# POLYPLUS GROUP GENERAL TERMS & CONDITIONS FOR THE S
# UPPLY AND PROVISION OF PRODUCTS & SERVICES (T & C)

*These T & C are intended to apply to Products supplied and/or Services performed by any of the Polyplus Group Entity(ies), as hereunder defined. Therefore, when a Product is supplied or a Service performed by a Polyplus Group Entity(ies), these T & C shall be read as referring to the Polyplus Group Entity(ies) providing the said Product or performing the said Service.*
*Unless the context requires otherwise, words importing the singular number shall include the plural and words importing the masculine gender shall include the feminine and neuter genders and vice versa.*

## ARTICLE 1 - DEFINITIONS

For the purposes of these T & C, the following terms used herein with an initial capital letter shall have the following respective meanings, and shall be applicable both to the singular and plural forms:

**"Affiliate(s)"** mean any legal entity which directly or indirectly controls or is controlled by or is under common control with Polyplus-transfection SA, for such period as such control exists. For purposes of this definition, "control" or "controlled" or "under common control" means **(i)** ownership directly or indirectly, of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the equity interest in the case of any other type of legal entity, **(ii)** status as a general partner in any partnership, or **(iii)** any other arrangement whereby Polyplus-transfection SA controls or has the right to control the board of directors or equivalent governing body of a corporation or other legal entity, or the ability to cause the direction of the management or policies of a corporation or other legal entity. For the avoidance of doubt, Polyplus-transfection Inc., Bio Elpida S.A.S as well as Xpress Biologics S.A. are Affiliates of Polyplus-transfection S.A.

**"Approved Sequence & Genetic Features"** mean DNA sequence to be approved by the Client and genetic features of the Molecular Product(s) to be assembled and supplied and/or assayed by the Polyplus Group Entity(ies) concerned within the framework of a Genetic Engineering Service.

**"Bio Elpida S.A.S"** means the French company (RCS Lyon B 511 219 743) located at 97 Allée Alexandre Borodine, 69800 Saint-Priest, France.

**"Client"** means any party that purchases/orders Product(s) and/or Service(s) from any of the Polyplus Group Entity(ies).

**"Client Material(s)"** mean any **(i)** biomolecule, including but not limited to nucleic acids, **(ii)** cells and/or tissues **(iii)** software **(iv)** samples and/or any other tangible provided by the Client to the Polyplus Group Entity(ies) concerned and necessary for the provision of all or part of a Service by the said Polyplus Group Entity(ies), whether this Client Material(s) is provided prior to the commencement of or during the Service in question.

**"Client Specifications"** have the meaning given to it in **ARTICLE 3.1 (i)** hereunder.

**"Deliverables"** mean, when applicable, the data resulting from the performance of a Service by the Polyplus Group Entity(ies) concerned whatever the media used (reports, analysis, production methods and the like). For the avoidance of doubt Deliverables exclude Product Services.

**"Genetic Engineering Service(s)"** mean the service(s) specifically provided by the Polyplus Group Entity(ies) concerned including consulting services, computing assisted analysis, design, assembly and amplification of Molecular Product(s), tests and assays performed in a non-GMP environment.

**"GMP"** means the good manufacturing practice promulgated by the national or regional regulatory authorities, as detailed in EudraLex, Volume 4 of the "The Rules Governing Medicinal Products in the European Union", "Good Manufacturing Practice (GMP) Guidelines" Part II and in the Commission Directive 2003/94/EC of October 8th, 2003, in the Commission Directive 2017/1572 of September 15, 2017, laying down the principles and guidelines of good manufacturing practice in respect of medicinal products for human use and in the Commission Delegated Regulation 2017/1569 of May 23, 2017 supplementing Regulation (EU) No 536/2014 of the European Parliament and of the Council by specifying

principles of and guidelines for good manufacturing practice for investigational medicinal products for human use, and EU GMP Annex 1 [except for *in vivo*-jetPEI® GMP transfection reagent Product, non-sterile Products and advanced therapeutic medecine products (ATMPs) Products. For the clarity, ATMP Products are covered by "Good Manufacturing Practice (GMP) Guidelines" Part IV], as well as any French and/or Belgian laws and regulations arising from the European Directives above mentioned when applicable, as may be amended from time to time.

