

## General Terms and Conditions of Sale & Services of biotechrabbit GmbH

### 1. General

1. The following Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") shall apply to any and all sale of products or provision of services by biotechrabbit GmbH (hereinafter referred to as "**biotechrabbit**") to entrepreneurs within the meaning of § 14 German Civil Code ("*Bürgerliches Gesetzbuch*", "BGB").

2. These Terms and Conditions shall exclusively apply to all contracts with the entrepreneur (hereinafter the "**Customer**").

3. At latest at the receipt of order confirmation, the Customer is considered to have accepted these Terms and Conditions unless a written notice is given immediately to biotechrabbit.

4. Any reference to the terms and conditions or other set of rules of the Customer is explicitly rejected by biotechrabbit.

5. Any oral agreements or deviating terms and conditions shall be binding only if expressly acknowledged by biotechrabbit in writing.

### 2. Definitions

1. "**Background Property**" shall have the meaning set out in Clause 11.5.

2. "**biotechrabbit**" shall mean biotechrabbit GmbH, Volmerstr. 9, 12489 Berlin, Germany.

3. "**Customer**" shall have the meaning set out in Clause 1.2.

4. "**Customer Materials**" shall have the meaning set out in Clause 12.1.

5. "**Deliverables**" shall have the meaning set out in Clause 11.3.

6. "**General Terms and Conditions**" shall have the meaning set out in Clause 1.1.

7. "**Methods**" shall have the meaning set out in Clause 11.3.

8. "**Products**" shall mean – both referring to a single product as well as several products – all products offered and sold by biotechrabbit. This also includes products designed and manufactured in the context of the provision of Services by biotechrabbit.

9. "**Procedures of Production**" shall have the meaning set out in Clause 12.1.

10. "**Services**" shall mean – both referring to a single service as well as several services – all services offered and provided by biotechrabbit.

### 3. Orders

1. All offers by biotechrabbit shall be considered an offer to contract only and shall be subject to change without notice (*freibleibend*).

2. An agreement is considered as binding only when biotechrabbit confirms the Customer's order in writing (e-mail sufficient).

### 4. Changes to sales orders and reservation of an orderly and on-time self-delivery

1. After accepting a sales order, biotechrabbit may make modifications to the Products without informing the Customer, with the understanding that such modifications are improvements that will not adversely affect the performance of the Products.

2. biotechrabbit shall be entitled to reserve its right of an orderly and on-time self-delivery (*Vorbehalt der ordnungs-gemäßen und rechtzeitigen Selbstbelieferung*) of raw materials sourced by it, including packaging and other material needed for the production and delivery of the Products (e.g. plastics). If and as far as an orderly and on-time delivery of such ordered raw material to biotechrabbit was not possible, biotechrabbit shall be relieved from its obligations under a confirmed order provided that biotechrabbit proves that it has placed sufficient orders for the required raw materials sourced by it and that it has undertaken its best commercial efforts to ensure delivery of required raw material from other sources. Notwithstanding the before stated, biotechrabbit shall not be relieved if it negligently or intentionally caused the non-delivery. biotechrabbit shall immediately notify the Customer about the non-delivery of raw materials sourced by it.

### 5. Revocation of orders

1. Revocation of a confirmed order for biotechrabbit's Products or Services will be effective only upon written confirmation from biotechrabbit. The Customer shall indemnify biotechrabbit against all losses, damage, claims, or action arising as a result of the revocation.

### 6. Delivery and return of Products

1. Depending upon the nature of the Product, shipments are made by post or courier, on cool packs, dry ice or without cooling.

2. Unless otherwise agreed in writing, the costs of shipping shall be borne by Customer.

3. Shipment terms are FCA (Berlin- Adlershof) according to INCOTERMS 2020.
4. Unless otherwise confirmed in writing, biotechrabbit does not guarantee specific delivery dates and shall not be responsible for any loss or damage of any kind or nature whatsoever caused by delay in delivery, irrespective of the cause of such delay.
5. The Customer shall bear the risk of incidental loss or incidental deterioration of the Products shipped, commencing when biotechrabbit hands over the Products to the shipping carrier.
6. The Customer is responsible for taking appropriate steps for receiving the Products upon delivery and is liable for all costs involved in taking care of the Products. The Customer acknowledges that terminal owners or carriers might destroy uncollected Products.
7. Purchased and delivered biotechrabbit Products will not be accepted for return unless returned in accordance with an issued authorization from biotechrabbit.

