



GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS

1 DEFINITIONS

In these General Terms and Conditions of Sale of Products by MIMETAS, (hereinafter, "General Terms and Conditions") the following defined terms shall have the meaning set out below:

- 1.1 **MIMETAS** means MIMETAS B.V. with its headquarters located in Oegstgeest, the Netherlands, and registered under chamber of commerce number 53898737, and all of its affiliates and subsidiaries.
- 1.2 **Agreement** means any offer, purchase order or other confirmation under which MIMETAS offers, confirms or supplies the Products to the Customer.
- 1.3 **Confidential Information:** means any and all information and knowledge concerning MIMETAS' Products, their use and fabrication, prices and other financial terms, including any information provided by MIMETAS that is marked as confidential.
- 1.4 **Customer** the natural or legal person with whom MIMETAS has entered into or intends to enter into an Agreement.
- 1.5 **Documentation** means MIMETAS' written user manuals, Product specification sheets, user guides or similar technical instructions for use of a Product in effect on the date MIMETAS delivers such Product to the Customer (either provided with the Product or listed on MIMETAS' website).
- 1.6 **Party** means either MIMETAS or the Customer, who may also collectively be referred to as the "**Parties**".
- 1.7 **Product** means any and all MIMETAS branded OrganoPlate[®] tissue culture chips, equipment, instruments, accessories or peripherals sold or otherwise made available by MIMETAS to Customer under an Agreement.
- 1.8 **Specifications** means MIMETAS' written technical specifications for a Product in effect on the date MIMETAS delivers the Product, either provided as part of the Documentation or on MIMETAS' website.

2 GENERAL PROVISIONS

- 2.1 These General Terms and Conditions apply to any and all offers made by MIMETAS, purchase orders issued by Customer and any agreement between MIMETAS and the Customer regarding the sale and delivery of Products to the Customer.
- 2.2 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties in respect of the sale and delivery of Products and apply in preference to and supersede any and all terms and



conditions of any order placed by the Customer and any other terms and conditions submitted by the Customer. MIMETAS explicitly rejects the applicability of any general (purchase) conditions used by the Customer. Failure by MIMETAS to explicitly object to the terms and conditions set by the Customer will in no event be construed as an acceptance of any of the terms and conditions of the Customer. Deviations from these General Terms and Conditions will only apply if and to the extent that they have been explicitly agreed to in writing by MIMETAS. If any provision of these General Terms and Conditions is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in the General Terms and Conditions; this shall not invalidate any of the remaining provisions hereof and the Parties shall use reasonable efforts to replace the invalid or unenforceable provision by a valid provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision. If, according to the Agreement concluded between the parties, the Customer consists of several legal entities, each of these legal entities is and will be jointly and severally liable towards MIMETAS for performance of the Agreement.

- 2.3 By entering into an Agreement on the basis of these General Terms and Conditions, the Customer agrees to the applicability thereof in respect of future Agreements even if this is not expressly stated.

3 OFFER AND FORMATION OF THE AGREEMENT

- 3.1 Unless explicitly stated otherwise, offers made by MIMETAS are without obligation.
- 3.2 MIMETAS prepares any offer based on the information supplied by, or on behalf of the Customer. The Customer cannot derive any rights from an offer that is based on incorrect or incomplete information supplied by, or on behalf of the Customer. Any information with regard to expected results or performance supplied through the offer of MIMETAS is indicative and not binding.
- 3.3 The Agreement shall take effect as soon as the Agreement made between the Parties has been signed by the Customer and made available to and accepted by MIMETAS. Customer may not cancel or modify accepted Agreements for Products unless MIMETAS accepts such cancellation or modification in writing.

4 ALLOWED USE, TITLE AND DELIVERY

- 4.1 Customer acknowledges and agrees that the use of Products by the Customer will be explicitly limited to in-house laboratory research use only. No other right is granted to the Customer whether expressly, by implication, by estoppel or otherwise. For clarity, any (i) diagnostic and therapeutic use, (ii) use of the Products in foods, cosmetics, drugs or medical devices for humans or animals, and (iii) any reselling, distributing, transfer, use for the provision of services to third parties of Products or Documentation applicable to MIMETAS Products to any third party by the Customer, is explicitly prohibited. Customer is explicitly prohibited to (de)compile, modify, improve, reproduce, reverse engineer, transfer, disassemble, distribute, market and/or sell, in whole or in part, any Products of MIMETAS. Customer further represents and warrants that it will not knowingly use any Product in any way that would infringe any third-party intellectual property rights.