**"GMP Product(s)"** mean any Product(s) manufactured in a GMP environment and in compliance with GMP guidelines.

**"GMP Service(s)"** mean any Service(s) performed in a GMP environment and in compliance with GMP guidelines.

**"Intellectual Property Rights"** mean all and any intellectual property rights or moral rights of any kind or nature throughout the world including, without limitation all improvements, ideas, algorithms, technical developments, data, works, material technical information, models, prototypes, specifications, methods, software (under source code and object code versions), files, plans, diagrams, patterns, as well as genetic and biological material, whether or not patentable or copyrightable, and all: **(i)** patents, patent applications, continuations, continuations-in-part, divisionals, reissues, re-examinations; **(ii)** copyrights, copyright applications and copyrightable subject matters, registrations substitutions and extensions; **(iii)** industrial designs, applications and registrations; **(iv)** trademarks and trade names, and their respective applications and registrations; **(v)** trade secrets and know-how and all other **(vi)** type of proprietary information thereof.

**"Materials To Be Used"** mean any Client Material(s) and/or any Third-party Material(s), to be used by the Polyplus Group Entity(ies) concerned upon Client's request, in the provision of a Service.

**"Molecular Product(s)"** mean any molecular products (such as for example but not limited to tailor made plasmid DNA, other nucleic acid molecule), provided by the Polyplus Group Entity(ies) concerned and performed in a non-GMP environment.

**"NGS Service(s)"** mean the nucleic acids sequencing services provided by the Polyplus Group Entity(ies) concerned to a Client and resulting in Deliverables only.

**"Other Product(s)"** mean any product(s), whether manufactured in a GMP environment or not, supplied by the Polyplus Group Entity(ies) concerned to a Client and that is not generated within the performance of Service(s), such as but not limited to, transfection reagents, off the shelf plasmids and/or in vivo delivery technologies. For the avoidance of doubt, Other Products exclude Product Services and Deliverables.

**"Parties"** mean the Polyplus Group Entity(ies) concerned and the Client. Singular form (Party) shall be deemed as referring to the Client or the Polyplus Group Entity(ies) concerned, as the context requires.

**"Polyplus Group Entity(ies)"** mean Polyplus-transfection S.A. and/or any of its Affiliates, depending on the Products supplied and/or the Services to be performed.

**"Polyplus-transfection Inc."** means the US company Polyplus-transfection Inc., organized under the laws of the State of Delaware, having a place of business at 1251 Avenue of the America, 3rd FL New York, NY 10020 USA.

**"Polyplus-transfection S.A."** means the French company Polyplus-transfection S.A., (RCS Strasbourg n° 434 320 479), with headquarters at 75 rue Marguerite Perey, 67400 Illkirch-Graffenstaden, France.

**"Product(s)"** mean any Product Services and/or Other Products supplied by any of Polyplus Group Entity(ies).

**"Product Services"** mean any product, resulting from the performance by the Polyplus Group Entity(ies) concerned of a Service, such as but not limited to the Molecular Product(s), ATMPs, aseptic filling, proteins, cell suspensions, biobanking. For the avoidance of doubt, Product Services exclude the Other Products and Deliverables.

**"Purchase Order"** has the meaning given to it in **ARTICLE 2.1** hereunder.

**"Purchase Order Approval"** has the meaning given to it in **ARTICLE 3.1 (v)** hereunder.

**"Purpose"** has the meaning given to it in ARTICLE 5.1 hereunder.
**"Quote"** has the meaning given to it in **ARTICLE 3.1 (ii)** hereunder.
**"Service(s)"** mean any service, whether performed in a GMP environment or not, provided by the Polyplus Group Entity(ies) concerned to a Client. For the avoidance of doubt, Genetic Engineering Service(s) and NGS Service(s) are part of the Service(s) and provisions herein applying to Service(s) shall deem to apply to Genetic Engineering Service(s) as well as NGS Service(s), unless otherwise expressly mentioned in these T & C.
**"Third-party Material(s)"** mean any third-party's biomolecule, cells and/or tissues that Client requests the use by the Polyplus Group Entity(ies) concerned for the provision of the Service(s) for such Client.
**"Xpress Biologics S.A."** means the Belgian company Xpress Biologics S.A., (Company number: 0550.686.915), located at 89 Avenue du Parc Industriel, 4041, Milmort, Belgium.

