

General Terms and Conditions for Distributors

1. General

1. The following Terms and Conditions (hereinafter the "Terms and Conditions") shall apply to the contractual relationship with appointed distributors (hereinafter the "Distributors") as well as to any and all sale of products from biotechrabbit GmbH (hereinafter "biotechrabbit") to Distributors.
2. Distributors shall be considered entrepreneurs within the meaning of § 14 German Civil Code ("*Bürgerliches Gesetzbuch*", "BGB").
3. These Terms and Conditions shall exclusively apply to all contracts with the distributor (hereinafter the "Distributor").
4. At latest at the receipt of order confirmation, the Distributor is considered to have accepted these Terms and Conditions unless a written notice is given immediately to biotechrabbit.
5. Any reference to the terms and conditions or other set of rules of the Distributor is explicitly rejected by biotechrabbit.
6. Any oral agreements or deviating terms and conditions shall be binding only if expressly acknowledged by biotechrabbit in writing.

2. Scope of appointment

1. The appointment of Distributor shall be non-exclusive and biotechrabbit retains all rights to sell or have sold the products (single or bulk) in the respective territory assigned to Distributor by itself or by third parties.
2. In particular, biotechrabbit reserves the right to sell its products as well as parts or modifications thereof as OEM and to permit other parties the distribution of the products, or any part of them, in the respective territory assigned to Distributor, under their own private labels.
3. No compensation to Distributor for the reservations stipulated in Clauses 2.1. and 2.2. is owed by biotechrabbit.
4. Without biotechrabbit's prior written consent, Distributor may not actively solicit and distribute the products outside of the assigned territory or to such customers or customer groups as biotechrabbit has reserved for itself or has exclusively assigned to a third party. However, the Distributor is entitled to passively serve requests from such customers as long as serving such request does not violate any laws and regulations, in particular sanction laws or regulations or Export Control Laws. biotechrabbit will inform Distributor about customers or customer groups

that biotechrabbit has reserved for itself or has exclusively assigned to other third parties.

5. Distributor shall at all times act as an independent contractor and shall affect all sales in its own name and on its own account, and nothing shall be construed to constitute the appointment of Distributor as commercial agent or legal representative of biotechrabbit for any purpose, nor shall a joint venture or partnership be established.

3. Remuneration

1. The remuneration to Distributor shall at any time solely be limited to the difference between the amount paid to biotechrabbit for the ordered products and the amount Distributor resells the products to its customers. With such, any and all claims of the Distributor for remuneration and expenses against biotechrabbit shall be compensated.
2. Any discounts, bonuses or rewards granted to Distributor are solely offered on a voluntary basis and biotechrabbit shall have the right to fully or partly revoke such at any time.

4. Obligations of Distributor

1. Distributor shall use its best efforts to, at its own cost, advertise, promote, sell, exhibit, organize workshops, and otherwise create a demand for the products in the assigned territory.

5. Orders

1. All offers by biotechrabbit shall be subject to change without notice (*freibleibend*).
2. Any order by the Distributor shall only become binding when biotechrabbit confirms the Distributor's order in writing.

6. Changes to the orders and reservation of an orderly and on-time self-delivery

1. After accepting an order, biotechrabbit may make modifications to the products without informing the Distributor, 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 ordnungsgemäßen 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.

7. Revocation of orders

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

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

9. Usage of the products

1. The products are sold for **Research Use Only (RUO)**.

2. Distributor has to ensure in its sale and distribution of the products that they are sold or distributed as **Research Use Only (RUO)**.

3. The products shall not be marketed, sold or used for other purposes unless expressly approved for such purposes by the appropriate regulatory authorities in the country of use. It is the sole responsibility of the user of the products to determine if any permits or licenses for the usage of the products (including usage of the products with or in third-party products) are required and to apply and obtain any permits or licenses required in this respect. Distributor has to ensure that an according obligation is levied upon its customers.

4. biotechrabbit's products do not include a license to perform any patented or otherwise protected applications; therefore, it is the sole responsibility of the user of the products to determine whether any licenses for the particular application in which the product is used are required and to engage in the relevant license agreement(s).

