Standard Terms and Conditions of Sales of Goods and Services for US entities

PART I- GENERAL TERMS AND CONDITIONS

1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

a) These general terms and conditions of sale ("GTC") apply to the sale of the Goods (as hereinafter defined) and Services (as hereinafter defined) as set out in the Quotation provided by the Sartorius entity ("Sartorius"), to which these terms are appended (the "Quotation"). The Quotation defines the Price, Delivery and any other special conditions which will apply. Sartorius shall supply and the Customer (as hereinafter defined) agrees to purchase the Goods and (if applicable) the Services in accordance with and on the basis of these GTC which together with the Specifications (as hereinafter defined) and the Quotation constitutes the "Agreement".

b) The Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted such other terms. Fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement.

c) These GTC contain three (3) parts (each, a "Part" and collectively the "Parts"). Part I contains "General Terms and Conditions," which shall be applicable to all sales of Goods and Services. Part II of this Agreement contains "Terms and Conditions for Sale of Goods," which shall be applicable to the sales of Goods, as the case may be, in addition to the provisions of Part I. Part III of this Agreement contains "Terms and Conditions Sale of Services" which shall be applicable to sales of Services, as the case may be, in addition to the provisions of Part I.

d) Any of the following shall constitute Customer's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the Good(s) or Services thereunder; (iii) acceptance of any shipment or delivery of Good(s) or provision of Services thereunder; (iv) payment for any of the Good(s) or Service(s); (v) the date when Customer has downloaded or installed a Software or (vi) any other act or expression of acceptance by Customer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or Services covered by the Quotation, the terms and conditions in such contract shall prevail to the extent they are inconsistent with these GTC.

e) These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions.

f) No variation to these GTC shall be binding unless agreed in Writing between the authorized Representatives of the Customer and Sartorius.

2) DEFINITIONS

In these GTC:

"**Affiliate**" means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with a Party, whether at the time of this Agreement or in the future, for so long as such control exists. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

"Applicable Law" means all applicable laws, rules, regulations, orders, codes of practice, research governance or ethical guidelines (such as, but not limited to, Institutional Review Board (IRB)/Ethics approvals), general manufacturing or laboratory practice guidelines, biosafety requirements, and other requirements of regulatory authorities as well as any export control regulations and sanction control programs as amended from time to time.

"**Business Day**" means any day other than a Saturday, Sunday or any day which is a federal legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

"**Confidential Information**" means any information disclosed in writing, orally, electronically or in any other form (tangible or intangible) that is confidential or proprietary in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans, strategy, know-how, trade secrets or products (either existing or under development).

"**Consumables**" mean the disposable supplies or consumable products which Sartorius is to supply in accordance with this Agreement.
"**Customer**" means the person or entity who accepts the Quotation of Sartorius for the sale of the Goods or Services, or whose order for the Goods or Services is accepted by Sartorius.
"**Delivery Location**" means the location specified in the Quotation to which Sartorius shall procure the delivery of the Goods.
"**Equipment**" shall mean the equipment for the biopharmaceutical, chemical, food and beverage industries and academic sector, which Sartorius is to supply and install in accordance with the Quotation and the Agreement.
"**Force Majeure**" means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.
"**Goods**" means the goods (including any instalment of the goods or any parts for them) which Sartorius is to supply in accordance with the Quotation and this Agreement and may include, where the context so requires, Consumables, Equipment, Instrument, MatTek Offerings, Media or Media Components, System, Reagents, Plasmids and/or Software.
"**Goods Warranty Period**" shall mean the period which begins on the Goods delivery date to the Delivery Location and ends one (1) year after the delivery date; or, in the case of Consumable or of Good with a shorter shell-life, ends the earlier of: (i) one (1) year after the delivery date; or (ii) the expiration of the shelf life(date of expiration or retest date according to the Good concerned) of such Consumable or of such Good. If the Goods delivered are devices Sartorius or its contractors installs at the Customer site, the warranty period starts at the time of completion of installation, but in no event later than two (2) months after delivery.
"**GTC**" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Sartorius.
"**Intellectual Property**" means patents, patent applications, utility models, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, source codes, data bases, trademarks, service marks, trade names and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.
"**Invention**" means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, whether or not patentable, copyrightable, and protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law.
"**MatTek Offerings**" means any Sartorius offering marketed under or associated with MatTek®, Visikol®, or Hurel® for: (a) tissue models produced using donor cells and providing platforms for predictive biology; (b) primary and sub-cultured cells, including primary cells for use in 2D culture and 3D tissue models.
"**Media** or **Media Components**" means biological and/or chemical media compositions, proteins, microcarriers, excipients, preservation solutions, and media supplements supplied in accordance with the Quotation and the Agreement.
"**Object to Be Serviced**" means any object on which the Services are to be performed, including, but not limited to, Goods.
"**Plasmid**" means any gene expression system supplied by Sartorius in accordance with related Quotation and this Agreement.
"**Price**" means the price for the Goods determined in accordance with the Quotation and "Prices" shall be interpreted accordingly.
"**Quotation**" means the Quotation prepared by Sartorius and issued to the Customer.
"**Reagent**" means any transduction reagents, transfection reagents and/or related small molecules and/or buffers supplied by Sartorius in accordance with related Quotation and this Agreement.
"**Representatives**" means Sartorius and Customer's respective employees, agents, consultants, officers, subcontractors and Affiliates.
"**Services**" means the repairs, preventative maintenance, relocations, retrofits, upgrades, installations, calibrations and validation services, together with any spare parts utilized in connection with the foregoing, in connection with Goods and other objects.
"**Services Warranty Period**" means the period which begins on the day of completion of performance the Services and ends ninety (90) days later or such longer period as may be specified by Sartorius to Customer in Writing in the Quotation.
"**Software**" means any proprietary software developed by Sartorius to implement the specified functionality

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but excludes operating systems, networking software, standard database packages, standard peripheral interface software and any third-party software.
"**Specification**" means the description of the Goods and Services and attached to the Quotation (if any) or otherwise provided to the Customer by Sartorius or provided to Sartorius by the Customer (as the case may be), in Writing.
"**System**" means Goods which includes the physical equipment Sartorius is to supply in accordance with this Agreement together with (to the extent applicable) the Software and any other deliverables specified in the Quotation.
"**Term**" means the period beginning on Customer's unqualified acceptance of these GTC, through the earlier of: (i) the time period set forth in the Quotation or (ii) as set forth in the key code if Sartorius is licensing a Software.
"**Writing**" means any written communication by letter or by e-mail.

Any reference in these GTC to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these GTC are for convenience only and shall not affect their interpretation.

3) BASIS OF THE SALE

a) Sartorius shall sell and the Customer shall purchase the Goods or Services in accordance with any written Quotation of Sartorius which is accepted by the Customer, or any written order of the Customer which is accepted in Writing by Sartorius, subject in either case to these GTC, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. Oral agreements shall only become valid when Sartorius confirms the same in Writing.

b) Sartorius's employees or agents are not authorized to make any representations concerning the Goods or Services unless confirmed by Sartorius in Writing. In entering into the Agreement, the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

c) Any advice or recommendation given by Sartorius or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Sartorius is followed or acted upon entirely at the Customer's own risk, and accordingly Sartorius shall not be liable for any such advice or recommendation which is not so confirmed. Marketing and other promotional material relating to the Goods or Services are illustrative only and do not form part of the Agreement. The Customer agrees that, in submitting an order, it has not relied on any representation or statements by Sartorius other than those expressly set out in the Agreement.

d) Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by Sartorius, including Sartorius's website, shall be subject to correction without any liability on the part of Sartorius.