## ARTICLE 2 - APPLICABILITY & ACCEPTANCE

**2.1** These T & C shall govern all and any orders, for the purchase by a Client from and supply and provision by any of the Polyplus Group Entity(ies), of Product(s) and/or Service(s) ("**Purchase Order**"), and apply to any and all aspect thereof such as but not limited to: **(i)** any Quotes; **(ii)** all acceptances, Purchase Orders, acknowledgements or confirmations by Client of a Quote; **(iii)** use of or access to any Product(s) and/or Service(s) or **(iv)** the validation and confirmation of acceptance by the Client of the Approved Sequence & Genetic Features and maps of Molecular Product(s) to be produced and delivered by the Polyplus Group Entity(ies) concerned.
**2.2**. Client will be deemed to have read and agreed to all and any of these T & C when ordering any of Product(s) and/or Service(s) and these T & C shall prevail over any Client terms and conditions. By using any Product(s) and/or Deliverables, Client agrees to be bound by these T & C.
**2.3** In the event of a conflict of terms or difficulties of interpretation between a Quote, these T & C and/or any active confidentiality agreement ("**CDA**") between a Polyplus Group Entity(ies) and Client in question, the related CDA shall take precedence over the Quote and these T & C for what regards confidentiality obligations.
Should a supply agreement, a quality agreement or a service agreement relating to the supply of Product(s) and/or provision of Service(s) be executed between the Polyplus Group Entity(ies) concerned and the Client in question, provisions of the said supply, quality or service agreement shall apply and prevail over these T & C for the supply of the Product(s), and/or provision Service(s) concerned in case of any discrepancies.
For any other subject matter, the Quote and these T & C shall prevail.
**2.4** The signature of a supply agreement between the Polyplus Group Entity(ies) concerned and a Client for the purchase of any Product(s) commercialized by any of the Polyplus Group Entity(ies) specifically for direct administration in humans is compulsory prior to such purchase.

## ARTICLE 3 - ORDER PROCEDURE

**3.1** The order procedure for the supply/provision of Product(s) and/or Service(s) by any of the Polyplus Group Entity(ies) consists of the following steps which must be followed at all times:
**(i)** For the specific case of Genetic Engineering Service(s), NGS Service(s) and/or when applicable, for any Service(s) provided by the Polyplus Group Entity(ies) concerned, and before the said Polyplus Group Entity(ies) issuing a Quote as defined in (ii) hereunder, the Client will provide, in accordance with given instructions, the Polyplus Group Entity(ies) concerned with:
- <u>for NGS Service(s) and for any other Service(s), when applicable</u>: a list of clearly labelled Client Material(s) to be sequenced or used, depending on the Service(s) in question, as well as theoretical *in silico* sequences of these molecules, if available and when applicable,
- <u>for Genetic Engineering Service(s) and for any other Service(s), when applicable</u>: a specification of its requirements/needs (hereafter '**Client Specification**'). Based on the said Client Specification, and after consultation with the Client, the Polyplus Group Entity(ies)

concerned will define, in particular for the Genetic Engineering Service(s), the genetic characteristics, functions, and components of the expected Molecular Product(s) or, for any other Service(s), if applicable, processes to be used for and the characteristics, functions of the expected Product Services to be supplied and/or assayed.
Based on the list mentioned in this section for NGS Service(s), and/or for any other Service(s), when applicable, or, on the defined characteristics, functions and components and processes for Genetic Engineering Service(s) or for any other Service(s), when applicable, the Polyplus Group Entity(ies) concerned will provide the Client in question with a Quote for the provision of the corresponding Services(s) (whether NGS Service(s),Genetic Engineering Service(s) or any other Service(s)) and the expected Product Services and Deliverables, as mentioned in (ii) hereunder.
**(ii)** Any and all purchases of Product(s) and/or Service(s) are subject to the issuance by the Polyplus Group Entity(ies) concerned of a corresponding quote (herein "**Quote**"), being understood that the Polyplus Group Entity(ies) shall only provide documentation of confidential nature to the Client upon execution of an appropriate CDA.
**(iii)** When placing a Purchase Order for a Product or a Service (Genetic Engineering Service(s) and NGS Service(s) included), the Client must provide the Polyplus Group Entity(ies) concerned with the following information: Client corporate name and appropriate department within Client's organization, invoice address and phone number, delivery address, contact name, email address and phone number, Quote reference and Purchase Order number, Product/Service's part number when applicable, description, quantity, and, for any Purchase Order relating to Product(s), type of packaging and pack size of Product, as well as any other information that may be necessary for the provision, shipment and/or delivery of ordered Product(s)/Service(s) to Client or to any third-party designated by the Client. It is Client's responsibility to provide the Polyplus Group Entity(ies) concerned with all and any relevant, complete and accurate information. In any event, Polyplus Group Entity(ies) shall neither be responsible or liable for any failure in the provision, shipment and/or the delivery of Product(s)/Service(s) due to an inaccurate, irrelevant and/or incomplete information nor for the additional costs incurred as the result of such inaccurate, irrelevant and/or incomplete information, which shall be fully borne by the Client.
**(iv)** Purchase Orders shall be placed by mail at the following email address: order@polyplus-transfection.com or for Bio Elpida S.A.S at: compta@bio-elpida.com or for Xpress Biologics S.A at info@xpress-biologics.com. No Purchase Order shall be considered when placed at another email address or when any other means is used.
**(v)** Only the formal acceptance of the Client's Purchase Order by the Polyplus Group Entity(ies) concerned (hereinafter "**Purchase Order Approval**") shall be considered as a valid firm order for the Purchase Order concerned. Failure to confirm acceptance of a Purchase Order shall in no event be deemed as an acceptance of the corresponding Purchase Order by the Polyplus Group Entity(ies) concerned.
**3.2** The Polyplus Group Entity(ies) may decide, at its sole discretion, not to confirm a given Purchase Order from a Client, in particular but not limited to, when the Client does not provide all information mentioned in **ARTICLE 3.1 (iii)** here above in a timely manner or, after several unsuccessful attempts by the Polyplus Group Entity(ies) concerned to obtain all or part of the necessary information, it may reasonably be expected that the provision, shipment and/or delivery of the Product(s)/Service(s) to the said Client, or to any third-party designated by such Client, will be impossible or difficult to carry out under normal commercial conditions or will result in additional costs for the Polyplus Group Entity(ies) concerned to be able to do so.