## 7. Prices

1. All prices are exclusive of value-added tax (VAT) and all other similar taxes, fees, or duties.
2. The Customer shall bear the packaging as well as shipment costs unless otherwise agreed in writing.
3. Until written confirmation of an order, biotechrabbit has the right to change all prices without notice.
4. Different prices are applied for bulk and custom orders.
5. biotechrabbit is entitled to adjust the price in accordance with changes in raw material and energy costs, currency exchange rates, taxes or duties/public fees that occur during the time after order confirmation and before delivery of Products or during the provision of Services. It will immediately inform Customer about such changes.
6. If the Customer does not accept the new price, Product orders can be cancelled without liability, provided the Customer cancels the order immediately.
7. In case of Services, the Customer is entitled to cancel the provision of Services if a new price is not accepted; any fees incurred until such termination shall not be affected by such termination.

## 8. Limitation of use

1. All biotechrabbit Products and Services are designed, intended and provided solely for **Research Use Only (RUO)**.

2. Any use of Products and Deliverables for other purposes, in particular human medical treatment, for diagnostic purposes, or as pharmaceuticals, shall only be permitted if such application is allowed pursuant to the statutory regulations applicable both to Customer and the user and has been approved by the competent authorities (insofar as necessary).

3. It is the sole responsibility of the Customer and / or the user to apply for and obtain the required approvals for any uses from the competent authorities. In addition, such applications require the prior written consent of biotechrabbit.

2. Unless otherwise agreed in writing, biotechrabbit neither assumes any warranty regarding design, merchantability or fitness for a particular purpose of its Products or Deliverables, nor regarding the outcome or results of its Services, especially, but not limited to, for any *in vitro* diagnostic usages. Deliverables and products are not suitable for administration to humans or animals.

3. Customer shall handle and use the Products and Deliverables in conformity with good laboratory practice, all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies and any patent and other proprietary rights of third parties.

4. biotechrabbit Products and Deliverables are to be used by trained laboratory personnel who are familiar with laboratories equipped to perform life science research. biotechrabbit Products and Deliverables may contain chemicals which are harmful if misused. Due care should be taken with all Products and Deliverables to avoid direct contact with components that are potentially harmful.

5. The Customer is responsible for requesting and adhering to information provided in product safety data sheet (SDS) pertaining to any hazards which may exist.

6. The Customer has no rights to use without notice any technical information received with the Products, Deliverables or Services for any purposes other than the use in the Customer's own research.

7. Product-related applications mentioned in all biotechrabbit literature are provided for informational purposes only, and biotechrabbit does not warrant that such applications have been tested by biotechrabbit.

## 9. Restricted license

1. Purchase of biotechrabbit Products or Services does not include a license to perform any patented or otherwise protected applications.

2. It is the sole responsibility of the Customer to determine whether any licenses for the particular application in which the Products, Deliverables or Service are used are required and to engage in the relevant license agreement(s).

## 10. Changes to the products / No reverse engineering

1. Customer shall not change or alter the Products.
2. Customer shall not, and shall not allow any third party to, without the prior written consent of biotechrabbit, (a) extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine, or attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine, the biological, chemical or physical structure or composition of any of the Products or, in each case, its components or (b) copy, alter, modify or otherwise design or create any derivative of the Products, or, in each case, its components.

