

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

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

1. Scope & Contract

1. **Applicability.** These terms (“Terms”) apply to all Research & Development Services (“Services”) and its results (“Deliverables”) provided by **Aminoverse B.V.** (“We” or “Us”) to **You** (the “Customer”). These Terms apply exclusively to business entities and override your own general terms unless we agree otherwise in writing.
2. **Contract Formation.** A binding agreement (“Contract”) is formed when we accept your order (e.g. Purchase order) in writing or by commencing the Services. Verbal agreements are not valid unless we confirm them in writing.
3. **Service Models.** We define the scope in our Quote or Statement of Work under one of these models:
 - a. **Fee-for-Service:** A fixed price for a specific scope of work.
 - b. **Time & Material:** Billed based on actual hours or FTE time spent at agreed rates.
 - c. **FTE Pool:** A dedicated pool of FTE resources allocated for a set period to perform Services.
4. **Non-Exclusivity.** Unless explicitly agreed otherwise in the Quote (e.g., for a dedicated FTE team), the Services are non-exclusive. We reserve the right to provide similar services to other parties, provided we strictly maintain the confidentiality of your information and avoid any conflict-of-interest.

2. Performance & Warranty

1. **Standard of Performance.** We will perform the Services with professional care, using scientific diligence and state-of-the-art techniques.
2. **R&D Uncertainty.** You acknowledge that Research & Development is experimental and carries inherent scientific risk. However:
 - a. **Best Efforts.** We commit to using our best scientific efforts and professional judgment to achieve the objectives stated in the Quote.
 - b. **No Outcome Guarantee.** We do not guarantee that the Services will result in any specific scientific outcome, marketable product, or solution to your problem.
 - c. **Timelines.** All timelines are good-faith estimates unless explicitly marked as “fixed deadlines” in the Quote.
3. **Changes.** You can request changes to the scope at any time. If changes affect costs or timelines, we will provide an updated plan and price for your approval.
4. **Limited Warranty.** We warrant only that the Deliverables will substantially conform to the specifications mentioned in the Quote at the time of delivery.
5. **DISCLAIMER.** Except for the limited warranty in Section 2.4, the Services and Deliverables are provided “As Is.” To the maximum extent permitted by law, we expressly disclaim all other warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
6. **No FTO Warranty.** You acknowledge that our Services explore the unknown. Consequently, we do not warrant that the Deliverables or their use will be free from third-party intellectual property.
7. **Audits.** If the Deliverables will be used in regulatory submissions, you may upon 60 days’ written notice audit our facilities during normal business hours to verify compliance with the Contract. Such audits are limited to once per year, usually last no more than one day, and are at your sole expense. Access to areas containing other customers’ confidential information is strictly prohibited.
8. **Subcontracting.** We may delegate parts of the Services to qualified subcontractors with your prior confirmation (e.g., in the Quote). We remain responsible for the quality of their work as if we had performed the work ourselves. However, subcontractor delays are outside our control – any such delay automatically extends the project timeline by the same duration, and we are not liable for the resulting impact. We will notify you promptly if this occurs. In the event of a subcontractor’s default, we will assign any claims we hold against them to you, so you may enforce them directly.

3. Project Communication

1. **Kick-off Meeting.** We will hold a project kick-off meeting to review scope, timeline, and communication protocols.
2. **Progress Updates.** We will regularly provide written progress updates (typically every 5-10 business days). If we encounter significant technical obstacles, we will notify you promptly and discuss options (e.g., alternative approaches, early termination, or scope adjustment).
3. **Project Reports:** We will provide regular Powerpoint-style project reports upon submission of Deliverables unless specified otherwise in the Quote.

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4. **Quarterly Business Reviews.** For FTE Pool arrangements, we will hold quarterly review meetings to discuss progress, priorities, and resource allocation.
5. **Point of Contact.** We both will designate a primary contact for technical and administrative matters.

