

General terms and conditions of sale and services of ionysis GmbH

The scope of the following general terms and conditions of sale and services apply to all present and future offers made by us and contracts concluded by us with companies (Section 14 German Civil Code (BGB)), legal entities under public law, or public law special funds (hereinafter: „Customer“). Potential terms and conditions of the Customer shall only be deemed to be an integral part of any contract if we have expressly agreed to their applicability.

1. Contract conclusion

- 1.1 If not explicitly stated otherwise, our offers are subject to change and non-binding; a contract shall only be concluded by issuing of our order confirmation in writing or text form or by delivery or performance of the service. Our order confirmation shall be solely decisive for the content of the contract, in particular, but not limited to, for the scope of services. Amendments and supplements to the contract require our written confirmation.
- 1.2 We reserve the right to make changes to the information on the object of the delivery or service (e.g. weights, dimensions, values in use, load-bearing capacity, tolerances, technical data or product designations) as well as their representations (e.g. drawings and illustrations), insofar as the object of the delivery is not significantly changed or its quality improved and the changes or deviations are reasonable for the customer to accept.

2. Price and Conditions of Payment

- 2.1 Our prices for deliveries are stated ex works plus transport insurance, packaging, shipment, statutory value added tax, and in the case of export deliveries plus customs duties, fees and other public charges. Services and repair services will be invoiced according to the price list applicable at the time the respective service is rendered.
- 2.2 Our invoices are payable without deduction within 30 days of the issue of the invoice. Relevant for a timely payment is the date of receipt of payment by us.
- 2.3 If we have to consider our claims as being at risk because of the Customer's economic circumstances, we can withdraw from the contract. In case the Customer is in default of payment, we are entitled to immediately make the total claim due for payment. In the above-mentioned cases, in addition we are entitled to make processing of all of the Customer's orders dependent on an advance payment or a security.
- 2.4 To the extent that the agreed prices are based upon our list prices and if delivery takes place more than four months after the conclusion of the contract, our list prices applicable at the time of delivery shall apply (less any agreed percentage or fixed discount). In addition, we reserve the right to change the prices to be paid on the basis of the respective contract at our reasonable discretion linked to the development of the costs which are decisive for the price calculation. A price increase may be made and a price reduction shall be made if, for example, material prices, labor costs, energy costs or customs duties increase or decrease after the conclusion of the contract. Cost increases with regard to one type of cost, e.g. wage costs, may only be used for a price increase to the extent that such costs are not compensated by possible decreases in other types of costs, e.g. energy costs. The price increase may only be made by us on this basis in accordance with the cost increase, but only by a maximum of up to 10%. In the event of cost reductions, prices shall be reduced by us to the extent that such cost reductions are not fully or partially offset by increases of other types of costs. While exercising our reasonable discretion, we shall choose the respective times of a price change in such a way that the cost reductions are not less favorable for the Customer than cost increases, i.e. cost reductions shall have at least the same effect on the price as cost increases. A price change shall become effective if the Customer does not object to the price change within one month after receipt of the change notification. We will again highlight this legal consequence in the change notification. If the Customer objects to the price change in due time, both parties have the right to terminate the contract with a notice period of two weeks to the end of the month.
- 2.5 Offsetting counterclaims of the Customer or the retention of payments due to such claims shall only be permitted if the counterclaims are undisputed or have become final and absolute, or in the case of reciprocity of these claims with the claims of us.
- 2.6 If delivery is made later than 6 months after conclusion of the contract for reasons for which we are not responsible, we may adjust the price up to the list price applicable on the day of delivery (in each case less an agreed percentage or fixed discount).

3. Delivery dates

- 3.1 The delivery dates shall be as agreed in the individual case. A delivery date is met, when the goods have been handed over for transport or we have prepared the goods for dispatch and notified the Customer that they were ready for dispatch.
- 3.2 In the event that we could not meet the agreed delivery date due to reasons, such as but not limited to, interruption of operations, strike, lockout, interruption of energy supplies, delayed or failed delivery by our own suppliers, for which we are not responsible, we shall inform the Customer without delay of such impediments. In such case, the Customer shall not be entitled to withdraw from the contract.
- 3.3 However, where it is unforeseeable whether we will be able to perform within a reasonable period of time, at the latest within four months after the notification, both we and the Customer may withdraw from the contract. The same shall apply if the impediments still persist after the expiry of the period of four months after our notification. If such impediments were foreseeable for us at the time of entering into the contract, we shall not be entitled to withdraw from the contract.
- 3.4 If the Customer is late in picking up or taking over the goods, we reserve the right to charge the Customer with storage costs in the amount of 0.5% of the invoice amount per month, but not more than 5% of the invoice amount. After setting and expiration of an appropriate grace period, we may withdraw from the contract and claim liquidated damages in lieu of performance in the amount of 20% of the order amount. Both parties shall have the right to prove higher or lower damages, and the Customer shall also have the right to prove a complete lack of damages. If we prove a higher damage, the liquidated damages shall, however, be credited against further (damage) compensation claims.

