



TERMS AND CONDITIONS OF SALE (GOODS)

1. DEFINITIONS AND SCOPE: Capitalised terms used in these terms and conditions for sale of goods (“**Terms and Conditions**”), have the following meaning:

Agreement	the agreement that comes into effect pursuant to section 2 of these Terms and Conditions, which includes the terms and conditions set out below, in the Order, the Order confirmation and in any document which is referenced in the Order.
Buyer	the purchaser of Goods from Qurin.
Confidential Information	all information, whether written, oral, electronic or in any other form, disclosed by one Party to the other Party in connection with the Agreement, including without limitation technical data, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
Delivery Date	date(s) of delivery specified in the Order.
Delivery Place	place of delivery specified in the Order.
Goods	the goods sold to Buyer by Qurin under the Agreement.
Intellectual Property Rights	all registered and unregistered intellectual and industrial property rights, including without limitation patent rights, copyrights, database rights, design rights, trade secrets, know-how, inventions, processes, formulae and all applications, renewals and extensions thereof, including without limitation any Intellectual Property Rights in or relating to the Goods and any proprietary technology, methods, processes or materials of Qurin.
Qurin Order	the Qurin entity accepting the Order. the purchase order from Buyer accepted by Qurin.
Order Conditions	the Price, the Delivery Place, the Delivery Date and other conditions, designs, descriptions, requirements, quotations, timetables, milestones and schedules set forth or referenced in the Order.
Party	Qurin or Buyer and “Parties” both Qurin and Buyer.
Price	price, fee, compensation and expense conditions.
Specifications	the specifications for the Goods set forth or referenced in the Order, or if no specifications are

set forth or referenced in the Order, Qurin’s standard specifications for the Goods.

Except for Goods sold pursuant to a separate sales agreement between Parties, all Goods are exclusively sold or otherwise provided by Qurin on the basis of these Terms and Conditions. No other terms submitted by Buyer shall apply to any Order or be binding on Qurin.

2. OFFER / ACCEPTANCE: The Agreement comes into effect only after Qurin has accepted an Order from Buyer in writing. No amendment, modification or supplement to the Agreement shall be binding unless made in writing and signed by or on behalf of both Parties. In all cases Buyer’s inquiry or order shall be deemed based on these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and the Order, the Order shall prevail. In the event of any discrepancy between these Terms and Conditions and any other document pertaining to Qurin’s sale of Goods to Buyer, the terms of these Terms and Conditions shall prevail. Furthermore, these Terms and Conditions shall always override Buyer’s terms and conditions, or any other documentation exchanged between Qurin and Buyer.

3. DELIVERY / TRANSFER OF RISK: Delivery terms and transfer of risk of loss shall be interpreted in accordance with the INCOTERMS 2020. Unless otherwise agreed between the Parties, the delivery term is DAP to the ship to address specified in the Order. Buyer is responsible for customs clearance, duties, taxes, and unloading at destination.

4. BACKORDERS: When the order cannot be delivered completely within 5 business days since not all ordered goods are on stock, the Buyer will be notified by the order confirmation. The order confirmation will mention the expected delivery dates. Buyer can choose for one shipment when the order is complete or delivery in parts without additional shipping costs.

5. LOT NUMBERS: Qurin reserves the right to deliver goods of the same article code with different lot numbers; in case multiple numbers of the article are ordered. Buyer has the right to discuss and to reach agreement with Qurin about delivery of multiple articles with the same article code and the same lot number. Buyer must accept in that situation longer lead times to delivery.

6. PRICE AND PAYMENT: Unless otherwise agreed between the Parties, the price for the Goods will be the price quoted by Qurin. All prices quoted by Qurin are exclusive of value added tax and any other tax that may apply in respect of the Goods and any and all such taxes shall be for the Buyer’s account. Qurin will issue invoices to Buyer for all Goods sold to Buyer. Unless otherwise agreed between the Parties, Buyer shall pay these invoices within 30 days from the invoice date in the currency indicated on the invoice at the address of Qurin indicated on the invoice. Buyer may not withhold payment of any amount due to Qurin because of any set-off, counterclaim, abatement or similar deduction. Upon demand Buyer will immediately reimburse Qurin for any and all costs including fees for



