ATDBio Ltd, a UK corporation existing under the laws of England and Wales and any Affiliates to the Company; **Affiliates** means any corporation, partnership or other entity that controls, is controlled by, or is under common control with the Company, a corporation or other entity shall be regarded as in control of another corporation or entity if it owns, directly or indirectly, at least fifty percent (50%) of the voting or equity rights of the other corporation or entity authorized to cast votes in any election of directors or, in the case of a non-corporate entity, with the power to direct the management and policies of such non-corporate entity; The **Contract** means any contract for the sale and purchase of Products between the Company and the Buyer being any quotation of the Company which is accepted by the Buyer or any order of the Buyer's which is accepted by the Company whichever first occurs; The **Consumables** means Products used for sample preparation, Cartridges and accessories used for chromatography, vials and accessories used for synthesis; The **System** means instrumentation products; The **Biotage Software** means any software used in Biotage instrumentation and in companion with instrumentation; The **Goods** means all items manufactured or supplied by the Company including the Consumables, the Systems and the Biotage Software; and The **Products** means any Goods agreed to be supplied by the Company.

1.2 These Terms & Conditions shall be incorporated into each Contract and shall govern each Contract. These Terms & Conditions may not be varied or waived except (i) with the express written agreement of the Company, or (ii) in accordance with Section 16 (Amendments to Terms & Conditions). The failure of the Company to enforce its rights under the Contract at any time for any period of time shall not be construed as a waiver of any such rights.

2. PRICES AND QUOTATIONS

2.1 The price of the Products will be the Company's quoted price in the currency pursuant to the local price list, exclusive of any duties, value added or other taxes. All quotations issued by the Company for the supply of Products shall remain open for acceptance for the period stated in the

quotation or, if none is stated, for thirty (30) days. In all other cases, prices payable are those

currently in effect. Unless otherwise agreed in writing, extra charges will be made for all applicable handling, freight, content, packaging, insurance or similar costs and a handling charge may be made for small orders.

2.2 The Company shall not modify prices at any time before delivery to the Buyer unless to reflect any changes to its costs resulting from any alteration in or addition to the Buyer's requirements.

3. PAYMENT

3.1 Unless otherwise agreed in writing, payment in full shall be made to the Company in the currency invoiced no later than thirty (30) days from the date of invoice.

3.2 In addition to the prices invoiced, the Customer shall pay any tax, duty, custom or other fee of any nature imposed upon the transaction by any federal, state or local government authority. In the event the Company is required to prepay any such tax or fee, the Customer shall reimburse the Company.

3.3 In the event of late payment the Company reserves the right:

- (i) to suspend deliveries and/or cancel any of its outstanding obligations; and
- (ii) to charge interest at an annual rate equal to 12 % on all unpaid amounts calculated on a day to day basis until the actual date of payment; and
- (iii) to charge a penalty fee of €40 (or the equivalent in any local currency) as a minimum compensation for recovery costs. Company reserves the right to charge compensation for recovery costs exceeding the penalty fee.

3.4 Customers must themselves pay any bank charges that are incurred in making the payment. Full payment instructions are set out on the invoice.

4. CHANGES AND RETURNS

4.1 The Company reserves the right to make any change on prior notice in the specification of the Products, which does not materially affect the performance or price thereof. The Buyer shall confirm or cancel any order promptly on receipt of such notice. The absence of such Buyer's confirmation or cancellation shall be deemed as acceptance of change of Product specification.

4.2 Returns of any Product must be authorized by the Company in advance. The Company shall be contacted for a return authorization number and shipping instructions. A restocking charge

will be applied to shipments returned for exchange or credit.

5. DELIVERY

5.1 The Company will select the method of shipment and the carrier to be used, unless otherwise agreed. Unless otherwise agreed, domestic shipment (within UK) will be DDP (named place), Incoterms 2020, and for international shipment (outside UK) will be ExWorks, Incoterms 2020. The Company will not be responsible for any loss or damage to the Products following delivery to the carrier. Damaged items cannot be returned without authorization.