5. Distributor shall ensure that its customers are informed about the limitations laid down in Clauses 9.1 – 9.4. Distributor further agrees to report to biotechrabbit any activities by customers outside the intended use or in violation of the licenses conveyed with the sale of such products Distributor becomes aware of without delay.

6. Any technical information received in connection with the products shall not be used for any purposes other than the use of the products in the user'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.

10. Handling of and Changes to the products / No reverse engineering

1. Distributor shall not change or alter the products and shall handle and use the products 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.

2. Distributor shall not, and shall not allow any third party to, without the prior written consent of biotechrabbit, (a) extract 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 products or, in each case, its components or (b) copy, alter, modify or otherwise design or create any derivative of biotechrabbit products, or, in each case, its components.

11. Trademarks

1. Products shall be sold by Distributor only in the original packages and shall not be relabeled or otherwise marked, unless specifically agreed to by the parties in writing or except as required by governmental regulations in force in the assigned territory, and approved by biotechrabbit. However, Distributor may add an additional label saying "Authorized Distributor in the Territory.
2. Registered names, trademarks, etc. used on or in the biotechrabbit website, catalog, or other literature, even when not specifically marked as such, are not to be considered unprotected by law.
3. biotechrabbit has registered the following trademarks: biotechrabbit™, CAPITAL™, AllScript™, AnyScript™.
4. Distributor shall report to biotechrabbit any infringement of the trademarks, or imitation of the trademarks and/or the products, of which it may become aware of, and shall assist biotechrabbit in protecting its rights in and to the trademarks and/or the products; but Distributor shall not initiate any protective action with respect to the trademarks and/or the products without biotechrabbit's prior written authorization.

12. Prices

1. Stated prices are exclusive of value-added tax (VAT) and all other similar taxes, fees, or duties.
2. The Distributor 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 costs, currency exchange rates or duties/public fees that occur during the time after order confirmation and before delivery. It will immediately inform Distributor about such changes. If the Distributor does not accept the new price, the order can be cancelled without liability, provided the Distributor cancels the order immediately.

13. Warranties and liabilities

1. Each product is warranted to meet the specifications stated in the corresponding product literature at the time of sale.
2. biotechrabbit does not assume any warranty regarding the design, merchantability or fitness for a particular purpose of the products.
3. The Distributor is responsible for examining the products 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.
4. Alleged faulty products shall be returned to biotechrabbit or be secured upon instructions from biotechrabbit.
5. In case of defective products, biotechrabbit shall be entitled to replace the defective products free of charge or, at biotechrabbit's sole discretion, refund to Distributor the purchase price of the defective products. Should the replacement of the defective products fail, the Distributor 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 has no liability in the event of inappropriate handling and processing of the products by Distributor or any third party.
7. 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 Distributor resulting from defects of the products shall be 12 months following delivery of biotechrabbit's products or performance of services; this limitation period shall also apply for claims based on tort resulting from defects of biotechrabbit's products or services. All other claims of Distributor, including claims based on accessory obligations, precontractual liability or tort, are subject to a limitation period of 24 months from the date of delivery of the products or provision of services. The aforementioned limitation periods shall not apply to claims of the Distributor pursuant to Sec. 13.6 of these 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. Delivery and return

1. Depending upon the nature of the product, shipments are made by post or courier, on cool packs, dry ice or without cooling.
2. Shipment terms are FCA (Berlin, Germany) according to INCOTERMS 2020. The Distributor 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.
3. 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.
4. The Distributor is responsible for taking appropriate steps for receiving biotechrabbit's products upon delivery and is liable for all costs involved in taking care of the products. The Distributor acknowledges that terminal owners or carriers might destroy uncollected products.
5. Purchased and delivered biotechrabbit's products will not be accepted for return unless returned in accordance with an issued authorization from biotechrabbit.