4) ORDERS

a) Sartorius does not represent, warrant or undertake that all of the Goods will be available for order at all times, or until an order is accepted, that Sartorius can supply the volumes requested.

b) No order which has been accepted by Sartorius may be cancelled by the Customer except with the agreement in Writing by Sartorius and on terms that the Customer shall indemnify Sartorius in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Sartorius as a result of cancellation.

5) PRICE

a) Sartorius may change its prices at any time without notice. The Price shall be as stipulated in the Quotation, or in the event of the Quotation being silent on the matter, in accordance with the list prices in effect at that time Sartorius accepts Customer's order.

b) Except as otherwise stated under the terms of any Quotation or as otherwise agreed in Writing between both the Customer and Sartorius, all Prices are given by Sartorius on a CPT INCOTERMS ® 2020 basis. Customer shall be responsible for paying Sartorius's charges for transport, packaging, freight and insurance and will be charged a surcharge for any tariffs, duties or other governmental charges ("Tariff Surcharge") pertaining to the Goods. Sartorius

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reserves the right to add or revise the Tariff Surcharge upon written notice to the Customer if additional duties (including tariffs) are applied to the Goods between the issuance or acceptance of the Quote, delivery and invoice to the Customer.

c) All Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Sartorius may be subject) (collectively "Tax"), which shall be payable in addition by the Customer. If any amount due under the Agreement is subject to Tax which has the effect of reducing the amount of money which Sartorius would have been entitled to receive or retain from the Customer under the Agreement but for such Tax, the Customer will, at Sartorius's request, pay to Sartorius such additional sum at the rate for the time being prescribed by law for the Tax. Customers within the EU shall be obligated to indicate their Value Added Tax identification number.

d) The Price set forth in the Quotation includes the cost of labor, travel and parts, provided that the Service is performed during the hours covered in these GTC. Charges for services or goods not covered by the Agreement will be invoiced separately at the time of occurrence or delivery and at the prevailing rates.

6) TERMS OF PAYMENT

a) Subject to any additional or other terms agreed in Writing by Customer and Sartorius, Sartorius shall be entitled to invoice Customer for the Price of the Goods and Services on or at any time after shipment of the Goods or performance of the Services, or as otherwise set forth in the Quotation.

b) The Price of the Goods and/or Services provided in the Quotation may be subject to adjustment in the event there is:
   i. a change to the Specifications or a Customer requested change to the delivery date or to the quantities of Goods or Services ordered in the Quotation;
   ii. any failure by the Customer to give Sartorius adequate or accurate information or instructions which causes Sartorius to incur additional cost;
   iii. a failure by the Customer to collect or accept delivery of the Goods or allow performance of the Services in accordance with the Quotation and such increase may include, without limitation, a processing fee amounting to ten per cent (10%) of the Price, per month and for a maximum of two (2) months, after Sartorius has first notified the Customer that the Goods are ready for collection or (as the case may be) Sartorius has tendered delivery of the Goods (the "Stocking Fee"); and/or
   iv. a change to the cost of materials, costs of production, shipment arrangements (including expedited shipment/handing charges), currency or exchange, increases in taxes and duties or terms outside the original terms outlined in the Quote).

c) If, two (2) months after Sartorius has first notified the Customer that the Goods are ready for collection by the Customer or Sartorius has first tendered delivery of the Goods, the Goods have not been collected by the Customer or the Customer has not accepted delivery of the Goods or the Customer has not accepted or allowed performance of the Services in accordance with the Quotation, Sartorius shall be entitled to invoice Customer for the Price of the Goods and or Services and any amount provided for in Clause 6(b) and Customer shall remit payment for such amounts in accordance with the terms in Clause 6(d). Notwithstanding the foregoing, given the perishable nature of the MatTek Offerings, Sartorius shall not be liable for Customer's failure to timely collect or accept delivery, as applicable, and Sartorius shall be entitled to invoice Customer for the Price of the MatTek Offerings regardless of whether Customer timely collects or accepts delivery (as applicable).

d) The Customer shall pay the Price in the invoicing currency within thirty (30) days of the date of Sartorius's invoice, subject to credit approval, TIME BEING OF THE ESSENCE, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Customer.

e) If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to: (i) cancel the Agreement or suspend any further deliveries or performance to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at a varying rate of the lesser of (y) two percentage points per annum above the prime (sometimes called base) rate of interest announced by Citibank, N.A., from time to time and (z) the maximum rate of interest allowed by law.

f) All payments shall be paid in full and cleared funds

without any deduction or set-off or counter claim in accordance with the payment terms on the Quotation.

g) Sartorius may require from the Customer that the latter provide as security for payment, two (2) weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee. The assertion of any rights of retention or offsetting any Customer counterclaims that are not acknowledged by Sartorius, have not been established by final court decision and are not yet ready for a decision in a legal dispute shall not be permitted.

h) Sartorius is not obliged to accept any checks or bills of exchange as method of payment. Acceptance of such payment methods must be agreed upon beforehand and shall occur in any case only on account of performance and will not be considered as performance in full discharge of an obligation. Any related costs will be borne by Customer. Credit notes from checks and bills of exchange will occur by deducting any costs and subject to receipt at the value on the day Sartorius has access to the equivalent value.

7) LIABILITY

a) To the fullest extent permitted by law, Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express terms of the Agreement, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Sartorius, its employees, Affiliates or agents or otherwise) which arise out of or in connection with the execution of the Agreement, except as expressly provided in these GTCs.

b) Sartorius shall not be liable for the correct choice of Goods for the purpose intended in the individual case and for the correct linkage of such Goods to one another or to items of the Customer. This shall be the sole responsibility of the Customer or of such person who links and installs the Goods on behalf of Customer. Sartorius disclaims any and all liability for faulty and/or false connections of Goods and for any use that is non-compliant with Applicable Law in the country of use.

c) Sartorius shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Sartorius's obligations under the Agreement, if the delay or failure was due to any Force Majeure event.

d) TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, SARTORIUS'S TOTAL AGGREGATE LIABILITY UNDER, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT (INCLUDING OBLIGATIONS OF INDEMNITY) OR IN ANY OTHER MANNER WILL NOT EXCEED, IN TOTAL, THE LESSER OF: I) CUSTOMER ACTUAL DIRECT DAMAGES; OR II) THE PRICE WHICH CUSTOMER HAS PAID SARTORIUS FOR THE GOODS OR SERVICES GIVING RISE TO SUCH CLAIM.

e) WITHOUT PREJUDICE TO CLAUSE 7i) SARTORIUS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY (I) LOSS OF PROFIT OR REVENUES; (II) LOSS OF OR DAMAGE TO DATA OR INFORMATION SYSTEMS; (III) LOSS OF CONTRACT OR BUSINESS OPPORTUNITIES; (IV) LOSS OF ANTICIPATED SAVINGS; (V) LOSS OF GOODWILL; OR (VI) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE.

f) Neither Party will be liable to the other for any breach of this Agreement to the extent that such breach is caused by a breach of this Agreement by the other Party.

g) Sartorius shall have no liability whatsoever for any damages suffered, directly or indirectly, by any person as a result of (i) the operation or the use of Goods in combination with any other hardware or software or any other product not supplied by Sartorius; (ii) any modification to the Goods or any of its components, including without limitation, the Software, made by the Customer or any third party; (iii) use of any third party software provided by Sartorius hereunder; and/or (iv) any words, description, trademarks, devices and other matters printed on the Goods at the Customer's request or in accordance with the Customer Specification.

h) Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express or implied terms of this Agreement for any alleged or actual infringement of third-party Intellectual Property by the Customer's use,

modification, alteration, enhancement, improvement, further processing or combination (including, but not limited to the combination with third-party products) of the Goods on or after the delivery date.

i) If Customer provides Sartorius with instructions, Specifications or requirements for the provision of customized Goods, Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express or implied terms of this Agreement for any alleged or actual infringement of third-party Intellectual Property by these customized items or their use by the Customer.

j) In the event that the Goods supplied under this Agreement are Goods which form a System, the Customer shall indemnify and hold Sartorius harmless from and against any claim or threatened claim for damages, penalties, costs and expenses (including reasonably attorneys' fees) arising, directly or indirectly from (i) the manufacture, use, sale, distribution, marketing or commercial exploitation of any pharmaceutical product or other substance or derivation by the Customer using the System; or (ii) modification of the System by the Customer or any third party.

k) Save where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless from all claims against Sartorius brought by the Customer's own Representatives resulting from personal injury or death or loss of property which arise whilst at Sartorius' premises or while the Customer's Representatives are interfacing with, or assisting Sartorius in its work (if any) at the Customer's site.

8) TERMINATION

a) This Agreement may be terminated immediately by either Party serving notice in writing to the other Party where the other Party: (i) commits a material breach of this Agreement and such breach, if remediable, is not remedied within twenty (20) Business Days of receiving written notice to do so; or (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, or is otherwise unable to pay its debts as they generally become due; or (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or credit in the ordinary course conduct of its ongoing business or is petitioned into bankruptcy; or (v) conducts a material change in its management or control.

b) If this clause applies then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to cancel the Agreement or suspend any further deliveries or performances under the Agreement without any liability to the Customer, and if the Goods have been delivered and/or the Services performed but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9) INDEMNIFICATION

a) Customer agrees to indemnify, defend and hold harmless Sartorius from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with (i) any claim of infringement of any Intellectual Property or other proprietary rights of any third party to the extent that the Goods were manufactured or used pursuant to Specifications supplied or required by Customer; (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Goods sold pursuant to the Agreement, or any products or items manufactured using such Goods, or relating to the products items or equipment serviced under the Agreement, except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Sartorius' willful misconduct or gross negligence; (iii) the negligence and/or willful misconduct of Customer, its employees or agents; (iv) any failure of the Customer and/or its Representatives to comply with Applicable Law and/or related Specifications; or (v) Customer's breach of this Agreement.

b) Sartorius agrees to defend and indemnify Customer and hold Customer harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with the negligence and/or willful misconduct of Sartorius, its employees or agents.

10) INSURANCE

The Customer shall maintain, at its own cost and

expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance and maintain such coverage and limits in commercially reasonable amounts. Customer shall further maintain, at its own cost an expense, workmen's compensation insurance and any other insurance required by law, in commercially reasonable amounts. Customer shall, promptly upon Sartorius' written request, furnish Sartorius certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

11) COMPLIANCE REQUIREMENTS

a) The Customer and Sartorius shall comply with their respective obligations and Applicable Law.

b) The Customer is solely responsible to comply with any legal or regulatory obligations relating to its use of the Goods. The Customer is solely responsible to order and purchase the appropriate and relevant quality grade of the Goods and/or Services, consistent and in accordance with the Customer's intended use, Sartorius disclaims any liabilities in this regard.

c) The Customer also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Sartorius, in violation of Applicable Law of the competent authorities. Further, the Customer shall neither use any Goods, Service, information, Software and technology offered by Sartorius in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

   Goods and Services may be subject to international and national export restrictions. Acceptance and delivery of the order will be done in strict compliance with the appropriate legal provisions and embargo regulations. Acceptance and execution of orders for Goods and Services requiring approval is subject to the issue of applicable export licenses by the relevant country authorities. In case Goods and Services require approval, the parties agree to work together on an appropriate End-User-Declaration stating the precise use of the Goods and Services and including an informative company profile. Goods and Services will be supplied exclusively for civil and peaceful purposes. With the purchase order, the Customer agrees to comply with all Applicable Laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

d) It is expressly understood and agreed that Customer shall be solely responsible for (i) identifying and complying with all Applicable Laws for its industry and (ii) taking all necessary actions to test and validate the Good supplied by Sartorius. It is acknowledged and agreed that the foregoing shall apply to products, regardless of their process stage and/or name (product, final or intermediate product, material, and the like), that may be generated by or in connection with the use of the Good. For the avoidance of doubt, where applicable, the Customer shall only use, or permit the use of, the Goods for manufacture purposes which do not include the administration or application of the Goods or products embodying the Goods to (i) humans unless the Good is specifically commercialized by Sartorius for direct administration to humans or (ii) animals, except in accordance with Applicable Law and usage specified, and instructions given, by Sartorius in writing.

e) Data protection: Sartorius will request, process and use personal data from Customer to manage Customer's requests, claims, orders or repairs and for the continuing relationship management to Customer. Some of those data processing activities are handled on behalf of Sartorius by Sartorius Corporate Administration GmbH, Germany, its Affiliates or external service providers. These companies may be based worldwide, including areas outside the European Union. For all cases involving a transfer of personal data, Sartorius will ensure compliance with data protection regulations. Furthermore, Sartorius will transfer such data to authorities, if there is an existing legal obligation for Sartorius to do so. Individuals have the right to access their data processed by Sartorius and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. For further information see Sartorius' data protection policy posted at https://www.sartorius.com/en/data-protection.

f) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act: Customer acknowledges that: (a) Sartorius may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and, (b) Sartorius may be subject to other bribery and corruption laws, including without limitation the UK Bribery Act and

local laws for the jurisdictions covered thereunder. Customer further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause Sartorius to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and corruption law.

g) Sartorius will procure human-origin materials used in MatTek Offerings from suppliers or medical providers that are contractually responsible for obtaining legally sufficient informed consent from donors and, where applicable, for donor eligibility screening, consistent with Applicable Law and recognized ethical standards. Sartorius does not provide, and Customer shall not rely on Sartorius for, advice regarding Customer's ethical approvals or study governance.

h) Without limiting any of the foregoing, with respect to MatTek Offerings, Customer is solely responsible for (i) obtaining and maintaining, at its own cost, all Institutional Review Board (IRB)/Ethics Committee approvals, biosafety approvals, and any other regulatory, ethical, or institutional authorizations required for Customer's intended use of the MatTek Offerings and for the handling, storage, use, transfer, and disposal of human-origin materials; (ii) determining the legal and regulatory status of its research program; and (iii) ensuring that its use, handling, storage, disposal, shipment, and receipt of the MatTek Offerings comply with Applicable Law, including, as relevant, requirements of the U.S. FDA, EU, and local authorities governing HCT/Ps, tissue banking, biospecimen research, and biosafety; quality system regulations; IRB/Ethics approvals; and import, export, and customs controls; (iv) identifying and complying with all import and export laws and permit, license, and approval requirements applicable to the shipment, receipt, and use of human-origin materials and associated documentation, including any origin, consent, or ethics attestations. Customer shall not export, re-export, or transfer any MatTek Offerings or related technical data, contrary to export control, sanctions, or human tissue regulations. Customer represents and warrants that it will use the MatTek Offerings only in compliance with Applicable Law and any relevant approvals, policies, and procedures.

i) Customer shall maintain reasonable records enabling traceability of MatTek Offerings. Customer shall promptly, and in no event later than one (1) Business Day after receiving written notice from Sartorius, cooperate with any product hold, field correction, withdrawal, or recall initiated by Sartorius or required by a competent authority with respect to MatTek Offerings, including ceasing use and quarantining or destroying inventory and providing use and distribution information upon request. Sartorius may, in its discretion, replace or refund affected MatTek Offerings, which shall be Customer's sole and exclusive remedies.

j) If any regulatory authority or ethics body raises questions, concerns, or requests information—whether orally or in writing—regarding any MatTek Offering (other than Customer's use of a MatTek Offering), Customer shall notify Sartorius in writing within twenty-four (24) hours of such communication and shall permit Sartorius to address or respond directly to such inquiries.

