1. Applicable conditions:

1.1. The provision of services or goods, and any related work (collectively, the "**Services**") as described in an offer or quotation (collectively, the "**Offer**") and carried out by the Eurofins legal entity as per the Offer (the "**Service Provider**"), shall be governed exclusively by these General Terms and Conditions of Sale (the "**GTCS**"). These GTCS shall form the basis of the agreement between the Service Provider and the customer or any of its Affiliates (as defined below) or authorised representatives (the "**Customer**" and collectively with the Service Provider as the "**Parties**" or the "**Party**" individually) and shall prevail over any conflicting terms in the Customer's documents, including their general terms and conditions of purchase. The GTCS supersedes all prior verbal or written price quotations or agreements. Any modifications to the GTCS require the written agreement of both Parties.

1.2. The Service Provider undertakes to perform the Services wholly and exclusively as described in the accepted Order, it being understood that no implicit or implied services are included.

2. Order Acceptance and Contract Formation:

2.1. A contract incorporating these GTCS (the "**Contract**") is formed when the Customer issues an order in response to the Service Provider's Offer (the "**Order**"), and that Order is accepted by the Service Provider. It shall be deemed accepted and effective when: (i) the Offer (with the GTS attached) is explicitly accepted and signed by the Customer; or (ii) the Service Provider explicitly confirms acceptance of the Order in writing, or (iii) the Service Provider proceeds with execution of the Order without requiring written confirmation.

2.2. The commercial aspects of the Order that are not expressly covered by these GTCS, including pricing, estimated turnaround times, and delivery dates, must be agreed upon, in writing, at the time of ordering.

2.3. The Contract shall consist of the following documents (in order of precedence, unless expressly agreed otherwise): (i) these General Terms and Conditions (GTCs), except for those specific parts or provisions that are explicitly derogated from in writing in the Order and expressly agreed by both Parties, in which case such agreed deviations in the Order shall take precedence, (ii) the Order issued by the Customer and accepted by the Service Provider (which implies acceptance of the GTCS), (iii) the Service Provider's Offer (including quotation and any referenced specifications or scope of work), and (iv) any addendums, annexes, or payment schedules expressly agreed in writing by both Parties.

3. Performance conditions:

The Service Provider shall perform the Services with reasonable skill, care, and diligence, in accordance with applicable industry standards, as well as any specific requirements and criteria explicitly agreed upon in the Contract.

The Service Provider shall not be liable for any failure of the Services or the deliverables to comply with the provisions of clause 3, where the same arises directly or indirectly and whether in whole or in part as a result of: (i) a breach by the Customer of any of its obligations under this Contract; (ii) an event of Force Majeure; (iii) any design, specification or requirement of the Customer; or (iv) use of the Customer materials (including products and samples).

4. Time of completion - acceptance:

4.1. Unless expressly agreed otherwise in writing, time shall not be of the essence for the performance of the Services under the Contract. The effective date shall be the start date on which the work commences, and the term of the Contract shall continue until the Services have been fully performed in accordance with the Contract, unless otherwise agreed in writing by the Parties.

4.2. Obstructions or interruptions beyond the Service Provider's control will suspend the time of completion.

4.3. The Customer shall approve, reject with reasons, or provide comments on any deliverables, or requests for acceptance of the Services, within fifteen (15) calendar days of Service Provider's submission of the deliverables to Customer. In the absence of a timely response with written justification or evidence of refusal, the Services or deliverables shall be deemed accepted without reservation.

5. Price:

5.1. Unless otherwise stipulated in the Offer, the fixed amount price as specified in the Offer and all the prices referred to in the Offer, (hereafter the "**Contract Price**"), shall be stated in the currency of the country where the Service Provider performs Services. The prices can be updated and/or revised, by written agreements between the Parties, on an annual basis, based on the applicable consumer price index of the relevant jurisdiction in line with the percentage increase in the preceding 12-month period, but only where permitted under applicable law and where the project or deliverables extend beyond one year, unless otherwise agreed to by the Parties in writing.

5.2. Contract Prices are exclusive of applicable taxes (including, without limitation, sales, use and VAT) and are based on tariffs in force on the day of the remittance of the Offer to the Customer. Applicable taxes are those in force on the date of invoicing.

5.3. The Contract Prices are applicable to the current Offer and do not apply to additional or further Orders.

6. Payment – Delay in payment:

6.1. Payments shall be made according to the Service Provider's invoice, and always subject to clause 6.2, net and without discount. Invoice issuance and payments shall be made upon completion of milestones or service stages, as set out in any payment schedule.

6.2. Unless the Parties have agreed otherwise, all invoices shall be paid within thirty (30) days from the invoice date. Any dispute regarding an invoice must be communicated in writing to the Service Provider within thirty (30) days of the invoice date. Any invoice not disputed, in writing, within this period shall be deemed approved, and the Service Provider shall be entitled to receive payment for the Services as specified in the invoice. The full payment of the price shall trigger the transfer of ownership of the deliverables (i.e. all materials specified in a particular Order to be provided by the Service Provider to the Customer as part of the Services under the Contract) to the Customer.

6.3. The Customer shall pay the undisputed amount in case of a dispute. The disputed portion of the invoice may be withheld until resolution of the matter, but the Customer may bear the interest referred to in clause 6.4, from the due date of the payment, unless agreed otherwise by the Parties. Any costs reasonably incurred by the Service Provider as a result of the late payment, limited to those arising from collection efforts, shall be borne by the Customer.

6.4. Any invoice remaining unpaid after the due date may, where permitted by applicable law, be subject to applicable statutory interest, an administrative penalty, and/or extrajudicial costs.