## 11. Provision of Services

1. biotechrabbit shall use its commercially reasonable efforts to perform any Services ordered by the Customer and confirmed by biotechrabbit.
2. Upon completion of the Services or as otherwise agreed in writing, biotechrabbit shall deliver any agreed upon Deliverables.
3. "**Deliverables**" within the context of these General Terms and Conditions are reports, including test and experiment results as well as proposals for optimization generated, derived or provided to Customer by biotechrabbit as part of the performance of the Services (but in all cases excluding the production methods, assay methods as well as all related protocols and other information owned, developed, generated, improved or otherwise acquired by biotechrabbit in pursuit of or independently from the Services (hereinafter the "**Methods**"), and except for information on any components that are biotechrabbit's Background Property).
4. biotechrabbit may immediately and indefinitely suspend the provision of Services, if it has a reasonable apprehension that the continued provision of the Services will infringe a third-party right or otherwise put biotechrabbit at substantial risk of becoming the subject of litigation with a third-party.
5. biotechrabbit shall retain the entire worldwide right, title and interest to its own technologies,

processes, know-how, trade secrets, and other intellectual property, which have been developed or acquired independently from the provisions of the Services (hereinafter the "**Background Property**").

6. biotechrabbit and Customer agree that any of biotechrabbit's Background Property or any improvements to biotechrabbit's Background Property, which are used, improved, modified or further developed during the performance of the Services, including the Methods, shall be and remain the sole property of biotechrabbit.

7. Customer grants biotechrabbit the right to use its respective Background Property as required for the provision of the Services.

## 12. Usage of Customer Material and Procedures of Production for provision of Service / Indemnification

1. If raw materials, strains, and other materials, components or ingredients specified, sourced and / or provided by Customer or third-parties (including biotechrabbit) on behalf of Customer ("**Customer Materials**") and/ or specification, technologies or instructions provided by Customer or third-parties on behalf of Customer for the services ("**Procedures of Production**") are to be used for or in connection with the Services, it is the sole responsibility of Customer to provide these free of charge, at Customer's costs and on-time unless otherwise agreed in writing.
2. Unless otherwise agreed in writing, Customer shall be solely responsible for all quality controls of the Customer Materials and shall provide all information & data to allow a proper traceability of the Customer Materials. biotechrabbit is entitled to rely on the Certificate of Analysis (CoA) provided with or in relation to the delivered Customer Materials.
3. Customer shall be solely responsible for the correctness, validity and actuality of Procedures of Productions and will immediately inform biotechrabbit in case of any relevant changes in this respect.
4. biotechrabbit is entitled to utilize the Customer Materials (especially to mix, blend or combine them) and Procedures of Production for the provision of the Services.
5. **Indemnification by Customer:** In addition, if Procedures of Production and / or Customer Materials are used for or in connection with the Services, Customer shall indemnify biotechrabbit against each and any claims, fines and / or other expenses, such as but not limited to third-party claims and damages as well as legal fees, arising out of or in connection with i) the Procedures of

Productions, (ii) the Customer Materials and/or (iii) the marketing, sale, distribution or use of any Products manufactured or developed based on Procedures of Production or with Customer Materials. The before stated does not apply to the extent and insofar that such claims arise out of the gross negligent or intentional misconduct of biotechrabbit, its legal representatives or its vicarious agents (*Erfüllungsgehilfen*).

### 13. Warranties and liabilities / Limitation period

1. Each Product is warranted to meet the specifications stated in the corresponding product literature at the time of sale.
2. The Customer is responsible for examining the Products and Deliverables immediately upon delivery and to notify in writing both biotechrabbit and the carrier without undue delay and no later than one week after delivery. The failure to observe this one-week deadline shall result in the automatic loss of any warranty claims which might otherwise apply.
3. Alleged faulty Products or Deliverables shall be returned to biotechrabbit or be secured upon instructions from biotechrabbit.
4. In case of defective Products or Deliverables, biotechrabbit shall be entitled to replace the defective Products or Deliverables free of charge or, at biotechrabbit's sole discretion, refund to the Customer the price of the defective Products or Deliverables.
5. Should the replacement of the defective Products fail, the Customer is, in its discretion, entitled to a reduction of the purchase price for the defective Products or a withdrawal from the purchase of the defective Products and a refund of the purchase price in this respect.
6. biotechrabbit bears no liability in the event of inappropriate handling, processing or misuse of the Products or Deliverables by the customer or any third party.
7. Unless otherwise agreed in writing, Customer acknowledges that due to the research-based nature of the Services provided by biotechrabbit, biotechrabbit is neither able to warrant or guarantee a specific result nor the completion of the Services within a certain time period.
8. biotechrabbit shall only be liable for damages
  - resulting from injury to life, limb or health caused intentionally or negligently by biotechrabbit, its legal representative or vicarious agent (*Erfüllungsgehilfe*),
  - caused i) intentionally, ii) through gross negligence or iii) by fraudulent concealment of defects by biotechrabbit, its legal