12) MISCELLANEOUS

a) Any notice required or permitted to be given by either party to the other under these GTC shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

b) No waiver by Sartorius of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any purported waiver by Sartorius will be void and ineffective unless it is in writing and signed by a properly authorized Representative of Sartorius.

c) If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GTC had they been aware of the ineffectiveness or omission of the provision(s) in question.

d) The Agreement shall be governed by the laws of New York excluding its provisions governing conflicts of laws. The United Nations Convention on Contracts for

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the International Sale of Goods (CISG) of April 11, 1980 shall not apply. Customer and Sartorius hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Suffolk or the United States District Court for the Eastern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement.

e) Each party undertakes that it will keep any Confidential Information confidential and it will not (i) use or disclose the other Party's Confidential Information to any persons except that it may disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction. Each party acknowledges that damages alone will not be an adequate remedy for any breach or violation of its obligations of this section and that, in addition to all other remedies to which the other party may be entitled under the Agreement or otherwise, such other party will be entitled to seek injunctive relief, including specific performance with respect to said obligations. Sartorius may, and the Customer hereby acknowledges and agrees, use and exploit residuals for any purpose after the return or destruction of Customer's Confidential Information without breach of its confidentiality obligations hereunder. As used herein, residuals shall mean information of any intangible form, including but not limited to ideas, concepts, techniques and/or understandings retained in the unaided memory of Sartorius' Representatives as a result of their review, evaluation and testing of the Customer's Confidential Information.

f) Orders are not assignable or transferable, in whole or in part, without the express written consent of Sartorius.

g) Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its Goods, Services, or to these GTC must be approved by Sartorius prior to its use or release.

h) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Sartorius' or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of a third party's products or services.

i) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of Sartorius subject to the other terms of these GTC in relation to the Goods and Services), and personnel.

j) Nothing in this document is intended to create any rights in third parties against Sartorius.

k) No Jury Trial: CUSTOMER AND SARTORIUS EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PART II- TERMS AND CONDITIONS FOR SALE OF GOODS

If Customer is purchasing Goods from Sartorius, the following provisions shall exclusively apply in relation to the purchase and sale of Goods, and Goods only, in addition to the provisions of Part I of these GTC:

13) SPECIFICATIONS

a) The Customer shall be responsible to Sartorius for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer ("Customer Specification"), and for giving Sartorius any necessary information relating to the Goods within a sufficient time to enable Sartorius to perform the Agreement in accordance with its terms.

b) The quantity, quality and description of and any

Specification for the Goods shall be those set out in Sartorius' Quotation.

c) If the Goods are to be manufactured or any process is to be applied to the Goods by Sartorius in accordance with a Customer Specification submitted by the Customer, the Customer shall indemnify Sartorius against all loss, damages, costs and expenses awarded against or incurred by Sartorius in connection with or paid or agreed to be paid by Sartorius in settlement of any claim for infringement of Intellectual Property of any third party which results from Sartorius' use of the Customer's Specification.

d) Human biological materials are inherently variable. Lot-to-lot variability, donor-to-donor variability, and changes over shelf-life may affect performance. Therefore, with respect to the MatTek Offerings, any performance data, markers, or phenotypic attributes stated in Specifications, certificates, or product literature are ranges or typical values unless expressly guaranteed in Writing.

e) Sartorius reserves the right to make any changes (i) in the Specification or, if applicable Customer Specification of the Goods which are required to conform with any applicable safety or other statutory requirements; and/or (ii) where the Goods are to be supplied to Sartorius's Specification, to the components, functionality or performance characteristics of the Goods supplied under an order already in place, provided that the Goods continue to conform in all material respects with the Specification or Customer Specification in force at the time of the order.

14) DELIVERY

a) The Goods will be delivered to the Delivery Location on or before the dates specified in the Quotation. Sartorius will notify the Customer in Writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely and will provide a revised estimate, if possible. The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment or the Agreement. Unless the Parties otherwise agree, packaging material is to be disposed of by the Customer at the Customer’s expense.

b) Sartorius will use its reasonable efforts to meet delivery dates, but such dates are approximate only and time of delivery is not of the essence and Sartorius shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Sartorius in advance of the quoted delivery date upon giving reasonable notice to the Customer.

c) The Customer acknowledges that any variance in the quantities of the Goods ordered up to ten percent (10%) more or ten percent (10%) less than the quantity ordered will not be regarded as a failure of Sartorius to supply the Goods ordered, provided that Sartorius will only invoice the Customer for, and the Customer will only be obliged to pay for, the quantity actually delivered.

d) If Sartorius is entirely unable to deliver the Goods for any reason other than any cause beyond Sartorius's reasonable control or the Customer's fault, and Sartorius is accordingly liable to the Customer, Sartorius's liability shall be limited to the Price of the Goods that Sartorius failed to deliver.

15) RISK AND PROPERTY

a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be provided at Sartorius's premises, at the time when Sartorius notifies the Customer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at Sartorius’s premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Sartorius has tendered delivery of the Goods.

b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these GTCs, the property in the Goods shall not pass to the Customer until Sartorius has received in cash or cleared funds payment in full of the Price of the Goods.

c) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Sartorius's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Sartorius's property and take all reasonable care of the Goods and keep them in the condition in which they were delivered and inform Sartorius immediately if it becomes subject to any insolvency type event and permit, upon reasonable notice, Sartorius to inspect the Goods during the Customer’s normal business hours and provide Sartorius with such information concerning the Goods as Sartorius may request from time to time. Until such time as the Customer becomes aware or ought reasonably to have become aware

that an insolvency type event has occurred or is likely to occur, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Sartorius for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. If the Customer resells the Goods in accordance with the foregoing, title shall pass to the Customer immediately prior to the resale If, at any time before title to the Goods has passed to the Customer, the Customer informs Sartorius, or Sartorius reasonably believes, that the Customer has or is likely to become subject to an insolvency type event, Sartorius may (i) require the Customer to re-deliver the Goods to Sartorius (at the expense of the Customer if so requested by Sartorius); and/or (ii) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

d) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Sartorius shall be entitled at any time to require the Customer to deliver up the Goods to Sartorius and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Sartorius, but if the Customer does so all moneys owing by the Customer to Sartorius shall (without prejudice to any other right or remedy of Sartorius) forthwith become due and payable.