## ARTICLE 4 - PRICES & PAYMENT

**4.1** Unless otherwise expressly mentioned, all prices are in Euros or in US Dollars, as the case may be, exclusive of V.A.T. and any other statutory levies.
**4.2** The Polyplus Group Entity(ies) is entitled to require payment from the Client of the entire

amount of the Purchase Order in advance or upon delivery of the Product(s) or provision of the Service(s) concerned. The Polyplus Group Entity(ies) concerned may invoice all or part of a Service as long as a Deliverable is obtained, even if such Deliverable does not meet the Client's expectation. Any payment due to a Polyplus Group Entity(ies) shall occur without any discount, reduction, suspension or set off, within thirty (30) days after the invoice date concerned.

4.3 The Client shall be in default merely by the expiry of the deadline for payment without the need for any demand, notice of default or judicial intervention. Any payment not made by the Client on or before the due date shall accrue interest, without any prejudice of any other remedies that the Polyplus Group Entity(ies) may have under applicable laws. The Client shall be required to reimburse the Polyplus Group Entity(ies) concerned for all the expenses incurred for collecting the amount due, including judicial and extrajudicial expenses, which shall, at any rate, include the actual costs incurred for legal assistance and advice thereof.

4.4 Should a Client cancel a Purchase Order for any reason whatsoever after the Polyplus Group Entity(ies)' Purchase Order Approval as set out in ARTICLE 3.1 (v) here above, the said Client shall bear:

(a) all and any cancellation and itemized, non-cancellable costs that have already been incurred by or that relates to work already performed by the Polyplus Group Entity(ies) concerned and/or its subcontractors, if any.

(b) For the specific case of Service(s), in addition to the cancellation costs mentioned in ARTICLE 4.4 (a) hereabove, the following costs shall be due by the said Client to the Polyplus Group Entity(ies) concerned:

- if a Purchase Order is cancelled between three (3) months and thirty (30) days prior to the said Purchase Order start date, the reservation fee of fifty percent (50%) of the said Purchase Order price shall remain payable to the Polyplus Group Entity(ies) by the Client;
- if a Purchase Order is cancelled less than thirty (30) days prior to the start date of the said Purchase Order, the Client shall be liable to Polyplus Group Entity(ies) concerned for full payment of the price of the Purchase Order in question.

## ARTICLE 5 - CLIENT OBLIGATIONS

5.1 In case any Client Material(s) are used for the performance by a Polyplus Group Entity(ies) of a Service (all hereafter the 'Purpose'), the Client shall promptly deliver or arrange for the prompt delivery to the Polyplus Group Entity(ies) concerned of all the said Client Material(s) together with information concerning their related properties that are considered reasonably necessary for the performance of the Service concerned, free of charge for the Polyplus Group Entity(ies), unless otherwise agreed in writing between Client and Polyplus Group Entity(ies) in question prior to the beginning of the performance of the Service(s) concerned.