4. Delivery

- 4.1 Delivery shall be effected EXW our plant or delivery warehouse (Incoterms 2020). If the Customer is late in picking up or taking over the goods, the transfer of risk shall occur upon notice of readiness for dispatch, regardless if a shipment is made from the place of performance and which party bears the transport cost.
- 4.2 We shall be entitled to effect part deliveries of goods if the Customer is able to effectively use the goods so delivered for their contractually stipulated purpose, delivery of the remainder of the goods ordered has been ensured, and the Customer does not thereby incur considerable additional work and expense.

5. Reservation of title

- 5.1 We shall retain title to goods delivered by us up to complete payment. We shall retain title to goods, which are not paid by the Customer prior to the delivery, until all of our claims arising out of the business relationship with the Customer have been satisfied in full.
- 5.2 The Customer shall store any goods delivered by us subject to a reservation of title separately and clearly marked as our property. The Customer shall insure the goods subject to a reservation of title at its own cost against fire, water damage, breaking and entering and theft. Upon request, the insurance policy must be sent to us for inspection. The Customer assigns all claims against the insurance company arising out of the insurance contract to us in advance. We accept said assignment.
- 5.3 The Customer shall promptly notify us if any goods delivered to the Customer subject to a reservation of title by us are attached upon by third parties. The Customer shall bear any cost required for a removal of the attachment or a recovery of such goods delivered by us.
- 5.4 The Customer shall be entitled to sell the reserved goods in the ordinary course of business so long as the Customer is not in default. Pledges or transfers of title as security are not permitted. The Customer hereby already assigns the accounts receivable that arise out of the resale or for some other legal reason (insurance, tort) concerning the reserved goods to us in full as security. We revocably authorize the Customer to collect the accounts receivable assigned to us in its own name but for our account. At our request, the Customer shall disclose the assignment and give us the information required for collection of the claim.
- 5.5 If the reserved goods are combined with other objects, the reservation of title shall continue in respect of the newly created good. We shall thereby acquire a share of the joint title, which share shall be in the proportion that the value of the reserved goods (invoice value) has to the value of the other processed good. If one of the combined goods will be deemed to be the main good, the

Geschäftsführer

Lisa Langer
Dr. Andreas Büchler
Dr. Matthias Breitwieser

Handelsregister Freiburg

HRB: 725841
Ust.-Nr.06435/42862

Sparkasse Freiburg-Nördlicher Breisgau

BIC: FRSPDE66XXX
IBAN: DE72 6805 0101 0014 2090 55

Customer shall transfer the joint title in the proportion that the value of the goods supplied by us (invoice value) has to the value of the other combined goods. Regarding our share of the joint title, the Customer shall keep the new good free of charge. If the reserved goods are resold as an integral part of the new good, the assignment in advance agreed in Sec. 5.4 shall apply only in the amount of the invoice value of the reserved goods.

5.6 If the law of the country, in which any delivered goods are located, does not permit or recognize a reservation of title or does so only in a limited form, we may reserve other rights in the delivered goods. The Customer shall be obliged to cooperate with us in relation to all measures (e.g. registrations) necessary to effect the reservation of title or to create such other rights, as may be appropriate in lieu of a reservation of title, and to protect such rights.

5.7 If the realizable value of the security to which we are entitled exceeds our claims by more than 10 %, we shall be obliged to release the security in the value that exceeds said amount. We are entitled to choose between different security rights for release.

6. Products provided by the Customer

6.1 The Customer shall inspect the products provided by the Customer to check that these products comply with the agreed types of materials, dimensions, tolerances and other specifications prior to the delivery to us. The Customer shall provide us with a test certificate, which the Customer shall also send to us. The Customer shall bear the risk of transport unless we have agreed otherwise with the Customer in text form.

6.2 Our obligation to inspect incoming goods shall be limited to defects, which are evidently revealed by an external inspection including the inspection of delivery documents as well as during our quality control by way of random sample test (e.g. transport damage, incorrect and short delivery). This incoming goods inspection does not release the Customer from the obligations set forth in Sec. 6.1.

6.3 Warranty claims against us are excluded if and to the extent that the defect in one of our products is based on a defect in the product provided by the Customer.

6.4 Products provided by the Customer shall be handled and stored at our dutiful discretion, unless special instructions of the Customer provide otherwise.

6.5 The Customer shall indemnify us and hold us harmless against all third-party property right claims in connection with products provided by the Customer for which the Customer is responsible.