16) WARRANTIES AND REMEDIES

a) Subject to the conditions set out herein, Sartorius provides to Customer a limited warranty that the Goods, under normal usage and with regular recommended Service, will be free from defects in material and workmanship and that, at the time of delivery, the Goods will conform substantially to the Specifications issued by Sartorius for the applicable Goods. Sartorius's entire liability for a breach of this warranty shall be for Sartorius, at its option and cost, to repair or to replace the affected Good(s), or, if Sartorius is unable to effect such within a reasonable time, to refund the amount Customer paid for the affected Good(s) upon Customer's return of such Goods to Sartorius. Customer shall serve written notice to Sartorius (i) in the case of defects discoverable by a physical inspection, (a) not later than five (5) Business Days from the arrival of the Goods at the Delivery Location or (b) for MatTek Offerings, not later than twenty-four (24) hours from the arrival of the MatTek Offerings at the Delivery Location; or (ii) except with respect to MatTek Offerings, in the case of latent defects, within a reasonable period of time from arrival of the Goods at the Delivery Location or, according to Applicable Law, from the date Customer identifies such latent defects, that some or all of the Goods do not comply with this Clause 16(a) and shall identify in sufficient detail the nature and extent of the defects. The Customer will be deemed to accept the Goods if it does not notify Sartorius of any failure of the Goods to comply with the Specifications within the time periods set out above. This warranty shall be void if (i) the Goods are used after Customer notifies Sartorius that such Goods do not comply with this Clause 16(a), or (ii) Customer fails to pay the total Price for the Goods by the due date for payment. The Customer will comply with Sartorius' return policy, as may be updated by Sartorius from time to time, including any updates to the returns policy which are instead of or in addition to the procedures and timelines set out above. Similarly, and subject to the conditions set out herein, Sartorius provides to Customer a limited warranty that the Reagents and Plasmids, will be stable during the Goods Warranty Period, being understood that the stability of the Reagent and/or Plasmid may however be modified when the Reagent and/or Plasmid is mixed to constitute a compound.

b) The above warranty is given by Sartorius subject to the following conditions: (i) Sartorius shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Customer' Specification supplied by the Customer; and (ii) Sartorius shall be under no liability in respect of any defect arising from normal wear and tear, accident, disaster or Force Majeure event, misuse, fault or willful damage, negligence, abnormal working conditions, power surges or electrical failures, failure to follow Sartorius's instructions (whether oral or in writing) as to storage, handling, use, expiry, installation, commissioning, maintenance, return or disposal of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without Sartorius's approval; (iii) Sartorius shall be under no

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liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts or materials not manufactured by Sartorius, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Sartorius; (v) Sartorius shall be under no liability in regarding the effectiveness of the Reagent and/or Plasmid once it has been incorporated into another product or mixed to constitute a compound; (vi) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where the Customer uses any Goods after notifying Sartorius that such Goods do not comply with Clause 16(a) hereof; (vi) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer. **ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR ANY OTHER TAMPERING WITH, THE GOODS PERFORMED BY ANY OTHER PERSON OUTSIDE OF SARTORIUS, WITHOUT PRIOR WRITTEN APPROVAL FROM SARTORIUS, USE OF ANY PARTS NOT SUPPLIED BY SARTORIUS FOR SUCH GOODS, OR USE OF THE GOODS IN A BSL 3/4 ENVIRONMENT WILL IMMEDIATELY AND AUTOMATICALLY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO SUCH GOODS. THE WARRANTY PROVIDED HEREUNDER MAY ALSO BE CANCELLED AND VOIDED BY SARTORIUS IN THE EVENT CUSTOMER SHIPS THE GOODS OUTSIDE THE COUNTRY TO WHICH SARTORIUS SHIPPED THE GOODS**. Notwithstanding the foregoing, MatTek Offerings may used in BSL-3 and BSL-4 environments.

SARTORIUS' WARRANTIES EXTEND ONLY TO THE CUSTOMER NAMED ON THE QUOTATION AND CUSTOMER CANNOT TRANSFER THE WARRANTY. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN CLAUSE 16(a), SARTORIUS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES, DURING OR AS PART OF THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY, (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

c) In addition to the foregoing, the following clarifications apply with respect to the warranty for MatTek Offerings: (a) due to the nature of human-origin materials, Sartorius does not warrant biological performance for Customer's specific application or the achievement of any particular scientific result; (b) Sartorius' warranty does not cover changes in phenotype, marker expression, or functionality resulting from storage or handling outside of Sartorius' instructions, passage beyond recommended limits, prolonged culture, co-culture, media changes, or protocol deviations; (c) expiration or retest dates reflect expected stability under labeled conditions and do not guarantee performance for any use beyond those conditions; and (d) Customer remains solely responsible for qualification and validation of MatTek Offerings for Customer's intended research uses.

d) **THIS WARRANTY IS EXCLUSIVE AND IS THE SOLE AND EXCLUSIVE OBLIGATION OF SARTORIUS WITH RESPECT TO THE GOODS AND SERVICES AND ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR LAW ARE EXCLUDED TO THE FULLESTEXTENT PERMITTED BY LAW. SARTORIUS SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN CLAUSE 9(b) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.**

e) In no event shall Customer be entitled to make a warranty claim if Customer is in breach of its obligations, including but not limited to payment, hereunder.

17) INTELLECTUAL PROPERTY

a) Notwithstanding any other provision of this Agreement or termination or expiration of this Agreement, Sartorius shall own all right, title, and interest in and to all Intellectual Property related to the Goods owned or controlled by Sartorius as of the Quotation date, and all Intellectual Property that is developed by Sartorius after its written confirmation of the order, provided, that it does not exclusively rely upon or materially utilize: (i) the Confidential Information of Customer; or (ii) Intellectual Property owned by Customer. Except as otherwise expressly provided herein to the contrary, these GTC do not transfer, assign, lease or license to Customer, or otherwise provide Customer with any rights or interests in or to any Intellectual Property owned by

Sartorius. Procurement and maintenance of copyright or Intellectual Property related to the Goods or any other proprietary rights relating to any technology, including any Invention owned by Sartorius shall be carried out or pursued at the discretion and expense of Sartorius. The Customer shall not use or cause or permit the use of the Goods in any manner (i) that confers on any third party any Intellectual Property in or to the Goods or (ii) that creates a contractual, legal or regulatory obligation to disclose Sartorius's sale of the Goods to Customer.

b) Should the Goods, or any part thereof, become, or in Sartorius's opinion be likely to become, the subject of any claim of infringement, the Customer shall permit Sartorius, at Sartorius's option and expense, to either (i) procure for the Customer the right to continue using the same; or (ii) replace or modify the Goods (or the affected parts or elements thereof) to render it or them non-infringing, provided that such replacement and/or modification do not materially affect the functionality or efficiency of the Goods. Sartorius's obligations under this clause will not apply to Goods modified or used by the Customer other than in accordance with the Agreement or Sartorius' instructions. The Customer will indemnify Sartorius from and against all losses, damages, liability, costs and expenses incurred by Sartorius in connection with any claim arising from such modification or use.

c) In relation to trademarks affixed to or incorporated within the Goods, use of the trademarks will be in accordance with this Agreement and with Sartorius's (or licensor's) brand guidelines (if any) supplied to the Customer from time to time and all goodwill associated with the use of trade marks will accrue to the benefit of Sartorius (or its licensor) and at the request of Sartorius, the Customer will at its own cost, sign all documents and do all things necessary to assign such goodwill to Sartorius or Sartorius's licensor as the case may be. The Customer undertakes not to apply to register or register the same trademark or any confusingly similar mark or procure or assist someone else to do so and except to the extent authorized by Sartorius in writing, the Customer will not alter or remove such trademark from the Goods.

d) For further clarity with respect to MatTek Offerings, Sartorius and its licensors retain all Intellectual Property in and to MatTek Offerings, including compositions, formulations, matrices, media, designs, and methods. Except as expressly permitted, no license is granted under any Intellectual Property by sale of MatTek Offerings. Customer owns the data it generates using MatTek Offerings, subject to the restrictions in the Agreement; however, Customer shall not claim ownership in or to Sartorius' underlying Intellectual Property embodied in MatTek Offerings or any improvements thereto.