The Client shall provide the Polyplus Group Entity(ies) concerned with Material To Be Used related data as available and known to the said Client to apprise the Polyplus Group Entity(ies) in question of the proper storage and safe handling requirements, including a material safety data sheet if applicable and other relevant and necessary information concerning the safety, handling, use, disposal and environmental effects of such Material To be Used.

5.2 The Client represents, warrants and covenants that: (i) it is entitled to deliver all and any Client Material(s) to the Polyplus Group Entity(ies) concerned for the Purpose; (ii) the Materials To Be Used and any parts thereof may and can be used by the Polyplus Group Entity(ies) concerned for the Purpose; (iii) that the use of the Materials To Be Used or any parts thereof, either alone or in combination with any other product or materials, does not infringe upon or misappropriate any third-party's Intellectual Property Rights as set out in ARTICLE 8.1 hereunder and (iv) the Client complies with provisions of ARTICLE 8.2 hereunder.

5.3 The Client is sole responsible for (i) ensuring that the use by the Client of the Product(s)/Services complies with all and any applicable laws, regulations and governmental policies as well as with provisions of ARTICLE 7 hereunder; (ii) obtaining all and any related

necessary approvals and permissions; and for **(iii)** following the instructions included in the Product(s)/Services' protocols, non-hazardous product statements and/or any other relevant documents that accompany the Product(s) and/or the Service(s).

## ARTICLE 6 - DELIVERY AND TRANSFER OF RISK & TITLE

**6.1** Delivery and shipment of Product(s) will be made according to the Incoterms® 2020 defined in the corresponding Quote.

**6.2** The delivery date stated in the Quote or as otherwise agreed in writing by the Polyplus Group Entity(ies) concerned is **(i)** in any event, subject to Client's responsiveness including but not limited to the delivery of Client Materials; and **(ii)** is approximate and may never be regarded by the Client as a binding deadline.

**6.3** The Polyplus Group Entity(ies) is entitled to make partial deliveries of the required amounts of Product(s)/Service(s), and to invoice any partial delivery separately.

**6.4** The Client assumes all responsibility for the importation of the Product(s), including but not limited to obtaining of all required permits, licenses or certificates or any other regulatory, legal or administrative authorizations ("Authorizations"). The Polyplus Group Entity(ies) shall in no event be liable for the failure of the Client to obtain such Authorization(s) or for any related delays in the performance of a Service.

**6.5** Title to the Product(s) shall pass from the Polyplus Group Entity(ies) concerned to the Client upon receipt by the said Polyplus Group Entity(ies) of payment in full for all amounts due for Service(s) or units of Product(s) concerned by the related Purchase Order.

**6.6** For the specific case of Deliverables, Deliverables shall be communicated on the completion of the analysis, by e-mail and/or post or by any other electronic means to the Client.

## ARTICLE 7 - USE

**7.1** To the exception of Product(s) commercialized by any of the Polyplus Group Entity(ies) specifically for direct administration to humans, all other Product(s) are not allowed to be, and the Client represents, covenants and warrants that the Products will not be, directly administered to humans.

**7.2** All GMP Product(s) supplied by and/or GMP Service(s) performed by any of the Polyplus Group Entity(ies) are GMP compliant.

It is the Client sole responsibility to ensure that the Client purchases and/or orders the appropriate and relevant quality grade of the Product(s) and/or Service(s), consistent and in adequation with the Client intended use, the Polyplus Group Entity(ies) disclaiming any responsibility in this regard. Moreover, it is the sole responsibility of the Client(s) to **(i)** take all necessary actions to test and validate any Product(s) supplied and/or Service(s) performed by any of the Polyplus Group Entity(ies) and **(ii)** to ensure that any and all use and/or applications of the Product(s) and/or the Deliverables meet all and any applicable regulatory, certification, validation or any other legal or administrative requirements. It is specified that the same shall apply to products, regardless of their process stage and/or name (product, final or intermediate product, material, and the like), that may be generated by or in connection with the use of the Products.

**7.3** Client will not or attempt to reverse-engineer, disassemble, re-assemble, distribute, resell or decompile any Product or sample, composition or formulation of Product, tangible specimen of Product, provided to the Client by any of Polyplus Group Entity(ies).