5.2 If the Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from the Company that they are ready for delivery, the Company may dispose of or store the Products at the Buyer's expense.

5.3 The Company will use all reasonable endeavors to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will the Company be liable for any direct, indirect, consequential or economic loss due to delay in delivery.

5.4 The Buyer shall inspect the goods upon receipt and notify the Company in writing within thirty (30) days of any alleged short delivery, defect or non-conformity. If the Buyer fails to provide such notice within said period, the Goods shall be deemed accepted and conforming. The Company's sole obligation shall be, at its option, to replace any defective or non-conforming Goods or refund the purchase price.

5.5 Where delivery of any Product requires an export license or other authorization before shipment, the Company shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

6. RISK AND TITLE

6.1 The Buyer shall bear the risk of loss to the Products after delivery to the carrier. Full legal and equitable title and interest in the Products shall pass to the Buyer on delivery to the carrier.

6.2 To the extent there is any software included with the Products, the software is being licensed to the Buyer, not sold; and all right, title and interest therein shall remain in Company or its licensors. Use of such software shall be in accordance with the software license delivered with the applicable Product.

7. RESTRICTED USE AND EXPORT COMPLIANCE

7.1 Use Restrictions. With respect to certain Products, use restrictions are a condition to the purchase which Buyer must satisfy by strictly

abiding by the restriction as set forth in the Company's catalogue and/or on the Product and accompanying documentation. In no event shall Products stipulated by Company as intended for research and development use be used in a manufacturing process or in manufactured products or in human subjects. The Products shall in no event be used in medical or clinical applications, unless otherwise expressly stated by the Company, and Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of Products.

7.2 Export Restrictions.

7.2.1 The Buyer shall not sell or export, directly or indirectly, (i) to the Russian Federation or the Republic of Belarus, or (ii) for use in the Russian Federation or the Republic of Belarus, any Products that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EU) No 765/2006, as these Regulations are amended from time to time.

7.2.2 The Buyer shall comply with all applicable export control laws and regulations, including but not limited to EU export control regulations, U.S. Export Administration Regulations (EAR), and any other applicable national or international trade sanctions and embargoes. The Buyer shall not export, re-export, or transfer any Products to any sanctioned country, entity, or individual without obtaining all necessary governmental authorisations.

7.2.3 The Buyer shall promptly notify the Company if it becomes aware of any actual or potential violation of this Section 7.2 or if it receives any inquiry from any governmental authority regarding the Products.

7.3 Warranty Voidance. Any warranty granted by Company to the Buyer shall be deemed void if any Products covered by such warranty are used for any purpose not permitted under Section 7.1 or are sold or exported in breach of Section 7.2.

7.4 Indemnity. The Buyer shall indemnify Company and hold Company harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Company suffers or incurs by reason of any breach of this Section 7.

8. WARRANTY

8.1.1 Consumables. The Company warrants that its Consumables meet the Company's specifications at the time of shipment. All warranty claims on Products must be made in writing and delivered to the Company within thirty (30) days of receipt of the Products ("Warranty Period"). The Company's sole liability and Buyer's exclusive remedy for a breach of this

warranty is limited to replacement or refund at the sole option of the Company.

8.1.2 Systems. The Company warrants for a period of twelve (12) months from the date of installation or thirteen (13) months from date of shipments ("Warranty Period"), whichever is earlier, that its Systems shall be free from defects in material and workmanship under normal use and service and when used in compliance with the applicable operating instructions. The Company's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to replacement, repair or refund at the sole option of the Company. This warranty does not apply to any consumable items included in the System such as, but not limited to, tubing, fittings, o-rings and gaskets, or any other part that comes in contact with the sample path. This warranty does not apply to any computer hardware delivered for use with the System. Such computer hardware will be subject to applicable manufacturer's warranties if any.

