

GENERAL TERMS AND CONDITIONS – PRODUCTS (as of 13-Aug-2026)

Aminoverse B.V. · Daelderweg 9 · 6361 HK Nuth · The Netherlands

1. Parties & Definitions

1. **Aminoverse** ("We", "Us", or "Our"): Refers to Aminoverse B.V.
2. **Customer** ("Customer," "You," or "Your"): Refers to the company or legal entity purchasing the Products.
3. **Products**: All physical materials and digital files we provide, such as enzymes, kits, strains, data sets, etc.
4. **Authorized Parties**: Any third party you involve in the (i) procurement or logistics, or (ii) use of our Products.
5. **Exclusivity**: These terms represent the entire agreement between us and supersede any prior negotiations or your own conflicting conditions. If your or an Authorized Party's purchase order or any other document attempts to exclude, modify, or replace these terms, we reject those changes. By accepting delivery of the Products, you confirm that these terms apply regardless of what the purchase order says.
6. **B2B only**: We only sell to businesses and legal entities; we do not sell to private consumers.

2. Contract & Quotes

1. **Contract**: A contract is formed when we accept your order in writing or ship the products to you. Any verbal agreements are only valid if they are included in the written contract.
2. **Quotes**: Our quotes are non-binding unless they specify a fixed acceptance period. Technical figures and descriptions are approximations intended to illustrate the Products unless we mark them as essential for a specific purpose.
3. **Changes**: Modifications to this contract are only valid if made in writing and signed by both parties.

3. Shipping, Risk, and Ownership

1. **Delivery**: All deliveries are FCA Nuth, the Netherlands (Incoterms® 2020), as published by the International Chamber of Commerce. Delivery dates are estimates, and we may divide orders into partial shipments.
2. **Risk**: Once we hand the Products to the transport company, you bear the risk of loss or damage.
3. **Assistance**: We will assist with carrier clarifications if issues arise and can provide insurance at your request and expense. Upon your request for temperature-sensitive Products, we will provide temperature monitoring devices and require your signature confirmation with temperature logs showing maintained cold chain integrity.
4. **Ownership**: We retain ownership of all Products until we receive full payment. We retain ownership of all software and code at all times.

4. Usage Rules & Restrictions

1. **Users**: You are responsible for ensuring that you and all Authorized Parties comply with these terms. Any breach by an Authorized Party is treated as a breach by you. We reserve the right to enforce these terms directly against any such Authorized Party.
2. **Permitted Use**: Applying the 'tool'-principle. You may use the Products for lawful laboratory research and development and the manufacture of your own products. Products are not for diagnostic or therapeutic use in humans or animals.
3. **Strict Prohibitions**: You, your affiliates, and any end-users must **not**:
 - a. Attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine the biological, chemical or physical structure or composition of (parts of) the Products.
 - b. Copy, alter, modify or otherwise design or create any variant or derivative of (parts of) the Products.
 - c. Cultivate, propagate, breed, or multiply (parts of) the Products or use them as "starter material".
 - d. Modify (parts of) the Products in a way that allows for re-use (such as stabilization or immobilization).
 - e. Transfer, disclose, sell, resell, transfer or otherwise provide access to (parts of) the Products to any third party without our prior written consent. You may provide access to Authorized Parties solely for the Permitted Use, provided they adhere to these terms.
4. **Confidentiality**: The composition and "know-how" of our Products are trade secrets. You must keep all technical data, sequences, and pricing confidential.

5. Financial Terms

1. **Pricing**: Prices are provided in our quote and exclude VAT, customs, and other state fees.
2. **Price Adjustments**: We may renegotiate prices after confirmation if (a) regulatory changes impose costs exceeding 5% of order value, or (b) due to force majeure events. If we increase the price after order confirmation, you have the right to cancel the affected order within 14 business days without penalty.

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3. **Payment:** Invoices are "30 days net" in EUR (€) or USD (\$). Late payments incur €100 administrative fee plus **2% monthly interest** or the legal maximum.
4. **Changes to Terms:** We may change payment methods or terms if necessary. We will provide you with at least 30 days' notice before any changes to general payment terms take effect for existing orders.

6. Intellectual Property ("IP")

1. **Aminoverse IP:** We and our partners own all IP rights in and to the Products including any improvements. We grant you a limited, non-exclusive, royalty-free license to use the Products solely for the "Permitted Use".
2. **Your IP:** You own the rights to your final products, methods, processes, data, research results and related improvements and may file any IP on it.
3. **Patent Restrictions:** Without a commercial license, you may not file patents claiming the Products themselves, their composition, content, structure, or sequence as originally supplied. If you violate these IP rules (for example, by filing patents on Product improvements without permission), then:
 - a. We can terminate the Contract and require you to destroy all Products
 - b. You must give us ownership of any unauthorized improvements
 - c. You must give us a free license to any patents you filed incorrectly (so we can keep doing business)
 - d. You must pay our legal costs
 - e. You pay €50,000 per violation as compensation for harm to our business
4. **Commercial License Option:** If you wish to file for extended IP rights (e.g., covering the Products themselves or specific variants), you must execute a separate Commercial License Agreement with us. We are under no obligation to grant such a license.

7. Warranties & Liability

1. **Inspections:** Report obvious defects within 14 days of receipt. Hidden defects must be reported within 14 days of discovery, up to a maximum of 3 months from receipt.
2. **Limited Warranty:** Products are provided "as is". We are not liable for issues caused by your misuse, faulty installation, or modifications.
3. **Freedom to operate:** We represent that, to our knowledge, the Products as supplied do not infringe valid third-party patents. We make no representation that your specific use of the Products will not infringe third-party intellectual property rights. It is your sole responsibility to ensure you have the 'Freedom to Operate' for your intended application.
4. **Liability Cap:** Our liability per claim is capped at the greater of
 - i. €50,000.-; or
 - ii. The total value of the specific Product batch that caused the claim; or
 - iii. Three times the value of the same Products sold to you in the past 12 months;

Up to a maximum aggregate liability of €1,000,000 per calendar year, except for: (i) gross negligence or willful misconduct, (ii) IP indemnification obligations, (iii) breach of confidentiality, or (iv) bodily injury caused by defective Products. Neither party is liable for the other's indirect damages, lost profits, or lost development time.

5. **Indemnity:** We protect you against legally determined IP claims if we had knowledge of the infringement. You protect us against claims arising from your specifications, misuse, or breach of contract.

8. General Provisions

1. **Compliance.** You must comply with applicable export control law (including Dutch, Eu, and US regulations) and anti-corruption laws.
2. **Force Majeure.** We are not liable for defaults or delays caused by circumstances beyond our reasonable control ("Force Majeure").
3. **Safe Destruction:** You are responsible for the safe and legal disposal of all Products. You must ensure that Products are completely destroyed or otherwise rendered unusable to prevent any third party from recovering, re-using, or scavenging (parts of) the Products.
4. **Survival:** Sections 4, 6 and 7 shall survive the termination or expiration of this contract.
5. **Marketing:** You allow us to use your company name (but not your logo) as a reference customer in our advertising and presentations.
6. **Governing Law:** This agreement is governed by Dutch law. Any legal proceedings will be conducted in English.