

General Terms and Conditions of Sales of Lexogen GmbH

Preface The sale of products or services by Lexogen (hereafter referred to as "Lexogen" or "Seller") to business partners (hereafter referred to as "Buyer") shall exclusively be governed by the "General Terms and Conditions of Sales of Lexogen" in the version respectively in effect at the time of the conclusion of each contract. Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their applicability in writing.

The current version of the General Terms and Conditions of Sales of Lexogen is available at www.lexogen.com or can be requested free of charge at info@lexogen.com

1. Offer and conclusion of contract Seller's offers are subject to change without notice. Contracts shall not be deemed to be legally binding before the Seller's written order confirmation or delivery of the products. Accounts are only due after dispatch of goods. Only those units listed in the Seller's respectively valid price lists shall be deliverable. Seller shall be authorized to make deliveries in instalments. Each instalment may be invoiced separately. With orders deliverable on call, notice thereof must be made at least two weeks prior to the designated delivery date. Customized products and services are available upon request.

2. Shipping and handling Our products will be shipped cooled in Styrofoam boxes. The shipments are carried out uninsured at the risk of the Buyer. Transport insurance will be taken out on the Buyer's order and at the Buyer's expense.

3. Delivery Delivery dates shall be approximate, unless the Seller has recognized such in writing to be binding. We usually deliver within five (5) working days after confirming Buyer's order. Deviating delivery times will be communicated to the Buyer as fast as feasible. If ordered items – as stated in the respective order confirmation – have not yet arrived or are temporarily unable to be delivered, we will send these items, without queries, in a subsequent delivery. Delivery delays do not entitle the Buyer to resign the contract or to compensation. Shipping and handling costs of shipments and partial shipments will be calculated as described in "Shipping and handling".

4. Prices and Taxes Unless otherwise stated, prices are without price-fixing and may be altered by Lexogen at any time without prior notice. Should the prices be increased, then upon receipt of Lexogen's notification of such price increase the Buyer shall have the right to cancel the order in respect to products which have not been dispatched yet. All prices and quotes are exclusive taxes, duties, levies and similar expenses which are or become due with Lexogen's quotation, contract or any order resulting therefrom and the carrying out thereof and are for the account of the Buyer, irrespective of which party (including its representatives/employees) will be liable to pay such taxes.

5. Terms of Payment Buyer accepts Seller's invoices if no objections are made in writing within thirty (30) days of receipt of the invoice. Buyer shall settle the invoice within thirty (30) days after receipt of the invoice without any deductions, set offs or debt settlements. If Buyer defaults on an invoice, Seller is entitled to charge defaulted interest of five (5) per cent (%) interest per month on the amount due from the invoice's due date. Such interest is recalculated each consecutive month the defaulted amount is still due. Additionally, during Buyer's default, Seller is entitled to (a) refuse to accept additional orders; (b) refuse to ship ordered products; and/or (c) to seek collection from Buyer, including all legal fees and other costs of collection. Additionally, during Buyer's default, Seller may accept additional orders if Buyer pays up front for ordered products and shipping and handling.

6. Delay of Payment All payments of Buyer will be charged against Buyer's oldest open invoice. If Buyer is in default or other factors on hand suggest possible default in the future, Seller is entitled to demand immediate payment of purchasing price before delivery or before the invoice due date. Also, Seller is entitled to resign from ongoing contracts without the Buyer being entitled to further rights.

7. Retention of property title Delivered goods remain Seller's property until the complete settlement of the corresponding invoice and all other open accounts receivable by the Buyer. Until complete settlement, Buyer is not entitled to mortgage or assign the delivered goods as collateral. Buyer is entitled to use or to sell the delivered goods in the ordinary course of business. Buyer's accounts receivable resulting from sales of goods under retention of property will be transferred to Seller in the amount of Seller's accounts receivable. This transfer is hereby accepted by Seller as priority. Buyer is obliged to notify Seller immediately if third parties claim access to goods under retention of property. Buyer is responsible for sufficient insurance coverage and proper storage of goods during the period of retention of property.

8. Limited Warranty and limited liability

a. General

- Obvious defects of goods must be claimed in writing within seven (7) days of receipt.
- Visibly damaged packaging must be claimed with the transport service during receipt of goods. In case of valid claims, Seller is entitled to choose between making amendments or replacement. Further warranty claims are excluded unless amendments are not possible, fail, are rejected by the Buyer or are unreasonable. All further liability, also against third parties, is excluded.
- Buyer may send back goods delivered by Seller only with express permission of Seller.

b. Hardware and software

Buyer acknowledges with ordering that with state-of-the-art technology, errors cannot be ruled out completely in complex hardware or software even if utmost care is taken. Any warranty is expressly excluded that software is useable for Buyer's intended purpose and works together with existing hardware or software. Warranty is also expressly excluded for damages caused indirectly or directly (e.g. loss of profit, interruption of service, loss of data) and as well as loss of data or damages incurred in connection with restoration of data. Warranty is not excluded if Seller or Seller's employees are proven to have acted deliberately or with gross negligence.

