GENERAL TERMS AND CONDITIONS – ANALYTICAL SERVICES (as of 28-Oct-2026)

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

1. Scope & Contract

1. **Applicability.** These terms ("Terms") apply to all standardized analytical services, in particular host cell protein (HCP) analytics ("Analytical Services"), and their results ("Results") 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. Research & Development projects are governed by our General Terms and Conditions – SERVICES.
2. **Contract Formation.** A binding agreement ("Contract") is formed when we accept your order (e.g. purchase order) in writing or when we start analyzing your samples ("Samples"). By shipping Samples to us, you accept these Terms.
3. **Scope.** The Quote (our written quotation, including any project-specific terms stated in it) defines the assay(s), number of Samples, replicates, report format, price and lead time. The Analytical Services are an established, standardized service and not a research project. We may offer the same Analytical Services to other customers.
4. **Precedence.** Special terms agreed in a Quote prevail over these Terms in case of conflict.

2. Sample Submission

1. **Advance Notice.** Please announce every shipment at least 2 weeks in advance and send our completed Sample Submission Form (e.g. Sample IDs, sample type, buffer/matrix, concentration, volume, storage conditions and any known hazards).
2. **Labelling.** Each Sample must be clearly, uniquely and durably labelled, and the labels must match the Sample Submission Form. We may put on hold or reject Samples that are unlabeled, ambiguously labelled or not listed. We are not liable for errors resulting from unclear or incorrect labelling or information.
3. **Sample Requirements.** Samples must meet the minimum volume, concentration and buffer requirements stated in the Quote or our Sample Guidelines. You must inform us in advance of any substances that may interfere with the assay (e.g. detergents, inhibitors, preservatives).
4. **Shipment.** You ship at your own cost and risk, DAP Nuth, the Netherlands (Incoterms® 2020), with suitable cooling (e.g. dry ice) and all required customs documents. Please ship Monday to Wednesday so Samples do not arrive on weekends or public holidays. We are not liable for loss, delay, thawing or damage during transport.
5. **Receipt Check.** We will confirm receipt and inform you promptly if Samples arrive damaged, thawed, leaking, unlabeled or insufficient. You then decide whether we proceed at your risk or you send replacement Samples.
6. **Safety & Rights.** You warrant that you are entitled to provide the Samples and that their transfer complies with applicable law (including biosafety, export control and Nagoya Protocol rules). Samples must not contain infectious, radioactive or otherwise hazardous material unless we have agreed to this in writing in advance. You must disclose all known risks associated with handling the Samples.

3. Handling of Your Samples

1. **Ownership.** The Samples remain your property. You grant us only the right to use them to perform the Analytical Services.
2. **Limited Use.** We will use the Samples, and any information you provide about them (e.g. sequences or process information), solely to perform the Analytical Services described in the Quote. Without your prior written consent, we will not:
   a. analyze the Samples beyond what is required for the ordered Analytical Services;
   b. attempt to determine the composition, sequence, structure or manufacturing process of your product, or otherwise reverse-engineer the Samples;
   c. use the Samples for our own research or development;
   d. incorporate your Samples, sequences or data identifying you or your product into any of our tools, datasets or publications; or
   e. transfer the Samples or data derived from them to third parties, except to subcontractors you have approved.
3. **Storage.** We store the Samples in an access-controlled area under the conditions stated in your Sample Submission Form (or, if none are given, under conditions appropriate for the sample type), labelled and traceable at all times.
4. **Consumption.** Samples may be partially or fully consumed during analysis. We recommend that you always keep reserve aliquots.
5. **Retention & Disposal.** We keep remaining Sample material for 6 months after delivery of the Results to allow repeat measurements and then dispose of it in accordance with applicable regulations. On your request, we will return (at your expense) or destroy remaining Samples and delete any sequence information you provided at any time, and confirm this in writing. If you request this before the Results are delivered, Section 7.4 applies. We are not responsible for changes in stored Sample material over time; a repeat measurement on stored material may differ from the original Result.