collection agencies and attorneys incurred or expended by Qurin to collect any amounts due from Buyer. If Buyer fails to pay any amount due on time or otherwise fails to perform its obligations under the Agreement, Qurin may, upon written notice to Buyer, suspend deliveries until all amounts due are paid. Without prejudice to any other rights or remedies available to Qurin, if Buyer fails to pay any amount due on the due date, Buyer shall pay interest on the overdue amount at a rate of two percent (2%) per month (or the maximum rate permitted by applicable law, whichever is lower), accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment. In the event of an increase in the prices of energy, raw materials or other resources necessary for the manufacture of the Goods occurring prior to the agreed date of delivery, Qurin shall have the right to proportionately increase the Price of the Goods ordered by Buyer by providing written notice to Buyer. In case Buyer disagrees with the increased Price, Buyer has the right to discuss and to reach agreement with Qurin about an alternative price. If Parties are not able to reach agreement about an alternative Price and Qurin does not withdraw the announced Price increase in writing, Buyer shall have the right to cancel the Agreement in writing within ten (10) days after the date of aforementioned written notice by Qurin on the Price increase. For the avoidance of doubt, Buyer's failure to cancel the Agreement within said period shall be deemed Buyer's acceptance of the revised price.

7. RETENTION OF TITLE: Qurin reserves title to the delivered Goods until payment of the Goods in full. Buyer may not resell and/or process the Goods subject to retention of title, nor disassemble, decompile, reverse engineer, modify or otherwise attempt to discover or derive the composition, structure, design, manufacturing process or underlying technology of the Goods or any component thereof. No transfer or license of Intellectual Property Rights in or relating to the Goods is implied or granted by the sale of the Goods to Buyer.

8. WARRANTY RELATING TO THE GOODS / BUYER'S RIGHTS: Qurin warrants to Buyer that at the time of transfer of risk of loss (i) the Goods conform to the Specifications, (ii) Qurin has good title to the Goods and the transfer of title to said Goods is rightful, and (iii) all Goods are free from security interests, claims, demands, liens and other encumbrances (the warranties set out under items (i)-(iii) are hereinafter referred to as the "Warranties"). Unless the Goods bear a CE marking under Regulation (EU) 2017/746 (IVDR) as an in vitro diagnostic medical device, the Goods are provided for research use only ("RUO") and are not intended for use in humans, including without limitation for diagnostic procedures, clinical decision-making or patient-management purposes. Buyer acknowledges and agrees that RUO Goods have not been approved, cleared or registered as an in vitro diagnostic medical device under the IVDR or any other applicable regulatory framework. Buyer shall not use, or permit the use of, RUO Goods for any clinical, diagnostic or other purpose involving use in or on humans. In the event Goods do not comply with the Warranties, Qurin will, at its option, replace such

Goods or refund the Price of the Goods and, having done so, will have no further liability.

Additional conditions could differ between products and are noted in the instructions for use of the product.

9. NO OTHER WARRANTIES: THE WARRANTIES SET OUT IN SECTION 8 (Warranty relating to the Goods / Buyer's Rights) ARE THE SOLE WARRANTIES GIVEN BY QURIN. QURIN MAKES NO, AND THE BUYER HAS NOT RELIED UPON, OTHER WARRANTIES, REPRESENTATIONS OR STATEMENTS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO, INTER ALIA, THE GOODS, GOODS SHELF-LIFE DATA, THE APPLICATION OR USE OF THE GOODS IMPLIED WARRANTIES, REPRESENTATIONS OR STATEMENTS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER ACKNOWLEDGES AND AGREES THAT EACH OF THE ABOVE AND ANY OTHER WARRANTY, REPRESENTATION OR STATEMENT NOT SPECIFICALLY STATED IN SECTION 8 (Warranty relating to the Goods / Buyer's Rights) IS SPECIFICALLY DISCLAIMED BY QURIN.

10. NOTICE OF DEFAULT: Buyer must notify Qurin of any claim within seven (7) days after Buyer becomes aware of such claim (or should have reasonably become aware of such claim) but in no event later than thirty (30) days after delivery of the Goods to Buyer or, in the case of latent defects, thirty (30) days after the date on which Buyer first becomes aware of such defect. Buyer's failure to notify Qurin of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. Goods shall not be returned to Qurin without prior written consent of Qurin.