6.5. If the Customer or its contractor delays, suspends, or halts the Services, all completed work and incurred costs become immediately payable, without prejudice to any further compensation due to the Service Provider. Upon termination or expiration of the Contract, the Customer must pay for all Services performed and authorised expenses incurred up to that point, including any work-in-progress started before receiving notice of termination, and including a proportionate share of the Service Provider's profit margin.

6.6. There shall be no right to set off by the Customer under the Contract.

7. Liability and Insurance:

7.1. In no event shall the Service Provider be responsible for penalties, liquidated damages or any indirect, immaterial, consequential, incidental, punitive or special damages (including without limitation damages for lost profits or revenue, loss of use, business interruption, loss of information, the procurement of substitute services or other damage based on lost future incoming cash flows or lost benefits/savings) of the Customer or of any third-party, even if Service Provider has been advised of the potential for such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

7.2. Notwithstanding anything to the contrary stated elsewhere, Service Provider's total aggregate liability, whether arising from contract, tort (including negligence), breach of statutory duty, or otherwise, for all claims, losses, damages, and expenses arising out of or in connection with the Contract, whether before, during, or after performance of the Services, shall be limited to (i) [one hundred percent (100%)] of the Contract Price, due and paid by Customer to Service Provider in the past twelve (12) months in relation to the applicable Order giving rise to such liability, OR (ii) [two hundred fifty thousand euros (250 000 EUR)], per calendar year, whichever amount is less. This cap includes, without limitation, indemnification for third-party claims, penalties, and termination fees. Any other liability that cannot be excluded or limited by applicable law is excluded from the cap.

7.3. For the avoidance of doubt, the Parties acknowledge and agree that in no event shall Service Provider nor any of its affiliates (i.e. any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, hereafter an "**Affiliate**") be jointly and severally liable with respect to any Order placed by the Customer or any of its Affiliates. Service Provider and its Affiliates are separate and distinct legal entities, and Service Provider shall not be deemed to have any obligation with respect to another Affiliate's performance or non-performance of any obligation under this Contract or any Order. Each Affiliate shall be solely responsible for its own actions, inactions, and obligations arising from its specific Contract.

7.4. Each Party shall maintain insurance sufficient to cover its interests and liabilities, including, without limitation, workers' compensation (if applicable) and general liability.

8. Warranties and Indemnification:

8.1. Only where permitted under applicable law and except as expressly set forth in the Contract, Service Provider makes no warranties of any nature, whether written, oral, expressed or implied under this Contract or any Order under it, and, to the fullest extent permitted by law, Service Provider specifically disclaims all other warranties, including without limitation, any warranty of suitability, merchantability, non-infringement or fitness for a particular purpose.

8.2. The Customer shall indemnify, defend, and hold harmless Service Provider, its Affiliates, or their respective officers, directors, and employees (collectively, the "**Service Provider Indemnitees**") against any kind of third-party claims, liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorney's fees, court costs and any amount paid in settlement) ("**Claims**") that Service Provider Indemnitees shall or at any time may sustain to the extent such Claims arise from or in connection with: (a) fraud, negligence, or the wilful misconduct of the Customer, its Affiliates, and their respective officers, directors, employees, and agents; (b) the receipt or use of materials provided by the Customer or its Affiliates under the Contract; and/or (c) the unauthorised use of the Services or deliverables provided by Service Provider under the Contract. This indemnity excludes Claims arising from fraud, gross negligence, or the wilful misconduct of the Service Provider Indemnitees.

9. Intellectual property:

Each Party retains ownership of its respective background intellectual property ("**IP**"). All inventions and deliverables created under the Contract shall belong exclusively to the Customer, subject to Customer's payment for the Services. Service Provider may retain a copy of deliverables for legal and archival purposes. Any IP newly developed by Service Provider outside the Services remains its exclusive property, unless agreed otherwise by the Parties.

The Customer shall not use the Service Provider's name, logo, or trademarks, including in any publication or report, without prior written approval.

10. Miscellaneous:

10.1.Each Party undertakes to maintain the confidentiality of all the information and documents which it gained knowledge of during the negotiation and performance of the Contract. Information in the public domain is not considered as being confidential. Each Party may disclose confidential information if required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

10.2.Each Party agrees to comply with the Service Provider's ethics policies, available at request.

Any violation of the stipulations of this article constitutes a breach of contract, which shall entitle the Service Provider to suspend and/or terminate the Contract.

10.3.The Parties shall act in accordance with the applicable data protection and privacy laws to the extent that those obligations are relevant to the Contract. Any data sharing or data transfer agreements required will be incorporated into the Contract.

10.4.The Parties shall notify the other in writing, as soon as possible and without undue delay, upon becoming aware of any Personal Data Breach in respect of any Personal Data under the Services.

10.5.The Service Provider shall not be liable for any delays, non-performance, or failure to meet performance objectives, nor for any additional costs (including inflation) beyond the Service Provider's reasonable control, including in cases of Force Majeure (e.g. Acts of God) or governmental requirements. The Parties shall, in good faith, agree in writing on necessary adjustments, including deadline extensions and cost coverage based on supporting documentation. If no agreement is reached within one (1) month of initial discussions, the Service Provider may terminate the Contract. The Customer shall compensate the Service Provider for services performed and reimburse all costs and expenses, including a proportionate share of the Service Provider's profit margin related to those services.

11. Disputes and governing law:

In the absence of an amicable resolution, any dispute relating to the Contract shall be submitted to a court of competent jurisdiction in the place where the Services are performed. The law of the jurisdiction in which the Services are performed shall be applicable. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Contract.