8.1.3 Software. The Company warrants for a period of twelve (12) months from the date of shipment ("Warranty Period") that the Biotage Software will, when used in the designated operating environment, perform materially in accordance with the applicable specifications. The Company does not warrant that the operation of the computer programs or software will be uninterrupted or error free. The warranty shall not apply to any Biotage Software that has been improperly installed or modified by Customer or any third party or which has been the subject of neglect, misuse, abuse, misapplication or alteration or has been used in violation of the applicable software license agreement. This warranty applies only to the most current version of the Biotage Software that was supplied to the Customer by the Company. The Company's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to correction or replacement or refund of the Biotage Software, at the sole option of the Company. This warranty does not apply to any third party operating system software included with the personal computer provided to the Customer by the Company. Such third party computer software will be subject to applicable manufacturer's warranties, if any.

8.1.4 Spare Parts and Repairs. The warranty period concerning repair work carried out and spare parts delivered is ninety (90) days and begins after the latter of the finishing of the repair work or the delivery of the spare parts. A repair or exchange of spare part does not extend the initial Warranty Period

8.1.5 All warranty claims on the Company must be made in writing and delivered to the Company within the respective Warranty Period and as soon as a warranty claim is discovered by the

Buyer. Any warranty claim presented by Customer to the Company hereunder shall reasonably detail the circumstances giving rise to the warranty claim.

8.2 THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED.

9. LIMIT OF LIABILITY

9.1 The Company shall have no liability under the warranties contained in Section 8 in respect of any defect in the Products arising from: specifications or materials supplied by the Buyer; fair wear and tear; willful damage or negligence of the Buyer or its employees or agents; abnormal working conditions at the Buyer's premises; failure to follow the Company's instructions (whether oral or in writing); lack of maintenance; misuse or alteration or repair of the Products without the Company's approval; service or repair of the Products by any other party than the Company or an authorized service partner of the Company; or if the total price for the Products has not been paid; or through any cause beyond the Company's reasonable control.

9.2 Notwithstanding anything to the contrary in these Terms & Conditions, the Company's total aggregate liability arising out of or related to the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the price paid by the Buyer for the specific Products giving rise to the claim.

9.3 THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SALE, USE OR INABILITY TO USE ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 The exclusion of liability in these Terms & Conditions shall not apply in respect of death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation, or any other liability that

cannot be excluded or limited under applicable law.

9.5 The Company shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing, including errors made in catalogues and other promotional materials.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership.

10.1.1 Ownership of Synthesis and Methods. Company shall retain all rights, title, and interest in any synthesis processes, methodologies, and techniques used in the production of oligonucleotides ("oligos"). This includes any proprietary methods or know-how developed by Company, whether pre-existing or developed independently or developed in the course of the provision of goods and/or services to Buyer.

10.1.2 Ownership of Sequences and Design. Buyer shall own all rights, title, and interest in the sequences, design, and the resulting oligos produced under this Agreement. This includes any intellectual property rights arising from the specific sequences and designs provided by Buyer or developed in collaboration with Company for the purposes of this Agreement.

10.1.3 Assignment and Cooperation. Company agrees to execute and procure the execution of any documents reasonably required by Buyer to vest ownership of the relevant sequences, design, and resulting oligos in Buyer. Conversely, Buyer acknowledges Company's ownership of its synthesis methods and agrees not to claim any rights over these processes.

10.1.4 Confidentiality and Use. Both Parties agree that all materials and information exchanged under this Contract shall be treated as Confidential Information, with Buyer being the disclosing party for sequences, designs and resulting oligos, and Company being the disclosing party for synthesis, methodologies and techniques relating to the production of the oligos.

10.2 Subject to Section 10.1, all intellectual property rights in the Products shall at all times remain vested in the Company.

11. HEALTH, SAFETY AND WASTE

The Buyer shall ensure that:

- (i) the specification of the Products is safe for the intended use;
- (ii) the Products are handled in a safe manner; and
- (iii) any waste originating from the Products is disposed of in accordance with any relevant regulations.

