

General Terms and Conditions of Sale, Delivery, and Performance of Services of vaxxinova GmbH

1. General information

(1) These general terms and conditions apply to all deliveries and other services provided by us with the exception of the manufacture of herd-specific (autogenous) vaccines which are subject to specific General Terms and Conditions. They are an integral part of all quotes and acceptances of contract and apply exclusively, provided that no individual provisions have been agreed.

(2) We do not accept any terms and conditions set forth by the Customer that conflict with or differ from our terms and conditions. Such terms and conditions shall not become an integral part of the contract even if we perform the delivery or service unconditionally in full knowledge of the Customer's conflicting or differing terms and conditions. Even if the Customer has previously objected to our terms and conditions, Customer shall be deemed to accept them unconditionally at the latest at the time of merchandise acceptance.

(3) These terms and conditions also apply to all future business transactions with the Customer, even if we do not reiterate the applicability of the terms and conditions of sale.

(4) Contractually binding agreements must be made in written form or confirmed in written form.

2. Quote, conclusion of the contract

(1) In case of doubt, quotes by us do not constitute legally binding quotes but are deemed to be an invitation to the Customer to make an offer of contract. A contract based on the Customer's order is formed only after we have confirmed the Customer's order in written form, have begun with production, or have delivered the merchandise. The Customer waives receipt of our declaration of acceptance. If, as an exceptional measure, we have provided a binding quote, we have the right to revoke the quote until such time as it has been accepted by the Customer.

(2) In case of doubt, the Customer is bound to its orders for a period of two weeks.

3. Prices, shipping and packaging costs

(1) Our prices are understood to be in euros and do not include the statutory VAT. Unless stated otherwise, shipping costs, insurance, customs duties, and other fees and levies relating to the merchandise shall be borne by the Customer.

(2) In the event of unforeseen cost increases, for example, fluctuations in the rate of exchange, increases in taxes, customs duties, or other public fees, including but not limited to import duties and import costs, as well as significant increases in prices for raw materials, we are entitled to pass the price increase on to the Customer. If the price increase exceeds 15% of the original price, the Customer can refuse to accept the price increase. In this event, we have the right to withdraw from the contract.

4. Delivery, delivery difficulties

(1) Agreed upon delivery schedules refer to the shipping date of the merchandise.

(2) Delivery is contingent upon correct and timely supply by our suppliers and punctual arrival of the merchandise at our premises.

(3) Delays in delivery and performance of services due to force majeure or circumstances, for which we are not responsible, that occur after conclusion of the contract, including shortages in raw materials and energy, transport bottlenecks, lack of supplied goods for which we are not at fault, work stoppages, strikes, and lockouts,

entitle us to postpone delivery dates and times by the duration of the impediment plus a reasonable lead time.

(4) If in such cases the delivery impediment lasts longer than two months, either Party has the right—after a reasonable period of notice and excluding any additional claims—to withdraw from the contract unless we have offered a reasonable alternative solution. The same applies if a Party is no longer interested in a continuation of the contract due to the delay or if a Party incurs significant detriment due to the delay.

(5) In the absence of an explicit provision to the contrary, we are not obligated to carry out advance deliveries, but we reserve the right to make deliveries only upon prior or contemporaneous receipt of payment. Even if we are obligated as an exceptional measure to carry out advance deliveries, we have the right to make delivery only upon prior or contemporaneous receipt of payment or to require a security deposit if the Customer defaults on payment or if, after the contract has been concluded, we become aware of circumstances that call the Customer's creditworthiness into question, for example, the Customer's payment default relating to other outstanding accounts within the scope of our business relationship, suspension of payments by the Customer, or non-payment on a check presented by the Customer.

(6) In the event of delayed delivery, the Customer can withdraw from the contract only after a reasonable grace period for delivery granted by the Customer in written form has ended. In the event of doubt, a grace period of four weeks is reasonable. The Customer can derive additional claims from delayed delivery, including but not limited to claims for compensation of any kind, only if the conditions stipulated under No. 8 are present.

(7) We are entitled to make reasonable partial deliveries.

(8) The merchandise is transported at the Customer's risk. Risk shall be transferred to the Customer as of delivery of the object of delivery to the shipper for loading (e.g., shipping agent, carrier, or similar); in the event of transport by us, risk shall be transferred to the Customer as of the beginning of loading, however, no later than when the merchandise leaves the factory at the place of fulfillment.

5. Provision of products by Customer, Customer requirements

(1) If the Customer provides parts or materials (provision of products) for the manufacture of deliverables made by us, including but not limited to pathogens, the Customer itself shall ensure the adequate quality and suitability of the products provided for processing and manufacture of the end product as well as make arrangements for appropriate packaging and transport until said provided products arrive at our laboratory. Insofar, we do not assume any responsibility unless the inadequate quality or suitability is based on requirements defined by us. We do not perform a prior examination or quality control of products provided by the Customer.