4. Deliverables & Acceptance

1. **Definition.** Deliverables may include physical items (e.g., enzymes, samples) and digital assets (e.g., sequence files, reports, data).
2. **Delivery Terms.** We retain ownership until you pay in full. **Physical:** All deliveries are FCA Nuth, the Netherlands (Incoterms® 2020), as published by the International Chamber of Commerce. Risk transfers to you when we hand items to the carrier. **Digital:** We deliver digital assets via email, password-protected file or secure download.
3. **Acceptance & Defects.** You must check Deliverables upon receipt.
 - a. **Obvious Defects:** Tell us in writing within **14 days** of receipt.
 - b. **Hidden Defects:** Tell us within 14 days of discovery, but no later than **3 months** from receipt.If you don't notify us, the Deliverables are considered accepted.
4. **Remedies.** If a defect is valid, we will choose to: (a) refund you, (b) fix the defect, or (c) send a replacement at our expense. We will consider your preferred choice in good faith.

5. Price & Payment

1. **Pricing.** Prices in the Quote exclude VAT, customs, and other government fees. If we are charged for these, we will invoice you for reimbursement. For Services extending beyond 12 months, we reserve the right to adjust our rates once per calendar year to reflect changes in the Consumer Price Index (CPI) or standard labor cost increases in The Netherlands.
2. **Payment Terms.** Invoices are due **net 30 days** in the stated currency (EUR or USD). You cannot offset payments against other claims unless we agree in writing.
3. **Customer Delay.** If the Services are delayed by more than 3 business days due to your failure to provide necessary materials, information, or instructions ('Customer Delay'), we may charge you for the costs of resources reserved for your project during the delay period (including FTE costs), and the project timeline will be automatically extended.
4. **Late Payment.** Late payments incur an administrative fee plus 2% monthly interest (or the legal max). You are responsible for our collection and legal costs if you fail to pay.
5. **Purchases.** Unless explicitly listed as a Deliverable in the Quote, we retain sole ownership of all equipment, tooling, and consumables purchased or used by us to perform the Services, even if the cost was recharged to you.

6. Intellectual Property ("IP")

1. **Background IP.** We both keep what is ours. We retain all rights to our pre-existing IP, methods, materials, software, assays, and know-how ("Background IP"). You retain all rights to the materials and IP you provide to us to conduct the Services.
2. **Foreground IP.** Upon full payment, you own the intellectual property rights to the results, data, and materials generated exclusively for you under the Contract ("Foreground IP"), subject to Section 6.4. This includes:
 - a. All data, reports, sequences, and materials created specifically for you;
 - b. Any inventions or discoveries that directly incorporate your Background IP or materials; and
 - c. Results from experiments designed specifically to answer your research questions.

Foreground IP does not include assays, methods, workflows, scripts, algorithms, AI models, agents, or other tools – wet-lab or digital – that we newly develop during the Services ("New Aminoverse Tools"). Such New Aminoverse Tools automatically become part of our Background IP. The fact that your materials or data were used to develop or run a New Aminoverse Tool does not transfer ownership of that tool to you.

3. **Background IP Improvements.** Improvements follow ownership:
 - a. **Owned by Us:** Any improvements, modifications, or enhancements to our Background IP (e.g., improvements to our generic platform technology, methodologies, or enzymes) developed during the Services shall vest solely in us.
 - b. **Owned by You:** Any improvements to your Background IP (e.g., specific mutations to your proprietary enzyme) developed during the Services shall vest solely in you.
4. **Background IP License.** You receive a non-exclusive, royalty-free license to use our Background IP (including any New Aminoverse Tools) to the extent required to commercialize the Foreground IP. Exception: If the Foreground IP constitutes an improvement of our enzymes or strains, commercial use requires a separate commercial license agreement.