For the specific case of off the shelf plasmid Products provided by Polyplus Group Entity(ies), in addition to provisions herein above, no right to amplify, replicate and/or duplicate the said off the shelf plasmid Products is conveyed either expressly by implication or by estoppel.

## ARTICLE 8 - WARRANTIES & DISCLAIMER

**8.1** Use by any of the Polyplus Group Entity(ies) of Materials To Be Used is done solely at the Client's discretion and liability. Accordingly, the Client represents, warrants and covenants that the Client has or has obtained, all the necessary licenses, registrations, consents, permissions and rights, including but not limited to all Intellectual Property Rights (and has the power and authority to grant the foregoing), in all and

any Materials To Be Used, provided to any of the Polyplus Group Entity(ies) or requested by the Client to be used by any of the Polyplus Group Entity(ies), in connection with the provision of any ordered Service.

8.2 The Client represents, warrants and covenants that the Client Specifications and any and all Client Materials (and shall ensure that all and any Third-party Material(s)) are correct and without any error, complete, of a good and adequate quality and fit for Purpose, have been manufactured and tested in accordance with GMP or ISO guidelines, as applicable, and can be used safely and in a harmless manner for the Service concerned. The Polyplus Group Entity(ies) disclaim(s) any representations, responsibilities or warranties of any kind in this regard, in particular but not limited to, for not being able to perform the Service(s) due to any of the Client Specifications and/or any of the Material(s) To Be Used. The Client shall compensate the Polyplus Group Entity(ies) concerned in full for all costs made and extra work to be performed by the said Polyplus Group Entity(ies) as a result of the Client Specifications and/or any Materials To Be Used not being correct, complete, of a good quality or fit for the Purpose

8.3 The Client acknowledges and agrees that the Polyplus Group Entity(ies) relies and will rely on the Client Specifications and the Materials To Be Used. Accordingly, and considering Client's validation and agreement with the Approved Sequence & Genetic Features of Molecular Product(s) and/or the Product Services and Deliverables to be supplied for the provision of the Genetic Engineering Service(s) by the Polyplus Group Entity(ies) concerned, the Polyplus Group Entity(ies) is relieved from any responsibility or liability for the quality of the Molecular Product(s), Product Services and/or any Deliverables supplied, as well as for any defects in the design or in the Product Services, the Deliverables and/or the Service(s) provided.

8.4 All Product Services, Deliverables and Service(s), when not provided in a GMP environment, are provided, performed and/or sold "as is", without representation, warranty or condition of any kind, express or implied statutory or otherwise, however arising (whether by contract, tort, negligence, principles of manufacturer's liability, operation of law, conduct, statement or otherwise), including, without restriction, any implied warranty or condition of quality, merchantability, merchantable quality, durability, title, non-infringement or fitness for a particular purpose. Deliverables and any related analyses, interpretations, estimates, consultancy Services and inferences cannot be fully accurate and/or relevant in all cases.

8.5 For GMP Service(s) and Product Services resulting from a GMP Service(s), the Polyplus Group Entity(ies) concerned warrant(s) that the said GMP Services and the resulting GMP Product Services are provided in compliance with GMP. NO OTHER REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IS MADE BY POLYPLUS GROUP ENTITY(IES) INCLUDING WITHOUT LIMITATION, and, in particular but not limited to, warranty **(a)** regarding the merchantability of fitness for a particular purpose or **(b)** that the said GMP Service(s) and/or GMP Product Service(s) do not infringe, misappropriate any third-party Intellectual Property Rights.

8.6 For Other Product(s), the Polyplus Group Entity(ies) concerned warrants that the Product(s) sold by the said Polyplus Group Entity(ies) to the Client shall, at the date of its/their delivery, be free from defective material and workmanship, conform to its/their related current specifications at the time of sale, GMP if applicable, and to the said Polyplus Group Entity(ies)' knowledge, contain no latent defect. The aforementioned warranties shall not apply in case of tampering, modification, misuse, wrongful or negligent act or omission in handling or use of the Other Products. NO OTHER REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IS MADE BY THE POLYPLUS GROUP ENTITY(IES) INCLUDING WITHOUT LIMITATION, and, in particular but not limited to, warranty **(a)** regarding the effectiveness of the Other Product(s) once it/they has/have been incorporated to another product or mixed to constitute a compound, **(b)** regarding the stability of the Other Product(s) after the said Other Product(s) is/are delivered

to the Client in accordance with the applicable Incoterms® 2020. It is specified that, even if a batch of Other Product(s) meets all its related quality control specifications at the time of its delivery, stability of such batch will be affected by the passage of time. For clarity, the stability of the Other Product is shorter when the said Other Product is mixed to constitute a compound, (c) of merchantability or fitness for a particular purpose or (d) that the Other Product(s) do not infringe, misappropriate any third-party Intellectual Property Rights.