(2) We do not assume any warranty or liability for defects or quality degradation of the end product due to products provided by the Customer or due to the Customer's requirements or instructions. In the event that an order cannot be carried out due to the properties or quality of the material provided by the Customer or due to the Customer's requirements or instructions, we are released from our performance obligations. We have the right to bill the Customer according to actual cost for any deliverables already executed or services already rendered unless we are at fault that an order cannot be carried out. If carrying out the order necessitates additional expenses due to the properties of the material provided, we have the right to bill the Customer for these expenses in accordance with our customary rates.

(3) The customer is obligated to take the customary safety precautions when providing products or materials, including but not limited to pathogens. The Customer is liable for all damages resulting from the violation of safety standards, defects, or inadequate suitability of the products or materials provided.

6. Customer's duty to cooperate, default of acceptance, Customer's liability for damages

(1) The Customer is obligated to perform all acts of cooperation that are contractually defined or constitute a required good faith effort in a timely manner.

(2) In the event of call-off orders (delivery schedules), the Customer is obligated to make the call-off within the agreed upon call-off periods. If no call-off period has been established, we have the right to set a call-off period for the Customer if the Customer does not make a call-off within three months.

(3) If the Customer does not perform its duties to cooperate or does not perform them in accordance with the contract, if the Customer does not make a scheduled call-off, if the merchandise is shipped later than the originally scheduled date of delivery at the behest of the Customer or due to reasons, for which the Customer is responsible, or if the Customer is in default of acceptance due to other circumstances, we have the right to demand compensation of any damages and additional costs we have incurred. During default of acceptance, we are entitled to charge a lump sum for damages in the amount of 0.5% of the invoice amount for each month, commencing a week after notification that the merchandise is ready for delivery, however, no more than 5% of the amount of the invoice. The Customer has the right to provide proof that we have suffered no damages or substantially lesser damages. We reserve the right to prove higher damages. Additional rights, including but not limited to the right to withdraw from the contract or to demand compensation for damages instead of performance, are not affected. In such cases, the transfer of risk occurs concurrently with notification that the merchandise is ready for delivery.

(4) If the Customer owes compensatory damages in place of performance, we have the right to demand a lump sum for damages in the amount of 15% of the purchase price, to the extent that the Customer does not prove lesser damages. The assertion of higher damages is reserved in accordance with the statutory provisions.

7. Performance obligations, quality, notice of defects, rights to make claims, product monitoring duty

(1) We shall manufacture the merchandise in accordance with the Customer's contractually agreed requirements. The responsibility for the Customer's specifications as well as inspection and decisions regarding the application and the proper use of our merchandise and products are solely within the purview of the Customer. Insofar, we do not assume any obligation to examine the merchandise.

(2) Beyond delivery of the merchandise, we do not assume any obligations or duties, including but not limited to the obligation to provide advice.

(3) No warranty claims will be accepted for damages or quality degradation that occur after transfer of risks or for which the Customer is at fault, for example, due to the Customer's requirements or the products or materials provided by the Customer or improper storage or transport by the Customer.

(4) With regard to all work performance by us, including deliverables, the Customer is obligated to promptly examine the merchandise for defects, including quality and quantity deviations. To preserve warranty claims, any complaints concerning the merchandise must be made in written form no later than 10 days after receipt or, in

the case of hidden defects, after discovery thereof. Otherwise, the delivery shall be deemed having been executed in accordance with the contract and approved. Remarks on delivery notes are not deemed to be notice of defect. Transport personnel is not authorized to receive notices of defect.

(5) In the event of defects, we shall remedy the defect or remanufacture the object of purchase, to be decided at our discretion; we generally deliver a replacement free of charge against return of the faulty merchandise. The Customer can withdraw from the contract or reduce the purchase price only if we have not attempted subsequent performance within a reasonable period that was set or if subsequent performance was impossible, had been refused, was unsuccessful or unreasonable. The period set for subsequent performance must be no less than four weeks provided that this does not conflict with the Customer's legitimate interests. In case of doubt, if the third attempted subsequent performance was unsuccessful, unsuccessful subsequent performance can be assumed.

(6) Additional claims, including but not limited to claims for compensatory damages, can only be asserted if the prerequisites pursuant to No. 8 hereinbelow are present.

(7) The period of limitation for any warranty claims is twelve months after delivery and/or inspection/acceptance. The statutory periods of limitation apply to claims for compensatory damages due to defects.