11. OVERALL LIMITATION OF LIABILITY: Qurin will not be liable for any loss or damage caused by Buyer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Goods as advised or in accordance with instructions provided by Qurin or industry standards. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, QURIN WILL NOT BE LIABLE TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. QURIN'S TOTAL AGGREGATE LIABILITY TO BUYER IN RESPECT OF ANY AND ALL CLAIMS AND LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL IN NO EVENT EXCEED THE PRICE OF THE GOODS TO WHICH THE CLAIM RELATES OR EUR 200,000, WHICHEVER IS THE LOWER.

12. EXCEPTIONS TO ANY LIMITATION OF LIABILITY: Nothing in the Agreement will limit or exclude Qurin's liability for: (a) wilful misconduct or gross negligence; or (b) any matter in respect of which it is unlawful for Qurin to exclude or restrict its liability.

13. BUYER INDEMNIFICATION: Buyer shall fully defend, indemnify and hold harmless Qurin and its affiliates, and each of its and their respective, officers, directors, employees, successors, assigns and



representatives (the “Indemnified Parties”) from and against any and all third party claims, lawsuits, damages, liabilities, deficiencies, costs, losses, fines, penalties, legal fees and expenses (“Claims”) resulting from, arising out of or related to: (i) Buyer’s or any of its or its affiliates’ director’s, officer’s, employee’s, contractor’s or agent’s negligence or wilful misconduct; (ii) any product liability claim relating to a Good, (iii) use of the Goods in a manner inconsistent with their designation as research use only or (iv) Buyer’s breach of the Agreement. The foregoing includes and is not limited to, injury to person (including death) or damage or harm to property or the environment. The provisions of this section will survive any termination, cancellation, revocation or other cessation of the Agreement.

14. FORCE MAJEURE: Neither Party will be liable in any respect for failure to perform its obligations under this Agreement (other than Buyer’s failure to make any payment under this Agreement when due) if hindered or prevented, directly or indirectly, by war; national emergency; inadequate transportation facilities; machinery or equipment failure; Qurin’s inability to secure materials, supplies, fuel or power for the manufacture of Goods on terms and conditions that are acceptable to Qurin; fire, flood, windstorm or other act of God; strike, lockout or other labour dispute; order or governmental act or any cause or other situation beyond the reasonable control of the affected Party (each a “Force Majeure”). Any quantity of Goods affected by a Force Majeure will be deducted from the total quantity to be supplied by Qurin and/or purchased by Buyer. During any period of Goods shortage due to a Force Majeure, Qurin may allocate its available supply of Goods among itself and its parents, subsidiaries and affiliates, and its and their respective customers, buyers, distributors and resellers on whatever basis Qurin may deem fair and practical. In the event the duration of a Force Majeure exceeds six (6) months or is reasonably expected to exceed six (6) months either Party may terminate this Agreement, without liability on the part of either Party, by giving not less than seven (7) days prior written notice of termination to the other Party, provided, however, that no such termination will be effective if the Force Majeure has abated prior to the termination date stated in such notice.

15. COMPLIANCE WITH LAWS: (a) Each Party shall comply with all laws, rules, regulations and statutory requirements that from time to time come into force (“Laws”), including without limitation Laws that relate to labour and employment, safety, the environment, competition, privacy, anti-corruption, bribery, anti-money laundering, manufacturing, packaging, labelling, shipment and sales; and (b) each Party shall treat personally identifiable information of an individual provided to it by the other Party in accordance with applicable privacy Laws. Qurin is complying with the EU legislation (EC 1907/2006, REACH) on use of chemicals. Buyer represents and warrants that it does not have an undisclosed conflict of interest with Qurin.

16. EXPORT CONTROL AND ECONOMIC SANCTIONS: Buyer will not sell, export, re-export, (sub)license, transmit, divert or otherwise

transfer, directly or indirectly, any Goods or any information or technology related to the Goods except in accordance with applicable laws and regulations, including without limitation applicable UN, US and EU export control and economic sanctions laws and regulations and the laws and regulations of the country where Buyer is resident or conducts business. Buyer acknowledges that it will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause Qurin to be in violation of the above laws or potentially made subject to economic sanctions.

17. SAFETY: If any of Buyer’s or any of its subcontractor’s employees, agents or representatives (“Buyer Personnel”) enter upon Qurin’s premises, Buyer shall ensure that such Buyer Personnel abide by and follow all Laws and all health, safety, and other rules and regulations established by Qurin. Buyer will be fully responsible for the conduct of Buyer Personnel while on Qurin’s premises. Buyer shall fully indemnify and hold harmless the Indemnified Party from all claims resulting from or arising out of any bodily injury or death to any Buyer Personnel sustained upon Qurin’s premises, unless caused by Qurin’s gross negligence or wilful misconduct.