4. Lead Time & Performance

1. **Standard of Performance.** We perform the Analytical Services with professional care in accordance with our internal standard operating procedures and quality controls.
2. **Lead Time.** The lead time stated in the Quote starts on the business day after we have received complete, correctly labelled and analyzable Samples together with all required information. Samples received after 12:00 CET count as received on the next business day. The lead time applies only if the shipment was announced in accordance with Section 2.1. Otherwise, we will analyze the Samples as soon as our capacity allows.
3. **Priority Analysis.** On request, and subject to capacity, we may offer shorter lead times for a surcharge.
4. **Repeat Analysis.** If an analysis fails for reasons within our control (e.g. assay quality criteria are not met), we repeat it free of charge, provided sufficient Sample material remains. If it fails for reasons related to the Samples (e.g. insufficient material, degradation, interfering substances), we will inform you and may charge the analysis.
5. **Subcontracting.** We perform the Analytical Services in-house. We will only use subcontractors with your prior confirmation. They are bound by written confidentiality obligations no less protective than Section 10, and we remain responsible for their work.

5. Results & Complaints

1. **Report.** We deliver the Results as a written report (e.g. PDF) by email, password-protected file or secure download to your named contact only. We disclose Results to third parties (e.g. your manufacturing partners) only on your written instruction. Raw data (instrument exports) is available on request; reagent compositions, assay protocols and other assay know-how are not disclosed.
2. **Scope of Results.** The Results relate only to the Samples as received and tested. You are responsible for ensuring that the Samples are representative of the material you want to assess.
3. **Method Limitations.** Like all analytical methods, our assays have defined detection limits and an inherent measurement uncertainty. A negative result does not prove the absence of HCPs or HCP activity below the detection limit, and false-positive or false-negative results cannot be fully excluded.
4. **Complaints.** Please check the Results upon receipt and notify us in writing of any objections within **14 days**. If the objection is justified and attributable to us, we will, at our choice, repeat the analysis free of charge (if sufficient Sample material remains) or refund the fee attributable to the affected Samples (for plate-based pricing, the pro rata share of the plate fee).

6. Intended Use & Disclaimer

1. **Intended Use.** The Analytical Services are intended to support process development, in particular to monitor and optimize downstream processing (DSP) workflows and to identify HCP-related issues early and quickly.
2. **Not for Batch Release.** The Analytical Services are not performed under GMP, and our methods are not validated for regulatory purposes (e.g. according to ICH Q2). Results must not be used as the basis for GMP batch release, product release or stability specifications, regulatory submissions, or any decision concerning human or animal use.
3. **Complement, Not Replacement.** Our Results complement, but do not replace, your established quality control strategy and the validated release testing required by applicable regulations. Always confirm critical findings with appropriate validated methods and consult your Quality Assurance and Regulatory experts before making product decisions.
4. **Your Responsibility.** You are solely responsible for the interpretation of the Results and for all decisions based on them.
5. **DISCLAIMER.** Except as expressly stated in these Terms, the Analytical Services and Results are provided “As Is”. To the maximum extent permitted by law, we disclaim all other warranties, whether express or implied, including fitness for a particular purpose.

7. Price & Payment

1. **Pricing.** Prices are stated in the Quote (e.g. per Sample) and exclude VAT, customs and other government fees. If we are charged for these, we will invoice you for reimbursement.
2. **Payment Terms.** We invoice as set out in the Quote, which may provide for invoicing in advance (on order or at the start of the Analytical Services), per shipment or by milestone; if the Quote is silent, we invoice on delivery of the Results. Invoices are due net 30 days in the currency of the Quote (EUR or USD). Longer payment terms apply only if stated in the Quote and carry the surcharge stated there. Bank and transfer charges are borne by the payer. You cannot offset payments against other claims unless we agree in writing. We may suspend the Analytical Services and withhold Results while an invoice is overdue; lead times are extended accordingly.
3. **Late Payment.** Late payments incur an administrative fee plus 2% monthly interest (or the legal maximum). You are responsible for our collection and legal costs if you fail to pay.