(8) Within the context of the relationship between the Customer and us, it is the Customer's responsibility to observe the products delivered by us after they have been placed on the market (product monitoring duty) and to respond to any dangers or risk factors. The Customer is obligated to notify us promptly regarding all defects, problems, and/or dangers associated with the products delivered by us. To the extent that damages or injuries result from a violation of the product monitoring duty, the Customer shall be solely responsible therefor.

8. Customer's rights of withdrawal, claims for compensatory damages

(1) The Customer can withdraw from the contract due to a breach of duty that is not deemed a defect only if we are at fault for this breach of duty.

(2) To the extent that other qualifying conditions of the claim are present, we are liable for damages only if we are guilty of intent or gross negligence. In the event of ordinary negligence, we are liable for breaches of such duties that are essential to actually render proper implementation of the contract possible and compliance with which the Customer may typically rely on (so-called cardinal duties). Otherwise, liability for damages of any kind is excluded, regardless of the basis for the claim, including liability for fault in formation of the contract (*culpa in contrahendo*).

(3) In the event of negligence, our liability is limited to damages typically foreseeable in accordance with circumstances known at the time the contract was formed.

(4) Furthermore, in these cases, liability for loss of earnings is excluded.

The aforementioned liability exclusions and limitations do not apply if we have undertaken a warranty for damages that are to be compensated in accordance with the Product Liability Act (*Produkthaftungsgesetz*) or the Medicines Act (*Arzneimittelgesetz*) for damages to health, life, or limb.

(6) The aforementioned liability exclusions and limitations also apply to our employees, vicarious agents, and other third parties, of whom we may avail ourselves to fulfill the contract.

(7) Exchanges or returns of vaccines are not possible except when exercising statutory rights of withdrawal or when making valid returns due to defects. In particular, we are not obligated to accept merchandise and/or to accept merchandise for return or to ensure safe storage of merchandise that was sent to us without our prior consent. No

replacement shall be granted due to imminent expiration of the use-by date of a vaccine.

9. Downstream processing or resale by the Customer

Proper packaging, downstream processing, labeling, and fulfillment of all statutory requirements for placement on the market are the sole responsibility of the Customer. The Customer is liable to us for any damages resulting from the above and shall indemnify and hold us harmless from any claims by third parties.

10. Payment

(1) Our invoices are due for payment immediately. Deductions, such as discounts, postage, shipping, and other fees or costs, shall not be accepted.

(2) The Customer shall be deemed automatically in default if the respective outstanding amount is not paid by the agreed upon payment date. If no date has been set, invoices are due for payment immediately, and the Customer shall be deemed in default if the invoice amount has not been posted to our account within 14 days of the due date. Date of posting to our account is material to timeliness of payment. An earlier occurrence of default in accordance with the statutory requirements shall remain unaffected hereby.

(3) During payment default, our outstanding accounts shall be subject to default interest in the amount of the average interest rate charged by German banks for outstanding current account credit. The Customer has the right to prove that we have suffered no damages or substantially lesser damages as a result of the payment default. We reserve the right to claim higher damages. The statutory provisions regarding the minimum interest rate shall be unaffected hereby.

(4) If the Customer defaults on payment or if, after the contract has been concluded, we become aware of circumstances that call the Customer's creditworthiness into question, for example, the Customer's payment default relating to other outstanding accounts within the scope of our business relationship, suspension of payments by the Customer, or non-payment on a check presented by the Customer, we reserve the right to revoke all agreements regarding payment deferrals and payment due dates, including regarding all other outstanding accounts within the scope of our business relationship and to demand immediate payment on all outstanding accounts, including if we have previously accepted checks. Furthermore, we are entitled to immediately withdraw all drafts, bills of exchange, and checks relating to our business relationship from circulation. Furthermore, we have the right set a reasonable deadline for the Customer to provide for prior or contemporaneous payment or a security deposit. If the Customer does not satisfy this demand, we have the right to withdraw from the contract.

(5) The Customer has the right to make set-off claims or withhold payment only if its counterclaims have been legally established, are uncontested, or have been acknowledged by us. This also applies if the Customer's counterclaims are based on the same contractual relationship.

11. Reservation of title

(1) We shall retain ownership of all delivered merchandise until such time as the Customer has fully paid the purchase price and any other existing or future outstanding accounts (made as of the point in time when the contract was concluded) vis-à-vis the Customer (including all unpaid balances on current accounts) resulting from this business relationship. Title of ownership of

the merchandise shall be transferred to the Customer automatically as soon as the purchase price has been discharged and there are no outstanding accounts resulting from this business relationship ("Kontokorrentvorbehalt").

(2) The Customer has the right to sell or process the merchandise subject to reservation of title within the scope of proper business operations. This right expires automatically if bankruptcy proceedings are instituted against the Customer's assets or if the Customer is obligated to file for bankruptcy.