representative or vicarious agent (*Erfüllungsgehilfe*),

- caused by a culpable violation of essential contractual obligations (*wesentliche Vertragspflichten*) by biotechrabbit, its legal representative or vicarious agent (*Erfüllungsgehilfe*). Essential contractual obligations in this context are those obligations that enable the proper performance of the contract and on which the other contracting party has relied and was also allowed to trust and whose culpable non-fulfilment endangers the achievement of the purpose of the contract.

Besides, any claims in accordance with mandatory (indispensable) laws remain unaffected.

8. The limitation period for claims of the Customer resulting from defects shall be 12 months following delivery of biotechrabbit's Products or performance of Services; this limitation period shall also apply for claims of the Customer based on tort resulting from defects of biotechrabbit's Products or Services. All other claims of Customer, including claims based on accessory obligations, precontractual liability or tort, are subject to a limitation period of 12 months from the date of delivery of the Products or provision of Services; this period begins with the existence of the respective claim, but not before the Customer has knowledge or should have knowledge of the fact giving rise to the claim. The afore-mentioned limitation periods shall not apply to claims of the Customer pursuant to Sec. 13.8 of the Terms and Conditions; in respect of these claims the respective statutory period of limitation and the respective statutory commencement of the limitation period shall apply.

### 14. Force majeure

1. Any case of *force majeure* or company shutdown or other impediments for which biotechrabbit is not responsible and which affect biotechrabbit or its suppliers shall release biotechrabbit from contractual delivery obligations for the term of the disruption and of its effects.
2. *Force majeure* is any cause beyond the reasonable control of biotechrabbit, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labor disputes, act of God, war, riot, civil commotion, epidemics, pandemics, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm difficulty or increased expense in obtaining workmen,

materials, goods or raw materials in connection with the performance of the contract).

3. biotechrabbit shall give notice of suspension as soon as reasonably possible. biotechrabbit shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party.

4. In the event that the cause continues for more than six months either party may terminate the contract with 30 (thirty) days' notice.

## 15. Retention of title

1. biotechrabbit reserves a retention of title (*Eigentumsvorbehalt*) on the Products until the Customer has discharged all of its obligations arising from the business relationship with biotechrabbit.

2. The Products subject to reservation of title may neither be pledged nor transferred as collateral. Customer shall only be authorized to sell the products subject to the retention of title in the ordinary course of its business.

3. To secure biotechrabbit's claims from the business relationship with the Customer, Customer herewith already now assigns to biotechrabbit its claims resulting from the resale of the Products subject to retention of title in the amount of biotechrabbit's invoice for the delivery of the respective Products. Payments which the Customer receives as payment for the sale of Products subject to retention of title shall first be credited to that part of the total claims not assigned to biotechrabbit, insofar as the payer does not expressly state otherwise.

4. Insofar as retention of title in the biotechrabbit's favor exists or claims of the Customer are assigned to biotechrabbit, the Customer shall be obligated to provide any information necessary for the protection of biotechrabbit's rights. The costs of any interventions to protect biotechrabbit rights shall be borne by the Customer.

5. Subject to revocation of such right by biotechrabbit, the Customer shall be authorized to collect the claims assigned to biotechrabbit. biotechrabbit's right to collect the assigned claims itself shall remain unaffected hereby.

