

General Terms and Conditions of enGenes Biotech GmbH

These General Terms and Conditions (GTC) apply to all services and product deliveries provided by enGenes Biotech GmbH (“enGenes”) to business customers (“Company”).

Article 1 – Scope of Application and Definitions

These GTC apply to all services, product sales, and license-related transactions provided by enGenes to Companies which are not consumers within the meaning of applicable consumer law. Divergent or additional terms and conditions of the Company are excluded unless expressly agreed in writing.

Article 2 – Services and Products of enGenes; Place of Performance

enGenes offers biotechnology services such as feasibility studies, process development, and production campaigns, as well as products for sale including reagents, biomolecules, and related materials based on its proprietary technologies and intellectual property. The place of performance for all contracts is Vienna, Austria.

Article 3 – Offers and Acceptance

Offers are binding for three (3) months unless otherwise stated. Contracts become binding upon written acceptance or upon fulfillment of an order by enGenes. Amendments require written form to be valid.

Article 4 – Price and Payment

- a. Unless explicitly agreed otherwise in writing, the offered prices are ex works, not including packaging, shipment, customs, taxes and insurance. The costs of packaging, shipment, customs, taxes and insurance are to be borne by Company and shall be payable in addition to the offered prices.
- b. The price to be paid in EURO is based on the individually offered price at the date of the offer submitted by enGenes, unless a different currency was explicitly agreed in writing. The offered price does not include the applicable statutory sales tax and/or value-added tax.
- c. The payment of Company is due upon receipt of the invoice and payment terms and/or payable with the performance of the delivery of products or service by enGenes. Company is not entitled to deduct a discount, unless explicitly agreed otherwise in writing. enGenes is always entitled to claim pre-payment of the agreed price.
- d. In case of delay in payment enGenes is entitled to claim interest in the amount of 9 percentage points above the base rate per year.
- e. If payments are made using a different currency than EURO, the payments are subject to the exchange rates that apply on the date of the invoice. Payments are deemed as made on the day on which enGenes has the invoiced amount at its disposal without any loss.

- f. If Company's ability to pay deteriorates in the period between the signing of the contract and delivery or if enGenes becomes aware of the fact that there are justified reservations regarding Company's ability to pay, enGenes is entitled to (a) demand payment prior to the agreed upon due date, or (b) hold back outstanding deliveries and services until receipt of full payment, or (c) demand payment prior to expiration of the contractual term in case of accepted bills of exchange.
- g. Company is not entitled to offset any counterclaims against claims of enGenes, unless its counterclaims are subject to a finally binding judgment or explicitly recognized and undisputed by enGenes.
- h. enGenes shall have no obligation to refund payments for any deliverables performed in accordance with the offer and good scientific practice.

Article 5 – Delivery, Shipment, and Risk

Deliveries are executed within the agreed period. If delays occur beyond enGenes' control (e.g., force majeure, illness, strike, pandemic, supply chain disruption), timelines extend accordingly without liability. Shipment is at the Company's expense and risk; risk transfers upon handover to the carrier. enGenes retains ownership until full payment is received.

Article 6 – Product Use and Restrictions

All products are supplied strictly for research use only (RUO) and are not intended for diagnostic, therapeutic, or human or animal application unless explicitly agreed in writing. Products must be used by trained personnel in controlled laboratory environments. The Company is responsible for compliance with all national and international biosafety, storage, and transport laws. Improper use voids any warranty and excludes liability.

Article 7 - Conclusion of license agreements

- a. In case Company wants to use and/or exploit the intellectual property, know-how and technology of enGenes' services or products commercially in order to produce products on its own, Company is obliged to conclude a license agreement with enGenes. Unless otherwise explicitly agreed in writing in the license agreement, the following provisions shall apply to the granting of licenses by enGenes in any case.
 - a. The license is granted against payment. This means that Company has to pay a license fee appropriate for the service or product of enGenes.
 - b. The license is not granted exclusively. Company can therefore not derive any claims from the fact that enGenes also grants other persons a factually, geographically and/or temporally identical license.
 - c. Company is not entitled to transfer the license, whether for payment or free of charge, to third parties.
- b. Feasibility studies of enGenes do not grant Company any license in enGenes intellectual property, know-how or technology.