(3) In the event of resale of merchandise purchased on credit that is subject to reservation of title, the Customer may sell the merchandise only against adequate security (for example, agreement of the Customer's own reservation of title, etc.) The Customer may pledge the merchandise or make collateral assignments only with our prior consent in written form.

(4) Any adaptation/alteration or processing of merchandise subject to reservation of title by the Customer is always undertaken for us as the processor as defined by Section 950 of the German Civil Code (*BGB*). If the merchandise is processed, altered, or inseparably commingled or combined with items not belonging to us, we acquire co-ownership of the new object proportionate to the value of the merchandise subject to reservation of title (invoice amount, including VAT) to that of the other processed items at the time of processing, alteration, commingling, or combining. If a commingling or combining with an item belonging to the Customer that is deemed to be the principal chattel is such that the Customer acquires sole title thereto, it is agreed at this point in time that the Customer shall transfer co-ownership of the end product to us that is proportionate to the value of the source material at the time of commingling or combining. We accept the transfer of ownership. The Customer shall hold the resulting sole ownership or co-ownership in custody for us at no charge. The provisions for merchandise subject to reservation of title shall also apply *mutatis mutandis* to the products resulting from processing, commingling, or combining.

(5) The Customer assigns to us as of this point in time by way of security all of its receivables from any resales of merchandise subject to reservation of title equaling the portion that corresponds to the proportional share of the merchandise subject to reservation of title that is owned or co-owned by us. Furthermore, the assignment is limited to a maximum of the amount of the receivable (including VAT) to which we are entitled as against the Customer from our business relationship as of the point in time of the resale, plus a surcharge of 20%. The assignment remains regardless of whether the merchandise subject to reservation of title was resold without processing or commingling or after processing or commingling.

(6) The Customer is entitled to collect the receivables assigned to us within the scope of the normal course of business. If the Customer assigns the receivables from the resale within the scope of a "true factoring" process (non-recourse factoring), the Customer shall notify us thereof. As of this point in time, the Customer assigns to us the demand for payment vis-à-vis the factor obtained for the assignment in the value of the receivables. We accept the assignment. If the receivables thus assigned to us are allocated to a current account, the Customer herewith assigns to us any positive balance on the current account up to the amount of the receivable to which we are entitled. We accept the assignment herewith.

(7) If the Customer does not properly meet its payment obligations under the business relationship or if the Customer is specifically but not exclusively in payment default or if the Customer is in violation of its obligations as buyer of merchandise subject to reservation of title or if it becomes clear after conclusion of the contract that

our payment claims under the business relationship with the Customer are jeopardized by the Customer's inability to pay,

a) We are entitled to revoke the resale and downstream processing authorization and/or the authorization to collect receivables and

b) The Customer's right to possession of the merchandise subject to reservation of title shall expire. Then we shall have the right to enter the Customer's business premises and to take possession of the merchandise subject to reservation of title at the Customer's expense. Regardless of the Customer's payment obligations and other obligations, after warning and expiration of a set reasonable period of time, we shall also have the right to dispose of the merchandise subject to reservation of title as profitably as possible by way of sale on the open market or by way of an auction. After deduction of the costs of disposal that have been incurred, the realized proceeds shall be set off against the Customer's liabilities. Any surplus shall be paid out to the Customer.

(8) In the event of a revocation of the authorization to collect receivables, the Customer shall transmit to us all required information about the receivable and shall, if applicable, provide assistance to us with regard to collection thereof.

(9) The Customer is obligated to safely store the items that are owned or co-owned by us and to insure them against theft, breakage, fire, water, and other damages and to provide proof, upon request, that such an insurance has been secured. We can at any time demand that the Customer carry out an inventory of the merchandise delivered by us at its respective place of storage and to mark the merchandise to which we have title. As of this point in time, the Customer assigns any insurance claims and claims against third parties for damages, destruction, theft, or loss of the merchandise to us by way of security. We accept the assignment herewith.

(10) As soon as the Customer becomes aware thereof, Customer shall promptly notify us of attachment or seizure by third parties of the merchandise subject to reservation of title and shall provide us with all information and documents necessary for an intervention. The Customer shall be liable for any costs that are incurred for reversal of attachment or seizure, including but not limited to institution of proceedings arising from third-party claims, to the extent that these costs cannot be recovered from the judgment creditor.

12. Place of fulfillment, applicable law, legal venue

(1) Place of fulfillment for all performance under this contract is our operational facility Cuxhaven.

(2) This contractual relationship is governed solely by the laws of the Federal Republic of Germany, whereby the conflict of law rules and UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.

(3) Legal venue is Cuxhaven. We are also entitled to bring legal action against the Customer in the legal venue that has general jurisdiction over the Customer.