Errors are only such errors that lower or abrogate the value or capability of the delivered hardware or software for the agreed on or generally assumed use. Minor reduction of usability is not an error. Warranting a certain capability or functionality requires Seller's express written statement. Publishing new versions of the software does not mean that previous versions of the software were faulty. Buyer is responsible for correctly installing software. Installation as well as training of Buyer or Buyer's employees are not included in the scope of contract. These services are available on request. Warranty is void if a defect is caused by improper handling, incorrect installation, manipulation of the software or environmental conditions not within the installation requirements. If an error investigation shows that the reason of malfunction was within Buyer's scope, Seller is entitled to charge Buyer the corresponding expenditures.

c. Wear and tear components

Certain components like lamps, lasers, print heads, etc., are subject to wear and tear even if used correctly and are correspondingly indicated as such in quotes. They are not subject to warranty. This does not include faults of wear and tear parts at delivery time.

9. Protection of data privacy Buyer agrees that Seller electronically collects and stores data necessary to fulfil orders and other business-related cases. Seller may also use the data for customer relationship management and to improve service quality. Seller will never relay this data to third parties. Buyer can cancel this agreement at any time.

10. Buyer's use of Lexogen's products and services All products and services offered by Lexogen are primarily intended For Research Use Only. Buyer may not use Lexogen's products or services for any other purposes, including but not limited to, in vitro diagnostic purposes, foods, drugs, medical devices or cosmetics for humans or animals. Buyer acknowledges that Lexogen's products and services have not been tested by Lexogen for safety and efficacy in foods, drugs, medical devices, cosmetics for human or animals or for any other use, unless stated otherwise in communication by Lexogen. Lexogen's products and services are primarily intended For Research Use Only, therefore they may not be on the United States "Toxic Substances Control Act" (TSCA) inventory or any similar inventory in any other country. Buyer assumes responsibility to ensure that the products and services received from Lexogen are approved for use under the law of the state or country of its residence, if applicable. Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products and services received from Lexogen. Buyer agrees to comply with instructions, if any, received from Lexogen relating to the use of the products and services and not to misuse the products and services in any manner. No products and services purchased from Lexogen shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics for humans or animals.

11. Diagnostics license If Buyer wishes to use products or services offered by Lexogen for diagnostics purposes, they should contact sales@lexogen.com to enquire about a separate diagnostics license.

12. Transfer of Lexogen's products and services

a. Transfer and Purpose

Seller hereby grants Buyer a non-exclusive, royalty-free license to use Lexogen's products and services for Research Purposes Only. Buyer may not use Lexogen's products and services for research and testing in humans or for research and testing in animals intended for human consumption. Buyer may not use Lexogen's products and services for the commercial provision of services and may not incorporate Lexogen's products and services into products for commercial sale.

b. Restrictions on Transfer

Buyer shall restrict access to and use of Lexogen's products and services to the Buyer and/or the Buyer's Scientist in charge of using Lexogen's products and services, who is an employee of Buyer and to people engaged in performing the Research in Buyer's laboratory under the Buyer's Scientist direct control. Buyer may not store Lexogen's products and services at any facility outside the control of Buyer. Buyer may not use Lexogen's products and services in research funded by third-party commercial entities without Seller's prior written consent.

c. Compliance

Buyer shall comply with all applicable laws and regulations, and all written instructions from Seller, in the storage, handling, use, return and disposal of Lexogen's products and services.

13. Intellectual property

a. Seller ownership rights

Seller retains ownership of all products.

The Buyer retains ownership rights of:

- modifications (except that, Seller retains ownership rights to Lexogen's products included therein),
- those substances created through the use of Lexogen's products or services, but which are not progeny, unmodified derivatives or modifications (i.e. do not contain Lexogen's products, progeny or unmodified derivatives) and
- any data, results, know-how and other intellectual property that are generated by or on behalf of Buyer in connection with the use of Lexogen's products or services. If either subitem of 14.2 results from the collaborative efforts of Seller and Buyer, joint ownership shall be negotiated.

b. Buyer distribution rights

Seller and Buyer agree that:

- The Buyer and/or Buyer's Scientist shall have the right, without restriction, to distribute substances created by Buyer through the use of Lexogen's products or services only if those substances are not progeny, unmodified derivatives or any of Lexogen's products incorporated in modifications.
- Without the prior written consent of Seller, Buyer and/or Buyer's Scientist shall NOT provide modifications to any third party. It is recognized by the Buyer that provisions may require a commercial license from the Seller and that Seller has no obligation to grant a license to its ownership interest in Lexogen's products incorporated in the modifications.