4. **Cancellation.** You may cancel an order free of charge before the Samples have been shipped. If you cancel after receipt of the Samples but before analysis has started, we may charge a handling fee of 20% of the order value. Once analysis has started, the full fee is due.
5. **Prepaid Packages.** A Prepaid Package is a number of plates (or other units) bought in advance at a package price and called off by Sample shipments within the validity period stated in the Quote. The package fee is a volume price granted is non-refundable. Units not called off within the validity period expire, except units we failed to perform for reasons attributable to us.
6. **Our Right to Terminate.** We may terminate a Contract if an invoice remains unpaid 30 days after a written reminder, or if you become insolvent. Fees for Analytical Services already started remain due.

8. Intellectual Property & Data

1. **Your Samples & Results.** You keep all rights to your Samples, your products and any information you provide. We acquire no intellectual property rights in them. Upon full payment, the Results belong to you and you may use them for any purpose, subject to Sections 6 and 8.2.
2. **Our Assays.** All rights to our assays, methods, reagents, software and know-how, including any improvements made while performing the Analytical Services, remain exclusively ours.
3. **Anonymized Data.** We may use anonymized and aggregated data (e.g. assay performance and quality control data) to maintain and improve our Analytical Services, provided that neither you nor your product can be identified (see Section 3.2).

9. Liability & Indemnity

1. **Liability Cap.** Our total liability under a Contract is limited to the fees paid or payable for the affected Analytical Services. This includes liability for loss of or damage to Samples.
2. **Exclusions.** We are not liable for indirect or consequential damages, lost profits, lost data, loss of product batches, recalls, regulatory consequences or business interruption.
3. **Exceptions.** These limits do not apply to liability for intent, gross negligence, or bodily injury caused by our negligence.
4. **Time Limit.** Any claim against us must be made in writing within **6 months** after delivery of the Results.
5. **Your Indemnity to Us.** You agree to indemnify us against claims, losses or legal costs resulting from (a) hazards of the Samples you did not disclose, (b) your lack of rights to provide the Samples, or (c) any use of the Results, in particular contrary to Section 6.

10. Confidentiality

1. **Mutual Confidentiality.** We both agree to keep the other party's confidential information (including information on Samples, products, processes, Results, business terms and pricing) ("Confidential Information") strictly confidential, to use it only for the purposes of the Contract, to protect it with at least reasonable care, and not to disclose it to third parties without written permission, except to employees or approved 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, (iii) must be disclosed by law, or (iv) is independently developed by the receiving party without use of the other party's Confidential Information. This confidentiality obligation survives for 5 years after the Contract ends. Trade secrets, including the composition of our reagents and our assay know-how, remain protected for as long as they qualify as trade secrets.

11. General Provisions

1. **Compliance.** We both must comply with applicable export control laws (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 (e.g. carrier delays, customs holds, instrument failures not caused by our negligence) ("Force Majeure").
3. **Survival.** Sections 3, 6, 7, 8, 9 and 10 survive the termination or expiration of the Contract.
4. **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.
5. **Marketing.** We name you as a customer, in marketing materials or on our website, only with your prior written consent (email is sufficient). We will never disclose your Results or Sample details.
6. **Dispute Resolution.** Before starting legal proceedings, either party may request a meeting between senior managers. If the dispute is unresolved after 30 days, either party may propose mediation under the rules of the Netherlands Mediation Institute (NMI); mediation costs are split 50/50. This does not prevent either party from seeking urgent court relief.

7. **Governing Law.** These Terms are governed by the laws of **The Netherlands,** excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Disputes will be settled in the court of your general jurisdiction or our registered office. Proceedings shall be conducted in English.