8.7 In any case, the aggregate liability of the Polyplus Group Entity(ies), regardless of the legal ground, shall be strictly limited to the amount paid by the Client under the Quote giving rise to the said claim.

8.8 Neither the Polyplus Group Entity(ies) nor the Client, under or in connection with these T & C, and within the limits provided for by the applicable law, shall be liable towards each other for any loss of actual or anticipated profits, losses caused by business interruption, loss of goodwill or reputation, or any indirect, incidental, punitive, special, exemplary or consequential loss or damages ("Indirect Loss"), whether such Indirect Loss are based on tort, (including negligence) warranty, contract or any other legal theory.

## ARTICLE 9 - INDEMNIFICATION

The Client shall, at its own expense, indemnify, defend and hold Polyplus Group Entity(ies), their directors, officers, employees, agents, sub-contractors, successors and assignees (any such directors, officers, employees, agents, successors and assignees, hereafter '**Indemnitees**') harmless from and against any and all claims, demands, losses, liabilities, settlement, amounts, costs, damage and expenses whatsoever (including, reasonable attorneys' fees and other costs of defending any action), that the Polyplus Group Entity(ies) or any Indemnitees incur in any way, arising out of or relating to:

(a) any breach by the Client of the Client's obligations under these T & C; (b) any use of the Product(s) and/or Services; (c) any failure of the Client to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the Product(s) and/or Services (d) any violation, misappropriation or infringement by the Client of any third-party's Intellectual Property Rights in the handling, storage and/or use of the Product(s) and/or the Services; (e) any claim from a third-party that the use by any of the Polyplus Group Entity(ies) of any Materials To Be Used or Client Specifications or parts thereof violates, misappropriates or infringes any third-party's Intellectual Property Rights and/or (f) any damage caused by the use of the Product or by a defect of the product with which the Product has been incorporated, mixed or associated, except a damage due to a defect caused, in whole or in part, by the manufacture of the Product concerned or the nonconformity of the Product concerned to its related specifications.

## ARTICLE 10 - INSURANCE

The Client shall maintain adequate insurance to cover its civil and commercial liability against all and any of its activities and obligations associated with these T &C, provision of Materials To Be Used and purchase, storage, handling and use of Product(s) and/or Services.

## ARTICLE 11 - CONFIDENTIALITY

11.1 The Quote as well as any documentation provided with the Product(s) and/or Service(s), if any, are confidential. The Client shall use the same degree of care that it uses in safeguarding its own similar confidential information and, in any event, no less than a reasonable degree of care. In particular, subject to provisions and under the limits of ARTICLE 11.3 hereunder, the Polyplus Group Entity(ies) concerned shall not disclose any information relating to the Client Material(s) or to confidential technical information provided by the Client under a Purchase Order. The said Polyplus Group Entity(ies) undertaking shall remain effective for three (3) years as from the date of receipt by the Polyplus Group Entity(ies) concerned of the Purchase Order in question, notwithstanding the latter's termination or expiry. If the Polyplus Group Entity(ies) and Client have signed a CDA in relation with the subject matter of the said Quote, which is in force during the term of the said Quote, provisions of the said CDA shall apply to the Quote concerned.

11.2 The Polyplus Group Entity(ies) may, and the Client hereby acknowledges and agrees, use and exploit residuals for any purpose after the return or destruction of Client's confidential information without breach of its confidentiality obligations hereunder. As used herein, residuals shall mean information of any intangible form, including but not limited to ideas, concepts, techniques and/or understandings retained in the unaided memory of the Polyplus Group Entity(ies)' employees as a result of their review, evaluation and testing of the Client's confidential information.

11.3 Notwithstanding provisions of ARTICLE 11.1 here above, (a) either Party may disclose such terms, conditions or pricing (i) to legal, accounting and professional advisors bound by formal ethical or fiduciary duties requiring such advisors to treat, hold and maintain such information confidential in accordance with these T & C and/or (ii) the Polyplus Group Entity(ies) may disclose all or part of confidential information received from the Client when the said Polyplus Group Entity(ies) is required by law, regulation or stock exchange rule, or a valid court order to disclose any such confidential information and/or (b) the Polyplus Group Entity(ies) may, for the sole purpose of performing all or part of Services for a Client, use external sequences data base as strictly necessary for the Service under consideration (such as but not limited to sequences analysis or synthesis), by uploading the nucleotide sequences, protein sequences in question and/or any related information, being understood that any such information / sequence uploaded is anonymized and no information relating to the identity of the Client in question is shared or disclosed on this occasion.