c. Seller intellectual property rights reserved

The Buyer acknowledges that Lexogen's products and services are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Buyer under any patents, patent applications, trade secrets or other proprietary rights to the provider, including any altered forms of Lexogen's products and services made by the Seller. In particular, no express or implied licenses or other rights are provided to use Lexogen's products and services, modifications thereof or any related patents of the Seller for commercial purposes. It is understood by the Buyer that the Seller shall have no obligation to grant such a license to the Buyer, and may grant exclusive or non-exclusive license to others, or sell or assign all or part of the rights to Lexogen's products or services to any third party/parties, subject to any pre-existing rights held by others and obligations to the Federal Government of Austria.

d. Buyer intellectual property rights

Subject to the restrictions of this Agreement, the Buyer is free to file patent application(s) claiming any patentable inventions that are made by or on behalf of Buyer in connections with modifications ("inventions").

e. Use of name

Buyer, its employees or its affiliates will not use Seller's name, logo or trademark in any manuscript, publication, press release, publicity, or advertising without the prior written approval of Buyer, except as required by applicable law.

f. Acknowledgement

Buyer agrees to acknowledge Seller as the source of Lexogen's products and services in any publication reporting use thereof.

14. Buyer's representations and indemnity Buyer represents and warrants that it shall use all Lexogen's products and services ordered in a lawful manner. Buyer shall defend Lexogen, its employees, agents, affiliates and contractors (the "Lexogen Indemnittees"), and shall hold the Lexogen Indemnittees harmless from and against all suits, actions, or proceedings, at law or in equity, and from all claims, costs, damages, losses and expenses (including, without limitation, attorney's fees, consultants' fees, experts' fees) of third parties that are related or in connection with:

- Lexogen's products and services or information thereon, if applicable, being wrongfully disclosed by Buyer hereunder,
- infringement, misappropriation, and/or conversion which are the direct result of Lexogen's possession and/or use of Lexogen's products or services or information thereon disclosed by Buyer, if applicable, or
- the death or bodily injury of any third party or the damage, loss or destruction of any tangible personal or real property arising from or related to Buyer's use of Lexogen's products or services.

15. Online Credit Card Payments All online payments to Lexogen GmbH or Lexogen, Inc. (LEXOGEN in short) are subject to the following conditions. By using the credit card payment facilities available on LEXOGEN's online resources, in particular LEXOGEN's website and LEXOGEN's web store, you agree to the following Terms and Conditions for Online Credit Card Payments.

a. Terms and Conditions for Online Credit Card Payments

LEXOGEN accepts the following cards

- Visa

- MasterCard

When you complete the online checkout process, funds will be deducted from your credit card in the selected currency. Due to the way transactions are processed by the external banking sites there may be delays of 1-3 days in updating your payment in LEXOGEN's records. Payments are debited to LEXOGEN. Credit card payments are secure:

- Payments will be processed directly by PayUnity using Secure Socket Layer (SSL) technology.
- Credit card numbers are protected with a high level of encryption when transmitted over the internet.
- LEXOGEN does not have access to your credit card details.

Confirmation

- If payment is successful, LEXOGEN will confirm your order details via email.
- If payment is not successful, the payment process will notify you and you will be able to try again or choose a different payment method.

Refund policy

- LEXOGEN does not offer direct refunds for payments made by credit card. You will have to contact your credit card company or bank that issued the card to initiate a refund.

All information you provide on the credit card payment facility forms will be handled in accordance with LEXOGEN's privacy statement. By using LEXOGEN's online credit card facilities you agree to all applicable LEXOGEN policies regarding the LEXOGEN website and the LEXOGEN web store. LEXOGEN's Terms and Conditions for Online Credit Card Payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions for Online Credit Card Payments that were in place at the time of transaction.

16. Final clause

a. Governing law and venue

These General Terms and Conditions of Sales of Lexogen shall be subject to and construed in accordance with Austrian law. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

b. Severability clause

If certain terms of these General Terms and Conditions of Sales of Lexogen are made inoperative or become inoperative, the validity of the other terms as well as the content of individual contracts concluded on the basis of these General Terms and Conditions of Sales of Lexogen remain unaffected.

17. Terms and Conditions for Lexogen NGS Services

In addition to these General Terms and Conditions of Sales ("General Terms"), the Terms and Conditions of Services ("Services Terms") apply for all services executed by Lexogen NGS Services. In the event of any conflict between the General Terms and the Services Terms, the Services Terms shall prevail. The Services Terms are available on the Lexogen Terms and Conditions page (www.lexogen.com/terms-and-conditions).