18) RESTRICTIONS OF USE

a) Customer shall not use the Good and associated documentation for human in-vitro diagnostic applications, unless otherwise expressly specified by Sartorius. Furthermore, Customer shall only use or permit the use of the Goods (i) in accordance with the written instructions of Sartorius (including those in or on any Goods packaging) relating to storage, handling, use, expiry, installation, commissioning, maintenance, return or disposal of the Goods; and (ii) within the expiry date indicated on the packaging of the Goods or otherwise in writing by Sartorius.

b) The Customer shall not and shall not cause or permit any third party to:
   i. use the Media or Media Component or any Plasmid or any Reagent outside the field of use or for the permitted activity agreed between the Customer and Sartorius ("Permitted Purpose") and, if no field of use or permitted activity is identified by the Customer or agreed by Sartorius, then Sartorius retains the absolute discretion to terminate supply and this Agreement when the field of use or permitted activity is identified;
   ii. transfer to any third party or allow a third party access to any quantities of the Media or Media Component except and unless the Media or Media Component is incorporated into another material of which Sartorius is aware, which is produced in accordance with the Media Permitted Purpose and is sold as a product by the Customer; or analyse, attempt to modify, disassemble, re-assemble, decompile or reverse-engineer or otherwise seek to determine the structure, sequence, formulation or composition of the Media or Media Component or Plasmids or Reagents or sample hereof without the prior written consent of Sartorius. For the specific case of off the shelf Plasmids, in addition to provisions herein above, no right to amplify, replicate and/or duplicate the said off the shelf Plasmids is conveyed either expressly or by implication.

c) In addition to the foregoing, the following restrictions

shall apply to MatTek Offerings:

i. MatTek Offerings are sold and licensed for **research use only** and not for use in humans or animals for therapeutic, diagnostic, prognostic, transplantation, clinical, or in vivo purposes. Customer shall not administer or apply any MatTek Offering, or any product or output derived therefrom, to humans or animals.

ii. MatTek Offerings do not include any personally identifiable information about tissue donors. Customer shall not attempt to identify or re-identify any donor, or to contact donors, or to link any experimental results to donor identities. Customer shall not use any MatTek Offering in a manner that would subject Sartorius to obligations under health privacy or data protection laws by virtue of Customer's processing activities.

iii. Customer is solely responsible for establishing and following appropriate biosafety, biohazard, and waste disposal procedures and for ensuring that all personnel handling MatTek Offerings are suitably trained and qualified. Without limiting this Clause 18, Customer shall store, handle, use, and dispose of MatTek Offerings strictly in accordance with Sartorius' written instructions, safety data sheets, labels, and Applicable Law.

iv. Customer shall not: (a) use MatTek Offerings for any activity prohibited by Applicable Law, including creation of human embryos, reproductive cloning, or germline modification; (b) culture MatTek human tissue models beyond recommended timepoints where doing so may alter phenotype beyond Specifications; (c) implant MatTek Offerings or any derivatives into animals or humans; (d) resell, donate, or transfer MatTek Offerings to any third party (except to Customer's service providers under written obligations no less protective than this Agreement and solely for Customer's benefit); (e) reverse engineer, genetically modify, cryopreserve, disassemble, analyze, sequence, or otherwise attempt to determine the composition, structure, or formulation of any MatTek Offering or any progeny thereto, including the process of manufacturing any MatTek Offering; provided however, that Customer may perform sequencing, genotyping, or other molecular characterization on cells or tissues in MatTek Offerings for internal research use so long as Customer (i) does not use such activities to determine or attempt to determine the composition, structure, or formulation of any MatTek Offering or any progeny thereto, including the process of manufacturing any MatTek Offering; (ii) does not use such activities to identify or contact any donor; and (iii) complies with Applicable Law and any additional restrictions communicated in writing by Sartorius; or (f) use MatTek Offerings as reference standards or controls for regulated diagnostic submissions without Sartorius' prior written consent.

v. Customer's use of the MatTek Offerings is limited to a single instance of use, as expressly authorized by Sartorius. Except as expressly set forth in the applicable written protocols, Customer shall not Propagate any MatTek Offerings, and specifically but without limitation, shall not Propagate the primary or sub-cultured cells. For the avoidance of doubt, "Propagate" or "Propagation" means any deliberate act or series of acts intended to induce, promote, or sustain the replication, division, or multiplication of the MatTek Offerings, including without limitation (a) passaging, subculturing, or expanding the MatTek Offerings; (b) cryopreserving, banking, or otherwise storing the MatTek Offerings for future cultivation; (c) providing the MatTek Offerings with growth media, nutrients, or environmental conditions designed to encourage continued viability or proliferation beyond the period reasonably necessary to conduct a single permitted use; or (d) any other technique or process intended to maintain or increase the number of viable cells in the MatTek Offerings. For the avoidance of doubt, "Propagation" does not include incidental or spontaneous cell division that occurs naturally during the ordinary course of a single permitted use, provided that the Customer does not take any affirmative steps to preserve, harvest, or utilize such naturally occurring progeny for any subsequent use.

19) SYSTEMS AND SOFTWARE

If Customer is licensing Software from Sartorius, including software licensed in connection with the purchase of any Goods and any and all other software or firmware embedded in, loaded on, or otherwise associated with the purchased Goods, the following additional provisions shall apply:

a) Sartorius grants Customer the non-exclusive right and license to use the copy of the Software in object form that is on the readable computer media provided to Customer by Sartorius.

b) The Software and related copyrights are owned by Sartorius, by an Affiliate of Sartorius, and/or by certain suppliers of Sartorius and its Affiliates, and title to the Software in general or respective copyrights shall not pass to Customer as a result of Customer's use of the Software. The license rights granted herein may not be transferred to another party without the written permission of Sartorius.

c) The Software is protected by the respective national copyright laws and international treaties and Customer shall not copy it or allow it to be copied except that Customer has the right to (i) make such copies that are necessary for the use of the Software by Customer in accordance with its intended purpose, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Customer does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which he is entitled to do.

d) Customer shall (i) not use the Software other than with the purchased Goods or for any purpose outside the scope of the application for which it is being provided, and (ii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless, but only to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs provided the information necessary to achieve interoperability has not previously been readily available to Customer, and (iii) not move the Software to any country in violation of any applicable import or export control regulations. The Customer undertakes to refrain from removing the manufacturer's markings and in particular, copyright notices or to change these without the prior written consent of Sartorius. All other rights in and to the Software and the documentation, including copies thereof shall remain with Sartorius. The Customer is not entitled to sublicense the Software.

e) Customer further understands that its use of the Software shall be subject to the terms of any third party license agreements or notices that are provided to Customer by Sartorius and to the rights of any other third-party owners or providers of software or firmware included in the Software, and Customer shall comply with the terms of such third-party license agreements and rights provided by Sartorius in advance.

f) The Software is covered by the limited warranties applicable for the System set forth in Clause 16 and by no other warranties, express or implied.

g) Sartorius makes no representation or warranty, express or implied that the operation of the Software or firmware will be uninterrupted or error free or that the functions contained in the Software or firmware will meet or satisfy use outside the agreed Specification. Software or firmware corrections, made during the Warranty Period, are warranted for a period of three (3) months from the date shipped by Sartorius or until expiry of the Warranty Period, whichever is longer.

h) Failure to comply with any of the terms of this subsection terminates Customer's right to use the Software. Upon termination of such right, Customer must return the disk provided by Sartorius, and any and all copies thereof or of any other Software to Sartorius.

i) Any replacements, fixes or upgrades of the Software which Customer may hereafter receive from Sartorius or an Affiliate of Sartorius, shall be provided subject to the same restrictions and other provisions contained in this subsection, regardless of whether subsection or these GTC are specifically referenced when Customer receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these GTC. The warranty term for any upgrades shall be one (1) year from the date of its delivery to Customer. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.

j) Sartorius shall have no liability for, or any obligations under warranty if any Software or firmware modifications are undertaken by anyone other than Sartorius or its nominees. In addition, Sartorius shall charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software or firmware to its warranted condition.

k) The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is Sartorius able or willing to offer Software, System and installations at the Prices.