Article 8 – Warranty

- a. enGenes warrants that its products conform to their written specifications at the time of shipment. Products or materials resulting from services provided by enGenes are of experimental nature and are provided for research and evaluation purposes only. Such materials may be perishable.
- b. enGenes does not give any warranties or guarantees, in particular with respect to the marketability or fitness for a specific purpose nor regarding any non-violation of patents, copyrights, trademark rights or other intellectual property rights potentially caused by the use of a product. enGenes further does not give any warranties or guarantees that the products do not represent a safety or health risk nor regarding any storage life. This does not apply if and to the extent that enGenes has warranted a specific characteristic of the products.
- c. The warranty period for the products of enGenes is three months due to its perishable character.
- d. If enGenes' obligation to remedy a deficiency is not excluded contractually, enGenes may remedy the deficiency at its discretion by free-of-charge reperformance or replacement delivery. In case of replacement delivery, the deficient products are to be returned to enGenes. If the deficiency cannot be remedied or if the reperformance or replacement delivery may be regarded as failed, Company may demand at its discretion a reduction of payment or may withdraw from the contract. The reperformance may be deemed as failed only if the reperformance or replacement delivery is not possible, if it is delayed unreasonably by enGenes, if there is justified doubt about the chances of success or if it is deemed unacceptable for other reasons.
- e. For the performance of reperformance and replacement deliveries that are deemed necessary by enGenes at its discretion, Company must provide the necessary time and opportunity after consulting with enGenes. Only in urgent cases such as risk to operational safety and to prevent disproportionately large damage or if enGenes is in default with the remediation of the deficiency, Company is entitled to eliminate the deficiency on its own or to have a third party eliminate the deficiency and to demand that enGenes replaces the necessary costs.
- f. Company is obligated to examine the delivered products and report any deficiencies according to Paragraph 377 UGB (Austrian Commercial Code). Reports must include all information which Company is aware of and which is useful for identifying the deficiency. Company must take measures that facilitate an identification of the deficiencies and its causes within reasonable bounds.

Article 9 – Regulatory Compliance

enGenes ensures that its products are manufactured, labeled, and shipped in compliance with applicable EU and Austrian regulations for research-use-only materials, including biosafety, REACH, and GHS requirements where applicable.

Article 10 – Product Recall

If enGenes identifies a defect that may pose a safety, quality, or regulatory risk, it may recall or replace affected products. The Company shall cooperate with all recall or withdrawal measures. Costs of recall arising from the Company's misuse shall be borne by the Company.

Article 11 – Intellectual Property and Licensing

All intellectual property, know-how, and trade secrets related to enGenes' technologies remain the sole property of enGenes. Purchase of a product does not grant any license, express or implied, except for internal research use. Any commercial exploitation requires a separate written license agreement. Reverse engineering, replication, or distribution of products is prohibited without prior written consent.

Article 12 – Liability

enGenes' total liability for any damages shall not exceed EUR 100,000 per damage event and EUR 300,000 per calendar year per Company. Liability exclusions do not apply to damages caused by gross negligence or willful misconduct, personal injury, or mandatory product liability. Indirect or consequential damages, including loss of profits, are excluded.

Article 13 – Confidentiality and Data Protection

Both parties shall treat all non-public information and personal data as confidential in accordance with GDPR and may use it solely for contract performance. Disclosure to third parties requires prior written consent. Any reference to the business relations existing with enGenes in publications or for advertising purposes is only permissible with approval of enGenes.

Article 14 – Force Majeure

Neither party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including natural disasters, pandemics, strikes, raw material shortages, governmental restrictions, or supplier failures. The affected party shall notify the other party without undue delay and resume performance once possible.

Article 15 – Termination and Default

In case of material breach or payment default, enGenes may suspend deliveries, retain ownership of goods, and withdraw from the contract after a fourteen (14) day grace period. All outstanding claims become immediately due.

Article 16 – Governing Law and Jurisdiction

These GTC are governed by Austrian law, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive venue for disputes shall be the competent court in Vienna, Austria.

Article 17 – Final Provisions

- a. Any changes or amendments of these GTC must be made in writing (writing or written is defined as correspondence by e-mail, fax or by regular post between enGenes and Company) in order to take effect. This shall also apply to any waiver of this requirement of written form.
- b. If one or more provisions of these GTC is or becomes fully or partly void or invalid, illegal or unenforceable, this shall not affect the remaining provisions in these GTC. The invalid, void, illegal or unenforceable provision(s) shall be replaced by (an) alternative provision(s) which most closely correspond(s) to the original intent of the enGenes and Company to the extent that this is legally possible and whose economic effect best correspond(s) to the effect intended by the invalid, void, illegal or unenforceable provision(s).
- c. The contractual language is English. If a contract is concluded in German, this English version of the GTC will prevail in interpretation.
- d. Any and all rights and obligations arising from these GTC and any underlying agreement must not be transferred to any third party without enGenes's prior written consent.