

General Terms and Conditions Institute of Applied Biotechnologies, a.s.

Article 1 - Applicability and Basic Definitions

1. These terms and conditions (hereinafter the "Terms and Conditions") shall regulate all contractual arrangements between Institute of Applied Biotechnologies, a.s., ID No.: 27225712, VAT No.: CZ27225712, with registered office at Služeb 3056/4, 108 00 Praha-Strašnice, entered in the Commercial Register kept on file at the Municipal Court in Prague, Section C, Insert 195507, Czech Republic (hereinafter the "Provider") and the customer as the buyer of the services or goods (hereinafter the "Customer") supplied by the Provider, unless expressly agreed otherwise in writing.

2. The goods and services within the meaning of paragraph 1 of this Article include:

a. Supplies and services agreed based on the Provider's bid submitted to the Customer, or based on an agreement entered into between the Customer and the Provider.

3. The following definitions shall serve for the purpose of these terms and conditions:

a. Agreement is any agreement established upon the acceptance of the Provider's offer, pursuant to which the Provider shall supply goods or render services to the Customer.

b. Samples are any chemical or biological materials, which the Customer submits to the Provider, typically for the purpose of performing the service specified in the offer.

c. Analysis is the laboratory analysis of a provided sample, with the use of methods and procedures, and to the extent specified in the purchase order.

d. Website means the website available at www.iabio.eu.

4. Except for the present Terms and Conditions and any specific terms and conditions agreed directly between the Parties (order according to the offer specification), the Agreement does not contain any other provisions which may be in conflict with the present Terms and Conditions, or any other contractual terms and conditions, especially the Customer's terms and conditions, even if the Provider has been fulfilling this Agreement without an express refusal of such terms and conditions.

Article 2 - Purpose of Agreement

Services

1. The Provider shall accept purchase orders for Analyses via by official order sent to e-mail iabio@iabio.eu, unless agreed otherwise. The Customer and the Provider agree that by ordering of the Service, a contract negotiated at the distance shall be entered into whose inseparable part are these general terms and conditions. The subject matter of this contract is especially the Provider's commitment to carry out the laboratory Services, and the Customer's commitment to pay the price for such service performed.

2. The Provider specifies in the offer detailed customer requirements, which are necessary to successfully perform the service, and the Customer shall comply with such instructions. The Provider shall not be held liable for any failing of the Service as a consequence of the Customer's improper preparation of Samples and failure to comply with the conditions for the transport of samples. The Customer is aware of and accepts the risk that even when samples are prepared according to the instructions of the Provider, the technical specifications of the Service may not be achieved.

3. The Customer shall provide the Provider with information on the nature of the samples required by the applicable legislation to transport of the samples and at the same time, when submitting the samples for shipment, shall comply with all rules specified in the document "Requirements for transportation of samples". Samples shall be transported by contract carrier services. The Provider takes samples from Customers only after confirmation of receipt of order from the Customer.

4. The Provider shall commence the Service as of the moment of the Sample acceptance. Until the Samples are accepted by the Provider from the carrier, the risk of damage or loss shall be on the Customer's side and the Customer shall not be entitled to raise any claims for damages against

the Provider. The Provider undertakes to store the samples in such a manner that the samples cannot be damaged or misused. The Customer undertakes to inform the Provider about special conditions for Sample handling and storage.

5. All samples must be duly labeled to avoid any confusion. Sample labeling must be anonymized and in accordance with applicable legislation. Samples shall be accompanied by a completed "Information on samples" form. Should the Customer fail to comply with these requirements, the Provider shall be entitled to withdraw from the contract for work, in which case he is not obliged to perform the service.

6. The Provider undertakes to carry out the Services with due expertise and care; however, the Provider does not guarantee that the performance of the Service will achieve the desired result. Even Services under which the desired results are not reached will be considered duly completed.

7. The Provider shall typically submit the Service results to the Customer according to the specifications in the offer. The day of handover and takeover of the service is the day when the results are handed over or handed over in another way as specified in the offer.