15. Retention of title

1. biotechrabbit reserves a retention of title (*Eigentumsvorbehalt*) on ordered products until the Distributor 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 security. Distributor 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 Distributor, Distributor herewith now assigns to biotechrabbit a first-priority creditor right to its claims resulting from the resale of the products subject to retention of title in the amount of biotechrabbit's invoice. Payments which the Distributor 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 biotechrabbit's favor exists or claims of the Distributor are assigned to biotechrabbit, the Distributor shall be obligated to provide any information necessary for the protection of biotechrabbit's rights. The costs of any interventions to protect biotechrabbit's rights shall be borne by the Distributor.
5. Subject to revocation of such right, the Distributor 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 security granted by this section exceeds the amount of biotechrabbit's claims by more than 20 %, biotechrabbit shall be obligated to reassign the security in the respective amount.
7. Upon the full performance of biotechrabbit's claims, including all auxiliary claims, the respective securities shall be automatically transferred back to the Distributor 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 within its own discretion; such is standard with new distributors.
3. Bills of exchange are not accepted as a means of payment. Checks shall only be accepted pending full discharge of the debt.
4. In the event of late payment, biotechrabbit shall assess interest accruing as of the due date, without dunning notice, in the amount of 9 % above the base interest rate applicable in Germany within the meaning of § 247 BGB.

17. Compliance with Laws

Compliance with Laws

1. Distributor represents and warrants that it is in compliance with all laws and contracts applicable to this Agreement, the Products and the operation of its business.

2. Without limiting the generality of the foregoing, Distributor shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement, including paying any customs duties and taxes due on importing the Products into, and selling them, in the Territory.

Compliance with Anti-Corruption Laws

Distributor represents covenants and warrants to Vendor that

1. Neither Distributor nor any of its officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with any sale made or to be made hereunder, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of biotechrabbit:

pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any public official for the purpose of

- (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party,
- (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or
- (iii) securing any improper advantage.

2. Neither Distributor nor any of its officers, directors, employees, agents or other representatives are currently – or are currently associated with or owned by – a public official.

3. Neither Distributor nor any of its officers, directors, employees, agents or other representatives is, or has been, debarred, suspended or otherwise prohibited from transacting business with a government institution or been convicted of any crime involving fraud, conflict of interest, bribery or gratuity violations.

4. Distributor has implemented effective disclosure procedures, controls and accounting systems to ensure compliance with applicable anti-corruptions laws, including, but not limited to applicable German, European and US anti-corruption and sanction regulations. Distributor agrees to adhere to full compliance to anti-corruption and sanctions regulations and to operate in a manner fully consistent with normal, fair and ethical practices.

5. Distributor will immediately notify biotechrabbit of any changes to the foregoing or if it becomes aware of potential behavior that violates any applicable law, including, but not limited to applicable German, European and US anti-corruption and sanction regulations and policies.

Compliance with Export Control Laws

1. Distributor acknowledges that Products are subject to national and international export control laws and regulations (“Export Control Laws”). Distributor represents and warrants that it will comply with applicable Export Control Laws in connection with its purchase and resale of Products, and will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Products, results, documentation, information or technology (including products derived from or based on such technology) received from Vendor or its Affiliates to any destination, entity, or person prohibited by the Export Control Laws or otherwise in violation of any Export Control Laws.

Compliance with Privacy Laws

1. Distributor shall treat all information relating to an identified or identifiable natural person (“Protected Data”) as confidential and comply with all applicable privacy laws, including GDPR, as appropriate. When processing Protected Data on behalf of Vendor, Distributor will only process data necessary for notified purposes and maintain appropriate technical and organizational measures to prevent unauthorized or unlawful access, processing, loss, or destruction.

2. Distributor will ensure affected individuals are informed and provide written consent for the processing, disclosure, and transfer of Protected Data as required by law.

18. Audits

1. During the term and for a period of five (5) years thereafter (or as otherwise required by law), Distributor agrees to maintain all (a) agreements and orders regarding the products, (b) related service records and (c) other files relating to the sales, marketing and inventory of products. Such records shall be available at their normal place of keeping for inspection biotechrabbit or its representatives for the purpose of determining whether Distributor has complied with the terms and conditions of this Agreement.

2. Distributor shall allow biotechrabbit, or its authorized representatives, to perform inspections of Distributor's facilities associated with the distribution of the products and will permit access, during regular business hours, to the facilities, storage areas and its books, records and accounts, as requested by biotechrabbit.