20) EQUIPMENT

If Customer is purchasing an Equipment from Sartorius which is to be installed by Sartorius, the following additional provisions shall apply:

a) Factory Acceptance Tests ("FAT"): Sartorius will notify the Customer in Writing when the Equipment will be ready for testing at Sartorius' premises. Following such notification, representatives of each party will, at their own expense, attend the Sartorius' premises on a mutually agreed date for the purpose of testing the Equipment in accordance with the applicable Specifications and FAT protocol to be issued by Sartorius and approved by Customer. Sartorius will provide Customer with a certified report of the results of any test. Once the Equipment has been tested pursuant to this Clause 20 a), Sartorius will deliver the Equipment on Customer's Delivery Location, on a mutually agreed date.

b) Site Acceptance Test ("SAT"): Following completion of the installation and commissioning of the Equipment, representatives of Sartorius and Customer shall at their own expense, attend the Delivery Location on a mutually agreed date for the purpose of commissioning and acceptance testing the Equipment in accordance with the applicable Specifications and the SAT protocol to be issued by Sartorius and approved by Customer. Sartorius will provide Customer with a certified report of the results of any test. In addition to any remedies that may be provided under these GTC, Sartorius may terminate this Agreement with immediate effect upon written notice to Customer in case the Customer fails to accept the Equipment as per the provisions of the SAT protocol and such delay continues for ten (10) days after Customer´s receipt of written notice.

PART III- TERMS AND CONDITIONS FOR SALE OF SERVICES

If Customer is purchasing Services from Sartorius, the following provisions shall exclusively apply in relation to the sale of Services, and Services only, in addition to the provisions of Part I of these GTCs and Specific Terms and Conditions of Services that may specifically apply to a given Service.

21) OBJECT TO BE SERVICED

a) When the Object to be Serviced has not been purchased from Sartorius, Customer shall inform Sartorius of any Intellectual Property rights concerning the Object to Be Serviced prior to performance of the Services, and Customer shall indemnify Sartorius from any third-party claims concerning any infringement of such Intellectual Property rights.

b) Customer shall assure that any Objects to Be Serviced within the scope of any Service hereunder does not pose any health hazard to Sartorius's agents or employees.

c) Unless otherwise set forth in the Sartorius' Quotation, the standard service hours under the Agreement shall be Monday to Friday, 08:00 to 17:00 local time at Sartorius' premises, excluding public holidays.

22) INSTALLATION SERVICES

a) If agreed between Sartorius and the Customer in good time to enable the installation to commence and detailed in the Quotation, Sartorius shall install the Goods, provided all necessary information relative to the installation of the Goods, in particular the location of installation and all drawings and any other relevant details, including all software interfaces. The schedule of necessary information to be provided by each Party shall be agreed by the respective project leaders of each Party within one (1) month of the date upon which Sartorius accepts the Customer's order.

b) Sartorius shall be entitled to vary the Price to cover any special transport, handling, hoisting costs or other costs of installation and to cover storage or other charges arising from delays by the Customer in preparing the installation site or in providing correct and complete information, instructions, licenses, consents and other times necessary for manufacture, modification, supply, dispatch, delivery or installation of the Goods.

c) In the event the Goods could not be installed to the location of installation within two (2) months after delivery, due to delays in preparing the installation site, Sartorius shall be entitled to invoice the Customer for the Price of the Goods and Services.

d) In those cases where it has been agreed that Sartorius shall install the Goods, the Customer shall, at its own expense (i) prepare the site; (ii) ensure reasonable working conditions; (iii) provide Sartorius with secure areas for storing materials and installation equipment; (iv) provide proper access to the site; (v) ensure the site is safe and certify the site to be free of chemical and biological hazards; (vi) provide all facilities specified by

Sartorius prior to installation, including, without prejudice to the generality of the foregoing, supplying electricity, water, gas, compressed air, data networks, environmental controls, ventilation systems, adequate lifting gear and lighting.

e) When requested by Sartorius, the Customer will complete and provide permits to work and use best endeavors to facilitate access to the site for Sartorius Representatives outsides normal working hours where necessary. Sartorius will use reasonable endeavors, to the extent permissible under Applicable Law to comply with any special site requirements of which it has prior written notice.

f) Sartorius reserves the right to refuse to install the Goods where in its opinion the site and/or access has not been prepared or provide as above and shall not be liable for any loss, damage, or additional expense arising from such non-compliance.

g) Except where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless form and against all claims, losses, damages, penalties and others brought against Sartorius resulting from personal injury or death which arise during installation.

23) SERVICES PERFORMED AT SARTORIUS' FACILITIES

The following shall be applicable with respect to all Objects to Be Serviced at Sartorius' facilities:

a) Objects to Be Serviced shall be packed and shipped to Sartorius' facilities by Customer at Customer's sole expense, and Customer shall bear the risk of loss in regard to such shipment to and from Sartorius' facilities. At Customer's request, transportation to and, if necessary, from Sartorius' facilities will be insured against insurable transport risks, e.g., theft, breakage, fire, at Customer's expense. During the time that Service is performed at Sartorius' facilities, no insurance protection is provided by Sartorius. Customer shall ensure that existing insurance coverage is maintained for the Object to Be Serviced, and only upon Customer's express request and at Customer's expense will Sartorius obtain insurance to cover such risks.

b) Services hereunder shall be considered performed and completed if the Object to Be Serviced has been tested as provided by the Agreement.

c) In the event that Sartorius is delayed in the performance of any Services as a result of the acts or omissions of Customer and/or its employees, agents or contractors, or if Customer delays the return of the Object to be Serviced following performance and completion of the Services, Sartorius may charge Customer warehouse rent for storage at Sartorius' facilities, or, at Sartorius' discretion, the Object to Be Serviced may be stored elsewhere, and Customer shall bear the costs and the risk of storage at such other location.