The Provider shall not be held liable for the interpretation of the results and the conclusions made on the basis thereof.

7. The service provider submits the service results to the customer according to the specifications in the offer. The day of handover and takeover of the service is the day when the results are handed over by protocol or handed over in another way as specified in the offer. The Provider is not responsible for the interpretation of the results and the conclusions drawn from them.

8. The Provider shall not be obliged to send the samples back, regardless of the outcome of the analysis. Unsolicited samples and products / byproducts of their analysis are disposed of by the Provider upon the termination of the period specified by the Provider's internal rules.

9. The Provider may use the obtained data for the purposes of its own development and research, provided that the results of such development and research are not publicly published in any way without the consent of the data owner. All data will be stored and disposed of in accordance with the Provider's internal rules.

10. The customer shall submit any complaints regarding the results of the performed Services within 7 days from the date of the handover of the results. If no complaint is submitted during this period, the Provider shall not be held responsible for any incorrect Service results.

11. In the event of a justified complaint, the Provider shall decide, at its sole discretion, to either repeat the Analysis or provide the Customer with a refund on a pro-rata basis based on the results of the complaint procedure.

12. The Provider is entitled to make an unlimited use of the Provider's know-how, working procedures, methodologies, software and experience for its own purposes, even if these are the result of activities carried out on the basis of an agreement with the Customer. The Provider is entitled to make use of the results of the Services (excluding Customer's confidential information and intellectual property) solely for its internal purposes. The Customer is entitled to make unlimited use of the Analysis and their Results.

Other Services

1. Any other business transactions, not specified elsewhere in the present Terms and Conditions, shall as a general rule be concluded on the basis of purchase orders.

2. Purchase orders are accepted in writing, by mail or in person, or e-mail. Price quotations shall be based on the rates specified in the Provider's valid written bid, or prices valid as of the date of the receipt of the purchase order. The bids issued by the Provider are time limited for 1 month unless specified differently in the bid itself.

3. Purchase orders shall be valid as of the Provider's confirmation, submitted in writing or electronically.

Article 3 - Prices and Terms of Payment

1. The Customer and the Provider have agreed that the price for the services shall be determined on the basis of the Provider's valid price list, unless otherwise agreed in writing. VAT shall be charged in addition to the price, in accordance with the applicable legal regulations. All incidental costs and payments, such as freight, customs and bank fees, etc. shall be borne by the Customer and will be charged at the actual rate.
2. If the Customer prepays any Analyses in advance, the price for each Service shall be based on the date of the Sample acceptance by the Provider.
3. Invoices - tax certificates issued by the Provider shall fall payable fourteen days following the date of issue, unless agreed otherwise.
4. As a general rule, the Provider shall send invoices only by mail or electronically to the address(es) specified by the Customer, unless agreed otherwise. The Customer shall promptly inform the Provider about any changes to the Customer's billing address. In doubts, invoices shall be deemed delivered on the date on which they are sent to the last known address of the Customer and/or the address of the Customer's accounting department, alternatively to the Customer's electronic address which is publicly available (for example the Customer's website).
5. Should the Customer default on the settlement of the price for the services or any part thereof, the Customer shall pay the Provider a penalty accruing at the rate of 0.05% of the outstanding amount for each day of the delay. Paying this penalty has no effect on Provider's claims for damages.
6. The Provider reserves the right to ask the Customer for an advance payment, based on an advance invoice issued prior to the provision of services or the delivery of goods. If a delivery deadline is set in the purchase order confirmation, the corresponding period shall commence only after the receipt of the Customer's advance payment, i.e. the crediting thereof to the Provider's account.