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7. Usage & Indemnity

1. **Research Use Only.** Deliverables are for **Research Use Only (RUO)**. They are not tested or approved for use in diagnostics, therapeutics, or humans/animals. You are responsible for obtaining any necessary rights or licenses to use the Deliverables for your specific purpose.
2. **No IP Liability for Deliverables.** The Deliverables are provided to you "as is" regarding intellectual property rights. We accept no liability for any claim alleging that the Deliverables (or your use/modification/resale of them) infringe the patent, copyright, or other rights of a third party.
3. **Our Indemnity to You.** We will indemnify and defend you against legally determined damages and costs resulting from a third-party claim that our Background IP used to provide the Services infringes that third party's intellectual property rights, subject to the liability limitations in Section 8. This indemnification does explicitly not apply to Deliverables themselves.
4. **Your Indemnity to Us.** You agree to indemnify us against claims, losses, or legal costs resulting from:
 - a. **Your Materials/Instructions:** Claims that the materials, data or instructions your provided infringe third-party rights, violate the Nagoya Protocol or biosafety regulations.
 - b. **The Deliverables:** Any claim alleging that the Deliverables infringe third-party rights (except for claims based solely on our Background IP as per Section 7.3); and
 - c. **Usage:** Any use, misuse, modification, or commercialization of the Deliverables.
5. **Conditions for Indemnity.** To benefit from the indemnities above, the party facing a claim must:
 - a. Notify the other party in writing immediately upon learning of the claim;
 - b. Make no admission of liability or settlement without the other party's consent; and
 - c. Allow the indemnifying party sole control over the legal defense and settlement negotiations

8. Limitation of Liability

1. **Liability Cap.** Our liability for simple negligence is limited to 100% of the quoted value of the Services per incident, with an aggregated limit of **€1,000,000** (one million Euro) for all claims in any 12-month period.
2. **Exclusions.** We are not liable for indirect damages, lost profits, lost data, or business interruption.
3. **Exceptions.** These limits do not apply to liability for intent, gross negligence, or bodily injury caused by our negligence.

9. Termination

1. **Your Right to Terminate.** You can terminate the provision of Service or the Contract either by
 - a. **Standard Notice** at any time. You must give notice equal to one-third of the remaining duration of the Service (minimum 40 days). For FTE Pool models with no fixed end date, the notice period is 60 days; or
 - b. **Stop-or-Go decision:** If the decision is made at a pre-agreed "Stop-or-Go" decision point in the Quote, no notice period applies.
2. **Effect.** Upon termination, we will cease work and hand over results generated to date. You must pay for all Services performed up to the termination date and any non-cancellable commitments we made for your project.

10. Confidentiality and Non-Solicitation

1. **Mutual Confidentiality.** We both agree to:
 - a. Keep the other party's confidential information (including technical data, protocols, sequences, business terms, and pricing) strictly confidential and use such information only for the purposes of this Contract;
 - b. Protect it with the same care used for our own confidential information (but no less than reasonable care); and
 - c. Not disclose it to third parties without written permission, except to employees or subcontractors who need to know and are bound by similar obligations.

This obligation does not apply to information that: (i) is publicly available through no fault of the receiving party, (ii) was already known to the receiving party, or (iii) must be disclosed by law. This confidentiality obligation survives for 5 years after the Contract ends.
2. **Non-Solicitation.** For **2 years** after the contract end, neither of us will actively hire the other's employees. A violation requires a payment equal to 100% of that employee's annual gross salary.

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11. General Provisions

1. **Compliance.** We both 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. **Insurance.** We maintain professional and general liability insurance with coverage limits consistent with industry standards for the Services provided.
4. **Survival.** Sections 2, 6, 7, 8 and 10 shall survive the termination or expiration of this contract.
5. **Data privacy.** We process personal data (e.g., contact details of your staff) in accordance with the General Data Protection Regulation (GDPR). We use this data solely for contract performance and customer relationship management.
6. **Storage.** We may destroy your materials 6 months after the project ends unless you ask us to return them at your expense.
7. **Marketing.** We may reference your name as a customer in our marketing materials.
8. **Dispute Resolution.** Before starting legal proceedings:
 - a. Either party may request a meeting between senior managers to resolve the dispute;
 - b. If unresolved after 30 days, either party may propose mediation under the rules of the Netherlands Mediation Institute (NMI);
 - c. Each party bears its own costs for these steps; mediation costs are split 50/50.This does not prevent either party from seeking urgent court relief (e.g., injunctions) when necessary.
9. **Governing Law.** These terms are governed by the laws of **The Netherlands**. Disputes will be settled in the court of your general jurisdiction or our registered office. Proceedings shall be conducted in English.