11.4 Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the said other Party.

## ARTICLE 12 - INTELLECTUAL PROPERTY RIGHTS

12.1 The provision and sale of Product(s) and/or Service(s) under these T & C shall not, by implication, estoppel or otherwise, convey or be construed as conferring or granting, in any way whatsoever, any license or rights of any kind under any Polyplus Group Entity(ies) Intellectual Property Rights and the Client expressly assumes all risks of any infringement or misappropriation of third-party's Intellectual Property Rights in the provision of the Client Materials to the Polyplus Group Entity(ies), the use by the Polyplus Group Entity(ies), upon Client's request, of Third-party Material(s) within the performance of a Service, the handling, storage and/or use of the Product(s) and/or the provision of the Services.

The Polyplus Group Entity(ies) will own and expressly retains the ownership of all tools, processes, methodologies, programs, templates, know-how and technologies, including any Polyplus Group Entity(ies) Intellectual Property Rights in relation thereto, that have been or will be used or applied by the Polyplus Group Entity(ies) for the design, development, assembly, consultancy, manufacture and/or production of any Product(s) and/or provision of any Service(s) and of any improvements and modifications thereof that could be generated, obtained, made or conceived during the performance of Service(s).

12.2 The Client will own and remains the owner of the Client Materials, and, as the case may be, of the Product Services, the Deliverables and/or of the Client Specifications including any Client Intellectual Property Rights in relation thereto. The Client hereby grants the concerned Polyplus Group Entity(ies) a non-exclusive, royalty free right and license under any Client Intellectual Property Rights to use and have used any such Client Material(s) and/or Client Specifications for the Purpose and the necessary rights under any Third-party Material(s) that the Client requests the use for the performance by the Polyplus Group Entity(ies) concerned of the related Service.

12.3 The Client will not take any action or omission that may prejudice, alter, or affect any of Polyplus Group Entity(ies) Intellectual Property Rights, Product(s) and/or Service(s).

## ARTICLE 13 - ENTIRE AGREEMENT

13.1 These T & C and any related Quote or the like such as but not limited to a statement of work (if any) issued by a Polyplus Group

Entity(ies) that includes these T & C, together with any active CDA and supply agreement, quality agreement and/or service agreement, if applicable, constitute the complete and entire statement of all terms, conditions and representations of the agreement between the Polyplus Group Entity(ies) concerned and the Client with respect to its subject matter, and the Client acknowledges that it has not relied on any statement, oral or written, made prior to these T & C.

13.2 Each provision in these T & C is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of these T & C is found by such an authority to be invalid or unenforceable in whole or in part, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the Parties, within the limits of applicable law.

## ARTICLE 14 - FORCE MAJEURE

The Polyplus Group Entity(ies) shall not lose any rights hereunder or be liable to a Client for damage or losses on account of failure, full or partial non-fulfilment or delay of performance if the failure, full or partial non-fulfilment or delay is occasioned by government action, war or danger of war, civil war, riot, explosion, strike, lockout, embargo, act of God or natural disaster such as fire, hurricane, earthquake, flood, pandemic, epidemic, failures by suppliers and/or carriers or any other similar cause beyond the control of the Polyplus Group Entity(ies) concerned (each a "Force Majeure Event"), provided that the said Polyplus Group Entity(ies) has exerted all reasonable efforts to avoid or remedy such Force Majeure Event. Should the Force Majeure Event last for more than one (1) month, either Party shall be entitled to terminate the Quote and related Purchase Order concerned with immediate effect, by written notice to the other Party, without compensation.

## ARTICLE 15 - APPLICABLE LAW & DISPUTES

15.1 These T & C and related Quote shall be governed by and be construed in accordance with the Laws of France without regard to conflicts of law rules and provisions of The United Nations Convention on Contracts for the International Sale of Goods which are expressly excluded.

15.2. In the event of any dispute between the Parties as to the interpretation, the validity, the termination or the performance of these T & C and/or related Quotes, the courts located in Paris (France) shall have exclusive jurisdiction.