6. Insofar as the value of the collateral granted by this section exceeds the amount of biotechrabbit's claims by more than 10 %, biotechrabbit shall be obligated to re-assign the collateral in the respective amount.

7. Upon the full performance of biotechrabbit's claims, including all auxiliary claims, the respective collateral shall be automatically

transferred back to the Customer without a special act of transfer.

## 16. Invoicing and payment

1. All amounts due are payable in Euro, unless otherwise agreed in writing.

2. biotechrabbit invoices are due 14 days after the invoice date. biotechrabbit is entitled to request up-front payment from any Customer within its own discretion; such is standard with new customers.

3. Payments can be made by bank transfer, credit card and PayPal (see *payments.biotechrabbit.com*). For credit card and PayPal payments there is a 5 % charge.

5. Bills of exchange are not accepted as a means of payment. Checks shall only be accepted pending full discharge of the debt

6. In the event of late payment, biotechrabbit shall assess interest accruing as of the due date, without dunning notice, in the amount of 9 (in words: nine) percentage points above the base interest rate applicable in Germany within the meaning of § 247 BGB.

## 17. Place of performance

1. Berlin- Adlershof shall be the place of performance and payment.

## 18. Set-Off and Assignment

1. The Customer may only set-off its own claims against due payments or claim a right of retention insofar as its claims are determined with *res judicata* effect, are non-disputed, or are recognized by biotechrabbit.

2. In addition, the Customer shall not be permitted to assign its claims against biotechrabbit without biotechrabbit GmbH's prior written confirmation.

## 19. Confidentiality

1. Customer agrees not to disclose any confidential information relating to biotechrabbit's know-how and proprietary rights, which it received prior or during the performance of the contractual relationship with biotechrabbit. This obligation of confidentiality does not apply if Customer can prove that (i) the information was already in the public domain, (ii) the information becomes generally available to the public through no fault of the Customer, (iii) the information was already known to the Customer prior to the conclusion of the contract, or (iv) the information was lawfully made known to the Customer by a

third party without violation of any confidentiality obligations.

## 20. Governing Law and Jurisdiction

1. The contractual relationship between biotechrabbit and Customer as well as any non-contractual claims arising out of such relationship shall be exclusively governed by and construed in accordance with the laws of Germany without giving effect to the laws of conflict. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

2. To the extent legally permissible, the courts of Berlin shall have exclusive jurisdiction. biotechrabbit may, however, elect to have such disputes decided by the courts having jurisdiction at the domicile of the Customer.

## 21. Changes to Terms and Conditions

1. biotechrabbit may change these Terms and Conditions as ongoing improvement. The up-to-date and valid Terms and Conditions are available from biotechrabbit at the time of order placement and always indicate the date of the last revision.

2. biotechrabbit shall notify the Customer of the amendments or additions in text form no later than six weeks before they come into effect. If the Customer does not agree with the amendments and additions to the Terms and Conditions, it may object to them in text form with a notice period of one week to the date on which the amendments or additions are intended to take effect. If the Customer does not object, the changes or additions to the Terms and Conditions shall be deemed to have been approved by the Customer. biotechrabbit shall specifically draw the Customer's attention to the intended significance of his behavior when notifying him of the changes or additions to the Terms and Conditions.

## 22. Severance clause

1. If any provision of this Agreement becomes invalid, illegal or unenforceable, the remaining provisions hereof nevertheless will continue in full force and effect without being impaired or invalidated in any way. The Parties are aware of the case law of the Federal Supreme Court, where, after all, a salvation clause merely reverses the burden of proof. However, it is the express intention of the Parties to maintain the validity of the remaining provisions of the contract under all circumstances and thus to abolish article 139 BGB (German Civil Code) in its entirety.

2. Any General Terms and Conditions that are not included or are invalid shall be replaced by

statutory law (§ 306 (2) BGB (German Civil Code)). In all other respects, instead of the invalid, illegal or unenforceable provision, a provision shall apply which comes closest to the invalid, illegal or unenforceable in economic terms. The same applies in case of a regulatory gap.

## 23. Date

Last revised: January 2026