Article 4 - Deadlines and Disclaimer

1. Unless otherwise agreed in writing, any deadlines set out by the Provider for the performance under this Agreement shall be deemed approximate only. The Provider shall not be liable for any loss, expenses, claims or damage caused by late delivery. If no deadlines are set out, the provision of services shall be completed within a reasonable period of time, with regard to their nature.
2. Failure to comply with any deadline for the provision of certain services shall only entitle the Customer to withdraw from the Agreement if:
 - a. The Customer has reminded the Provider in writing about the possibility of the withdrawal as a consequence of the Customer's breach of the deadline, and
 - b. The Provider has failed to comply with its contractual obligations even during a reasonable extended deadline set out by the Customer.
3. The Provider reserves the right to disclaim the liability for any partial or full non-compliance with the contractual duties as a consequence of the occurrence of force majeure. Force majeure shall include (but not be limited to) natural disasters, strikes or similar events in the Czech Republic or in the country of the origin of the spare parts or other material necessary for the successful completion of the Services. If an Agreement is terminated as a consequence of force majeure, the completed works or rendered services shall be charged in accordance with the present Terms and Conditions.
4. The Provider hereby declares that the Provider has taken out an insurance policy for the entrepreneur's third party liability insurance.
5. Each of the Parties shall be responsible for damage, in accordance with the general legal regulations and these Terms and Conditions. Both Parties undertake to exert maximum effort to prevent the occurrence of damage and to minimize the effects of any damage occurring.
6. Neither Party shall be liable for damage caused by a factually incorrect or otherwise faulty specification received from the other Party.
7. The Parties have agreed that any claim for damages resulting from the breach of Agreement, including all penalties, to be settled as a result of the breach of the Agreement, except as regards a penalty under Article 3 (5) of

the Terms and Conditions, shall be limited to an amount corresponding to the price for the services rendered by the Provider under the Agreement and paid by the Customer. Both Parties hereby waive any claims for lost profit, and lost profit shall not be included in the limit according to the first sentence of this paragraph.

Article 5 - Confidentiality and Data Protection

1. The Provider is entitled to process the data provided by the Customer including personal data; in this process, the Provider shall treat all information provided by the Customer as confidential information and in accordance with the applicable provisions.
2. Personal data of Customers are processed in connection with the subject of the Provider's activity, due to the conclusion of a contractual relationship in order to provide the Customer with a service or other fulfillment, or due to negotiations leading to such a contractual relationship, to improve the services, to respond promptly to Customer's requests and to send commercial communications.
3. Personal data of customers are kept for as long as necessary. This is without prejudice to the obligation of the Provider to store personal data of customers beyond that time in connection with the realization of rights and obligations of previously concluded contractual relationship according to valid regulations.
4. Both Parties are obliged to keep confidential all data and information to which they gain access during the fulfilment of the obligations arising from the contractual arrangements between the Parties. Confidential information shall include information that is not a matter of public domain and where the character of such information indicates that the other Party will be interested in keeping it secret, or information which either of the Parties expressly declares confidential.
5. In the context of the liability according to the previous provisions of this Article, the Customer undertakes not to provide any access to the Provider's confidential information within the meaning of the previous paragraphs to any third parties with an identical or similar scope of business as the Provider, without the Provider's written consent.
6. The Parties shall indemnify each other against any damage caused by the Parties' demonstrable violation of the obligations according to this Article.
7. The provisions of this Article shall survive the termination of the Agreement signed between the Parties.

Article 6 - Final Provisions

1. The Parties undertake to take all action that may have a significant impact on performance under the Agreement, in writing. This operation is only considered valid if the document is duly delivered to the other Party. This shall not affect the possibility of using electronic communication.
2. The Provider may under no circumstances be imposed any other or stricter duty or liability than what is stipulated in the present Terms and Conditions, unless expressly confirmed in writing by the persons authorized to act for the Provider, or persons expressly authorized for such action.
3. The Parties undertake to make every effort in order to settle all disputes arising from or in connection with the Agreement entered into in accordance with the present Terms and Conditions or in connection herewith, and to solve all such disputes by agreement. All disputes between the parties shall be referred to the general courts of the Czech Republic for resolution.

The present Terms and Conditions shall come into effect on 1 July 2019 and shall replace any previous versions.

Institute of Applied Biotechnologies, a.s.
Služeb 3056/4, 108 00 Prague-Strašnice
Czech Republic