18. TERMINATION: The Agreement will not oblige Qurin for the future to take further orders. Qurin will at all times, after it has fulfilled its obligations under the Agreement, be entitled to end the relationship with the Buyer without notice. Furthermore, Qurin is entitled to terminate the Agreement in whole or in part with immediate effect if (i) Buyer commits breach, (ii) Buyer is dissolved, (iii) Buyer applies for or is subject to insolvency proceedings (whether or not temporarily), (iv) Buyer becomes insolvent, (v) Qurin, in its sole discretion, determines that economic sanctions or export controls prohibit or create risk for it to continue under the Agreement, or (vi) if any event or circumstance becomes known to Qurin that in the opinion of Qurin, will or may adversely affect Buyer’s ability to comply with the Agreement or Laws. Termination of the Agreement by Qurin for any reason stated above will never entitle Buyer to compensation.

19. CONFIDENTIALITY: Each Party undertakes to not disclose to any third Party the other Party’s business secrets or any other confidential information, unless such disclosure is (i) necessary for the performance under or enforcement of the Agreement and the disclosing Party ensures confidentiality according to this section is maintained by its employees and any third party receiving the information or (ii) prescribed under mandatory law or pursuant to any order of court or other competent authority or tribunal. Notwithstanding the above, Qurin is also always entitled to disclose the information referred to in this section to any of its employees or its affiliates (including the employees of such affiliates), provided that Qurin ensures confidentiality according to this section is maintained by the relevant employees or affiliates. Each Party shall be responsible and liable for any breach of this section by its employees, agents, representatives or any third party to whom it has disclosed Confidential Information in accordance with this section. Neither



Party shall disclose Confidential Information to any third party other than those strictly necessary for the performance of the Agreement, and only after such third party has entered into confidentiality obligations no less restrictive than those set out in this section. This section will survive the termination or expiration of the Agreement and will remain in force for seven (7) years after the expiration (for whatever reason) of the Agreement. Qurin will adhere to EU 2016/679 GDPR in relation to any personal data of the Buyer, the employees of the Buyer, or any other personal data disclosed for this agreement.

20. ASSIGNMENT AND SUBCONTRACTING: Buyer may not assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or sub-contract or novate any or all of its obligations under the Agreement without Qurin's prior written consent (not to be unreasonably withheld). Qurin may assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or sub-contract or novate any or all of its obligations under the Agreement without Buyer's consent.

21. CLAIMS AND EXCLUSIVE REMEDIES: Without limiting the provisions of the section 10 (Notice of Default), any and all claims by Buyer against Qurin arising out of or in connection with the Agreement must be notified by Buyer for dispute resolution in accordance with section 25 (Law and Dispute Resolution) no later than one (1) year following the date of the Agreement (which will, for the avoidance of doubt, be determined by the date of Qurin's order confirmation). The failure of Buyer to notify a claim for dispute resolution within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. To the maximum extent permitted by law, the rights and remedies of Buyer under this Agreement shall be exclusive and in lieu of all other rights and remedies of buyer whether statutory, express or implied and shall be the sole rights and remedies of buyer for any failure or delay of Qurin to comply with its obligations. The provisions of this section will survive the termination, cancellation or other cessation of the Agreement.

22. COSTS AND EXPENSES: Each Party shall pay its own costs relating to the negotiation, preparation, execution and performance of the Agreement.

23. VALIDITY AND ENFORCEABILITY: If any part of the Agreement is found to be invalid, nullifiable or unenforceable for any reason, the rest of the Agreement will remain valid and enforceable. All Warranties and indemnities will survive the termination or completion of the Agreement.

24. LANGUAGE: These Terms and Conditions are written in English and may be accompanied by translations of other languages. In case of any discrepancies between the different language versions, the English version shall prevail.

25. LAW AND DISPUTE RESOLUTION: The Agreement and all disputes between Parties are governed by the laws of the Netherlands, excluding the United Nations Convention on Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute will be resolved exclusively by the competent court of Amsterdam, the Netherlands. Each Party irrevocably consents and agrees to the exclusive jurisdiction and venue of such court.