24) SERVICES PERFORMED AT CUSTOMER'S FACILITIES

The following shall be applicable with respect to all Objects to Be Serviced at Customer's facilities, or such other non-Sartorius facilities as Customer may indicate:

a) Customer, at its own expense, shall support Sartorius service personnel in performing the Services hereunder, including ensuring that the Objects to Be Serviced are available for servicing at the time of each scheduled preventive maintenance or emergency service call. Sartorius' service personnel will contact Customer to set a mutually agreeable date and time for each such service visit.

b) Customer shall take all required measures to protect people and objects on the site where the Services are to be performed and shall also inform Sartorius' service personnel of any special safety rules and regulations. Sartorius may charge Customer, at its customary rates, for time incurred by Sartorius' service personnel related to any facilities, policies, safety or training required by Customer, unless the foregoing is expressly included in the Price set forth in the Agreement.

c) Customer undertakes, at its own expense, to: (i) provide the necessary auxiliary staff in the number and for the time required to perform the Services hereunder, if necessary, and Sartorius shall not assume any liability for said auxiliary staff; (ii) perform all construction, foundation and all scaffolding work, including procurement of the building materials required therefor; (iii) provide the required devices and heavy machinery and/or tools as well as the required materials and items for said equipment; (iv) provide heating, lighting, utilities, water, including the required connections and outlets; (v) provide the necessary dry and lockable rooms for storing the service personnel's tools; (vi) protect the site at which

the Services are to be performed and the materials located there from damaging effects of any type, and clean the site at which the Services are to be performed; (vii) provide Sartorius' service personnel with suitable and secure lounge and work areas (with heating, lighting, wash facilities, sanitary facilities) and first aid; and (viii) provide materials and take all action that is necessary to adjust the Object to Be Serviced and to perform contractually agreed testing.

d) Customer shall ensure that the Services can be started without undue delay upon arrival of Sartorius' service personnel and performed without delay. Insofar as special diagrams or instruction manuals are required for the Object to Be Serviced, Customer shall provide these in due time to Sartorius.

e) For Services to be performed within the scope of commissioning, Customer shall ensure, in particular, that electrical and mechanical installation of the Object to Be Serviced has been completed as a prerequisite to Sartorius' beginning the Services hereunder, with Customer providing the support set forth hereinabove.

f) If Customer fails to fulfill any of its obligations in this Section 24, and as a result of such failure, completion of the Services is delayed or Sartorius otherwise is prohibited from performing the Services, then Sartorius shall be entitled to charge Customer, at its customary rates, the costs incurred by Sartorius related to such failure.

25) DEADLINE FOR SERVICES PERFORMANCE

a) The times indicated as deadlines for the particular Service to be performed under the Agreement are based on estimates and, for this reason, shall not be binding. The Customer may request Sartorius to agree to a binding deadline for performance of the Service(s) hereunder only if the scope of the work and/or Service is exactly defined.

b) A binding deadline for performance of a Service hereunder shall be considered met if upon expiration thereof the particular Object to Be Serviced is ready to be transferred to the Customer for retrieval, if said Object is to be tested as provided by the Agreement, and/or if the corresponding Service to be performed hereunder has been completed and/or the desired objective of said Service has been achieved.

c) If additional or extended orders are placed or if Services are additionally required, the agreed deadline for performing the originally ordered Service hereunder shall be extended accordingly.

d) If any Service to be performed hereunder is delayed in the context of events relating to industrial disputes, in particular strikes and lockouts, or occurrence of circumstances for which Sartorius is not liable, the deadline for performing said Service shall be reasonably extended, insofar as such obstacles are proven to exert significant influence on performance of any Service hereunder; this shall also apply if such circumstances occur after Sartorius has already defaulted on said performance.

e) If the Customer specifies a reasonable deadline, taking into account the legal exceptions, for subsequent performance of Service after said delay has occurred and if this new deadline is not met, the Customer shall be entitled within the scope of the legal provisions, to withdraw from the Agreement. Further claims on account of a delay in performance shall be governed exclusively as defined in Clause 25 d) hereof.

26) ACCEPTANCE

a) The Customer undertakes to accept the Service performed hereunder, whether in the form of repair, maintenance, commissioning service or other defined Service hereunder. If the Service performed does not conform to this Agreement, Sartorius undertakes to eliminate the defect as defined by Section 28 hereunder, provided that this is possible for the particular Service to be performed. This shall not apply if the defect is minor when assessed in the interest of the Customer or is based on a circumstance for which the Customer is responsible. If there is a minor defect, the Customer may not refuse acceptance.

b) If acceptance is delayed through no fault of Sartorius, acceptance shall be deemed as having taken place two (2) weeks after Sartorius has notified the Customer of completion of the Service performed hereunder.

c) Upon acceptance, Sartorius' liability for discernible defects shall lapse, insofar as the Customer does not reserve the right to enforce a claim for a certain defect.

27) TERMINATION

Sartorius shall have the right to terminate the Agreement without any liability, if the Service is related to a Software and the Software or any of its versions will be discontinued. In case such discontinuation is notified

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to the Customer at a time that this Contract has a remaining term of longer than six (6) months, the Customer will get a pro-rate refund.

28) WARRANTIES AND REMEDIES

a) Sartorius warrants that the Services shall be conducted in a good and workmanlike manner in conformity with industry standards, and any parts supplied as part of the Services shall be in accordance with Sartorius' Specifications. Should the Customer request more extensive tests, this shall be agreed in writing and the costs for said extensive tests shall be borne by the Customer.

b) If any failure to conform to the warranty is reported to Sartorius in writing within the Services Warranty Period, Sartorius, upon being satisfied of the existence of such non-conformity, will correct the same by reperforming the Services. If Sartorius is unable to correct such non-conformity by re-performing the Services, Sartorius may return the Price thereof, or, where appropriate, the portion of the Price of the nonconforming Services that Sartorius is unable to correct. The foregoing shall be Customer's sole and exclusive remedies, and the liability of Sartorius hereunder is expressly limited to re-performance of nonconforming Services or the return of the Price thereof, as the case may be. The warranty set forth in this paragraph shall apply also to parts and to any replacement parts.

c) This warranty shall be in lieu of all other warranties, express or implied, statutory or otherwise, including without limitation the warranties of merchantability and fitness for a particular purpose, are excluded.

d) This warranty shall also exclude used goods, used spare parts, damage incurred as a consequence of natural wear and tear, inadequate maintenance by anyone other than Sartorius, failure to follow equipment operating instructions, excessive or unsuitable use and improper construction and/or assembly work performed by third parties, and any other external effects and causes over which Sartorius had no control or for which Sartorius was not responsible.

e) This warranty shall become null and void if Customer or a third party makes changes or repairs to the Object to Be Serviced hereunder, without obtaining the prior written consent to do so from Sartorius.

29) LIABILITY

a) If parts of the Object to Be Serviced are damaged through the fault of Sartorius, Sartorius may elect to repair said damage at its own expense or to deliver new replacements. Sartorius' obligation to replace said damaged parts shall be limited to the price at which the particular Service was agreed. As for the remaining provisions, Clause 29 c) shall apply accordingly.

b) If, through Sartorius' fault, the Customer cannot use the Object to Be Serviced as provided by the Agreement, and this non-use results from failure to provide or the provision of deficient suggestions and or advice, either before or after said Agreement is signed, and other collateral obligations of the Agreement – in particular instructions for operation and maintenance of the Object to Be Serviced, the provisions of Clauses 26 and 27 shall apply accordingly, excluding further customer claims.

c) In the event of damage that is not sustained by the Object to Be Serviced itself, Sartorius shall be liable, irrespective of the legal reason, only a) in the event of willful intent; b) in the event of gross negligence on the part of the legal representative | entities, directors or executive-level employees; c) in the event of culpable physical injury death and hazards to life and health; d) in the event of defects that it has fraudulently concealed or the absence of which it has guaranteed; e) to the extent that liability is prescribed by applicable law. In the event of culpable breach of material contractual duties, Sartorius shall also be liable in the event of gross negligence by its non-executive employees and in the event of slight negligence, where the latter case shall be limited to losses that are typically associated with this type of contract and that are reasonably foreseeable. Any further claims shall be excluded.