7. Warranty Claims

7.1 If goods/services rendered by us prove to be defective, the Customer's warranty claims shall be as provided by the statutory provisions, unless otherwise provided for in these terms and conditions. If goods/services rendered by us prove to be defective, we are initially obliged to – at our discretion - repair or replace the defective goods. In case of a replacement delivery, the Customer shall return the defective good to us in accordance with the statutory provisions. We shall bear the cost of such supplementary performance, in particular the transport costs, labor costs and cost of materials, The Customer shall bear any increased costs as a result of goods being located elsewhere than the intended place of use.

7.2 We are entitled to make supplementary performance dependent on the Customer paying the due purchase price. However, the Customer shall be entitled to withhold such part of the purchase price as is reasonable in proportion to the defect.

7.3 Save in the case of malice and subject to the provisions of Sec. 8.4, the warranty period for defects in quality shall be 12 months following delivery or, if necessary, acceptance of the goods.

7.4 If the defect is due to a faulty third-party product, we shall be entitled to assign our warranty claims against our supplier to the Customer. In that case a claim can be asserted against us under the above provisions only if the Customer has asserted the assigned claims against the supplier in court.

7.5 We can neither ascertain nor warrant that the goods are suitable for the specific purpose. Instead, the Customer shall be responsible to test whether the delivered goods are suitable for Customer's application; in this connection we will only be responsible if this is explicitly agreed in writing.

7.6 The warranty shall be excluded if the Customer modifies the delivered good without our consent or allows it to be modified by third parties and the remedial action is thereby impossible or unreasonably difficult. In any case the Customer shall bear the additional costs of the remedial action arising from such modification.

8. Liability

8.1 We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the typically occurring, foreseeable damage.

8.2 In all other cases we shall be liable only if damage has been caused intentionally or grossly negligently by one of our statutory representatives or by a vicarious agent. In the event of assumption of a guarantee or in case of damages arising out of any injury to life, body or health, we shall be liable in accordance with the statutory provisions. Otherwise claims against us for damages arising out of breaches of duty are excluded.

8.3 Liability under the German Product Liability Act shall remain unaffected.

8.4 Any claims for damages pursuant to this Sec. 8.1 to 8.3 shall be time-barred in accordance with the statutory provisions.

8.5 Any claims for damages on the basis of a violation of our obligation of subsequent performance pursuant Art. 437 no. 1, 439 German Civil Code (BGB) shall only exist where during the twelve months warranty period pursuant Sec. 7.3 hereof a) the Customer has claimed subsequent performance and b) we have violated our obligation of subsequent performance.

8.6 Property Rights and Copyrights

8.7 The drawings, designs calculations and other documents, such as samples and models, provided by us or manufactured according to our specifications shall remain and shall become our property. They may neither be passed on to third parties nor used for other purposes without our written consent and they shall be returned to us after the execution of the respective order upon our request.

8.8 In case of deliveries according to the Customer's drawings, models or specifications, the Customer shall indemnify us and hold us harmless against any third party rights arising out of such infringements. Where the Customer is in breach of contract, its intellectual property rights shall not prevent us from utilizing the goods.

9. Information and Technical advise

Information and recommendations, including but not limited to our statements in brochures or other advertising material, provided by us, are not binding and are made excluding all liability unless we have expressly and in writing undertaken otherwise. The Customer shall be responsible to investigate whether a product is suitable for the Customer's particular requirements. Any information and recommendations provided by us in relation to our goods do not constitute any promise as to its suitability for the Customer's purposes or any guarantee. The values stated in this context will be deemed to be average values of our products and/or our services.

10. Data Protection

In connection with the handling of the Customer's data, we refer to our data protection information, accessible at <https://www.ionysis.com/privacy-policy>.

11. Compliance with laws

The Customer is obliged to comply with the applicable legal provisions in connection with the contractual relationship. This applies in particular, but not limited to, to the applicable anti-corruption and money laundering laws as well as antitrust, labour and environmental regulations.

12. Final Provision

12.1 This contractual relationship shall be governed by German law. The UN Convention on Contracts for the International Sale of Goods is excepted from this and does therefore not apply.

12.2 The place of performance for all obligations of both contracting parties shall be our registered office (seat).

12.3 The place of jurisdiction for all legal disputes in connection with this contract shall be determined by our registered office (seat). The Customer can, at our option, also be sued at the place where he has his registered office (seat).

Geschäftsführer

Lisa Langer
Dr. Andreas Büchler
Dr. Matthias Breitwieser

Handelsregister Freiburg

HRB: 725841
Ust.-Nr.06435/42862

Sparkasse Freiburg-Nördlicher Breisgau

BIC: FRSPDE66XXX
IBAN: DE72 6805 0101 0014 2090 55