12. INDEMNITIES

Except where the claim arises as a result of the negligence of the Company, the Buyer shall indemnify the Company in respect of any claim which may be made against the Company:

- (i) arising in connection with the Buyer's use of the Products;
- (ii) alleging that the use to which the Products are put infringes the intellectual property rights of any third party.

13. TERMINATION

13.1 Either party may terminate the Contract by written notice to the other party if (i) the other party commits a material breach of any term of the Contract and fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach and requiring its remedy; or (ii) the other party commits a material breach of any term of the Contract that is not capable of remedy.

13.2 In the event that the Buyer becomes bankrupt or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), the Company shall be entitled immediately to terminate the Contract without notice and without prejudice to any other rights of the Company hereunder.

13.3 Upon termination of the Contract for any reason (i) all amounts owed by the Buyer to the Company shall become immediately due and payable; (ii) the Company may, at its option, cancel any unfulfilled orders and refuse to make any further deliveries; (iii) each party shall return or destroy all Confidential Information of the other party in accordance with Section 18.5; and (iv) termination shall not affect any rights or obligations that have accrued prior to termination.

13.4 The following provisions shall survive termination of the Contract: Section 3 (Payment) with respect to amounts accrued prior to termination, Section 7.4 (Indemnity), Section 9 (Limit of Liability), Section 10 (Intellectual Property Rights), Section 12 (Indemnities), this Section 13, Section 15 (Governing Law), and Section 18 (Confidentiality).

14. FORCE MAJEURE

14.1 The Company shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure and inability to obtain equipment.

14.2 If an event of force majeure exceeds thirty (30) days the Company may cancel the Contract without liability.

15. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the substantive laws of England and Wales, exclusive of its choice of law provisions, and the parties hereby submit to the exclusive jurisdiction of the courts of England. Either party shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgment or order obtained from an English court.

16. AMENDMENTS TO TERMS & CONDITIONS

The Company may amend these Terms & Conditions by publishing the amended version on its website (www.atdbio.com) with a notice specifying an effective date no earlier than ninety (90) days from publication. The Company shall use reasonable efforts to notify registered customers of material amendments by email, but publication on the website shall constitute sufficient notice regardless of whether individual notification is provided. The amended Terms & Conditions shall apply to all orders placed on or after the effective date specified in the notice. If the Buyer does not accept the amendments, the Buyer may terminate any ongoing contractual relationship by written notice to the Company prior to the effective date. Failure to provide such notice of termination shall constitute acceptance of the amended Terms & Conditions. Amendments shall not affect rights and obligations relating to Products delivered prior to the effective date.

17. PRODUCT-SPECIFIC TERMS AND CONDITIONS

Additional terms and conditions govern the use of certain Products and are specified in the quotation if the Product is a custom product and in the respective product manuals. Such additional terms and conditions shall take precedent in the event of any inconsistency with these Terms & Conditions.

18. CONFIDENTIALITY

18.1 "Confidential Information" means all information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings,

engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information shall not include information that: (i) is or becomes publicly available through no breach of this Section 18 by the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party without any obligation of confidentiality; (iii) is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

18.2 The Receiving Party shall: (i) protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care; (ii) not use the Disclosing Party's Confidential Information except as necessary to fulfil its obligations or exercise its rights under the Contract; and (iii) not disclose the Disclosing Party's Confidential Information to any third party except to its employees, agents, and professional advisers who have a legitimate need to know and who are bound by confidentiality obligations at least as protective as those set forth herein.

18.3 If the Receiving Party is compelled by law or court order to disclose Confidential Information, it shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall cooperate with the Disclosing Party in seeking such protective order or other remedy.

18.4 The obligations set forth in this Section 18 shall survive termination of the Contract and shall continue for a period of five (5) years from the date of disclosure of the Confidential Information.

18.5 Upon termination of the Contract or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, and certify in writing to the Disclosing Party that it has done so.