3. Distributor shall allow biotechrabbit, or its authorized representatives, to perform an audit of books and records of Distributor that are deemed necessary by biotechrabbit to confirm Distributor's compliance with applicable law, including applicable German; European and US anti-corruption regulations, Export Control Laws, or Vendor's Corporate Code of Conduct and Ethics.

19. Termination

1. The appointment of the Distributor shall be in line with the according authorization letter issued by biotechrabbit. If not prolonged by biotechrabbit in writing, it shall automatically terminate upon the end of the period stipulated in the authorization letter.

2. In all other cases, the appointment of the Distributor shall have an indefinite term. Either party may terminate the appointment at any time upon three months prior notice.

3. Notwithstanding the before stated, either party may terminate immediately for cause.

20. No Compensation Claims in case of termination

1. Neither party shall be liable to the other for damages, indemnities, or any other compensation whatsoever on account of termination for any reason given by this Agreement.

2. In particular and as far as legally possible, the compensation claim in accordance with § 89b German Commercial Code (HGB) as well as any other compensation claims granted by national or international law are explicitly excluded.

3. The above does, however, not preclude both Parties from collecting damages from each other which have been caused by the other party prior to termination.

21. Right to repurchase products in case of termination

1. biotechrabbit shall have the right, but not the obligation, to repurchase, at Distributor's original costs of purchase from biotechrabbit, all of the saleable products then owned by Distributor, which Distributor does not need to fill orders. Distributor shall, within sixty (60) days following the termination, confirm to biotechrabbit the quantities of saleable products in its inventory.

22. Place of performance

Berlin shall be the place of performance and payment.

23. Set-Off and Assignment

1. The Distributor 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 Distributor shall not be permitted to assign its claims against biotechrabbit without biotechrabbit GmbH's prior written confirmation.

24. Performance through Affiliates, Subcontractors and other Third-Parties

1. Without biotechrabbit's prior written approval, Distributor shall not be entitled to engage Affiliates, subcontractors or any other third party as its subagent or otherwise in the performance of its obligations under this Agreement. Such approval by biotechrabbit shall not be unreasonably withheld. If approval is granted, Distributor shall ensure that its Affiliates, subcontractors and other third parties are subject to the same obligations as stipulated under this Agreement and shall be liable towards biotechrabbit for any breach or failure to observe the obligations by its Affiliates, subcontractors or other third parties.

2. For the purpose of this Agreement, the term "Affiliate" shall mean any corporation, partnership or other business organization which either Party directly or indirectly controls or any company by which either Party is controlled by or is under

common control with or any organization the majority ownership of which is directly or indirectly common to the majority ownership of a Party hereto. For the purpose of this Agreement "control" shall mean the holding of 50 % (fifty percent) or more of the voting stock or other ownership interests of the corporation or business entity involved.

25. Confidentiality

Distributor 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 Distributor 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 Distributor, (iii) the information was already known to the Distributor prior to the conclusion of the contract, or (iv) the information was lawfully made known to the Distributor by a third party without violation of any confidentiality obligations.

26. Governing Law and Jurisdiction

1. The contractual relationship between biotechrabbit and Distributor 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 Distributor.

27. Changes to Terms and Conditions

1. Changes to these Terms and Conditions have to be done in written form (text form). This also applies to changes to this Clause 27.1.

2. 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.

3. biotechrabbit shall notify the Distributor of the amendments or additions in text form at least six weeks before they come into effect. If the Distributor does not agree with the amendments and additions to these 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 Distributor does not object, the changes or additions to these Terms and Conditions shall be deemed to have been approved by the Distributor. biotechrabbit shall specifically draw the Distributor's attention to the intended significance of his behavior when notifying him of the amendments or additions to the terms and conditions.

28. Severance clause

If any provision of these Terms and Conditions become invalid, illegal, or unenforceable, the remaining provisions hereof nevertheless will continue to remain 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 these Terms and Conditions under all circumstances and thus to abolish § 139 BGB (German Civil Code) in its entirety. Instead of the invalid, illegal or unenforceable provision, a legally permissible provision shall apply which comes closest to the invalid, illegal or unenforceable in economic terms. The same applies in case of a regulatory gap.

29. Date

Last revised: December 2025