- 4.2 Unless indicated otherwise in an Agreement, delivery of Products shall take place ex Works at MIMETAS' facilities, as selected at the discretion of MIMETAS, in conformity with the conditions of the latest version of Incoterms published by the International Chamber of Commerce as applicable on the date of the Agreement, and subject to Section 4.4.
- 4.3 Customer will use reasonable care in using, handling, storing, transporting and disposing of the Products in accordance with the Documentation, and ensure that Products are used and handled only by qualified laboratory personnel under Customer's immediate and direct control and who have been trained to use the Products.
- 4.4 Title to any Products will remain with MIMETAS until Customer has paid to MIMETAS all outstanding amounts pursuant to the Agreement.
- 4.5 Any times or delivery dates set forth in an Agreement are indicative in nature and not binding, unless this has been expressly agreed upon in advance and in writing.

5 CONFIDENTIALITY

- 5.1 Customer shall not disclose MIMETAS' Confidential Information obtained in relation to the Agreement or during its execution. Customer shall procure that its employees, affiliates or third parties engaged to perform the obligations under the Agreement will keep secret and will not disclose such Confidential Information, other than referred to in Section 5.2.
- 5.2 The foregoing shall not apply to Confidential Information which (i) is or becomes part of the public domain without fault on the part of the Customer; (ii) was already known by the Customer, other than as a result of Customer's breach of any legal obligation; (iii) becomes known to the Customer on a non-confidential basis through disclosure by sources other than MIMETAS, and having the legal right to disclose such Confidential Information; or (iv) is independently developed by Customer, as can be shown by written records, without reference to or reliance upon MIMETAS' Confidential Information. If Customer is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of MIMETAS' Confidential Information, Customer will give MIMETAS prompt written notice thereof and Customer will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Customer will cooperate reasonably with MIMETAS in any efforts to seek a protective order.

6 LIMITED LICENSE

- 6.1 The Products and their use are covered by one or more patents owned and/or in-licensed by MIMETAS. Subject to these General Terms and Conditions, Customer is granted a non-exclusive and non-transferable limited license under MIMETAS' intellectual property rights to use the Product in accordance with the Product Documentation and subject to the terms of Section 4.1.
- 6.2 Except for the limited license expressly granted in Section 6.1, no right or license under any intellectual property rights of MIMETAS is granted to Customer, whether by implication, estoppel or otherwise and such rights are expressly reserved to MIMETAS and its affiliates. Title to and ownership of the intellectual property rights of embodied in, and related to the



manufacture or use of, the Products will at all times remain the property of MIMETAS or its licensors, as applicable.

- 6.3 Without limiting the limited license expressly granted under Section 6.1, Customer is solely responsible for determining whether it has all the intellectual property rights that are necessary for its intended use of a Product and whether it may be required to obtain any intellectual property rights from a third party.

7 FEES AND EXPENSES

- 7.1 Customer shall pay to MIMETAS the prices and fees specified in the Agreement. All prices and fees are excluding value-added tax ('VAT') and duties (including export or import duties), permits and licenses, freight or insurance and inspection and any other taxes or government levies, as well as costs for transport and delivery, which are borne by the Customer unless explicitly stated otherwise in the Agreement. If in consultation with the Customer deviations from the Agreement between MIMETAS and the Customer are made, the costs deriving from such deviations are invoiced to the Customer against the prices and fees that apply at such time.
- 7.2 Unless otherwise stated in the Agreement, payment will be made, without any deduction, discount or debt settlement, within thirty (30) days of the date of invoice for Services delivered by MIMETAS. Payment shall be into the bank account mentioned in the invoice.
- 7.3 Customer will pay a late fee of 1% (one per cent) per month on any overdue amounts. All costs and expenses incurred by MIMETAS with respect to the collection of overdue payments (including, without limitation, reasonable attorney fees, expert fees, court costs and other expenses of litigation) are for the Customer's account. If any portion of an invoice is disputed, then Customer shall pay the undisputed amounts and the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable.
- 7.4 In the event of a jointly commissioned Agreement involving more than one Customer, all Customers are jointly and separately liable for payment of the full fee charged under the Agreement.

8 INSPECTION AND ACCEPTANCE

- 8.1 Customer will have the right to inspect received Products for defects and/or non-conformance with the Product Specifications for a period of ten (10) days after receipt of the Product at Customers facilities. A Product will be deemed accepted by Customer unless Customer notifies MIMETAS in writing of any defect or non-conformance relating to the Product within this ten (10) day period. MIMETAS will, at its sole discretion, repair or replace the rejected Product at MIMETAS' cost, which will be Customer's sole remedy for rejected Products.

9 PRODUCT WARRANTY

- 9.1 All Product warranties given by MIMETAS under this section (the "Product Warranty") are personal and may not be transferred or assigned to a third party. MIMETAS makes no warranty of any kind that the Products will satisfy Customer's intended uses or requirements.



- 9.2 MIMETAS warrants that Products will conform to their Specifications for the period (including if applicable the shelf life) after the delivery date that is indicated in the Documentation for such Product. The Product warranty does not apply to, and MIMETAS expressly disclaims any express, implied or statutory warranty for any third-party products or consumables that may be acquired or used with the Products. The Product Warranty also does not apply to, and MIMETAS will have no liability for, any Product non-conformance or defect that is attributable to (i) normal wear and tear, abuse, misuse, improper storage or handling, neglect, accident, unauthorized alterations, modifications or use contrary to the Documentation or Specifications (ii) maintenance or repair other than if performed by MIMETAS or with MIMETAS' express authorization (iii) failure to maintain the Products in accordance with the Documentation or Specifications, and (iv) any force majeure event or other external cause.
- 9.3 Except for the Product Warranty expressly set forth in this Section 9, all Products are delivered by MIMETAS "as is" without warranty of any kind. MIMETAS explicitly excludes all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. Any warranty that cannot be disclaimed under applicable law will be limited in duration to the applicable warranty period.

10 LIABILITY AND REMEDIES

- 10.1 MIMETAS' total liability and Customer's exclusive remedy for any cause of action associated with an Agreement, whether based in tort, contract, strict liability or any other legal theory, is expressly limited to replacement of nonconforming Products or payment in an amount not to exceed the total amount of the fees paid or owed by the Customer for the Products from which the liability arises. In no event shall MIMETAS be liable for any other damages including, without limitation, incidental, special, punitive or consequential damages. In any event, a claim will be unenforceable and lapse unless the Customer initiates legal proceedings within a period of 1 (one) year after the Customer has first notified MIMETAS. Furthermore, MIMETAS is not liable for damages, including but not limited to damages related to the infringement of third-party intellectual property rights, resulting from the use of the Products by the Customer.
- 10.2 Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached an Agreement for failure or delay in fulfilling or performing any term of the Agreement and these General Terms and Conditions (other than an obligation to pay an amount) when such failure or delay is caused by or results from events beyond the reasonable control of the non-performing Party, including fires, floods, earthquakes, hurricanes, embargoes, shortages, epidemics or pandemics, quarantines, war, acts of war (whether war be declared or not), terrorist acts, insurrections, riots, civil commotion, strikes, lockouts, or other labour disturbances (whether involving the workforce of the non-performing Party or of any other person), acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing Party shall notify the other Party of such force majeure within thirty (30) days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.



11 GOVERNING LAW AND JURISDICTION

- 11.1 These General Terms and Conditions, any and all Agreements and any and all offers made by MIMETAS are exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for International Sale of Goods (CISG) does not apply.
- 11.2 Any disputes arising out or in connection with an Agreement, which cannot be solved amicably within a month after the dispute arose, will be submitted to the competent court in The Hague, it being understood that MIMETAS reserves the right to bring any dispute before the courts of the Customer's place of residence.