


BASIC TERMS AND CONDITIONS OF SALE AND PERFORMANCE GENOMTEC S.A.

1. General. These terms and conditions apply to all sales of the products ("**Products**" or "**Product**") and/or all performance of the services ("**Services**" or "**Service**"), as the case may be, by GENOMTEC S.A. ("**GENOMTEC**").
2. Entire offer. These terms and conditions, together with the Quotation ("**Quotation**") and the Instructions for Use ("**IFU**"), as the case may be, comprise the entire offer by GENOMTEC regarding the Products and/or the Services named therein. Specifications of the Products are outlined in the TDS attached to the Quotation.
3. Liability. Liability of GENOMTEC S.A. is only limited to the amount of the remuneration set out in the Quotation and GENOMTEC is only liable if the Product (stored properly) or the Service does not meet parameters set out in the IFU. In the event of performing the Services, GENOMTEC is only and exclusively liable towards the purchaser, and not towards any third parties regardless if associated with, connected with, related to or contracted by the purchaser.
4. IP and other rights belonging to GENOMTEC. All rights, title and interest to the Product and/or the Service, as the case may be (including any intellectual or industrial property rights) remain with GENOMTEC S.A. The purchaser and its contractors, clients, affiliates and other entities or persons (including principals, agents, direct purchasers and permitted end-users) do not acquire any right, title and interest (including any intellectual or industrial property rights) to the Product and/or the Service. Neither the delivery of the Product and/or the performance of the Service nor any actual cooperation shall be construed as granting the purchaser (and other entities outlined in the immediately preceding sentence) any intellectual or industrial property right, including but not limited to, patent, trademark, copyright, trade secret or other, relating to the Product and/or the Service.
5. IP and other rights belonging to the purchaser or a third party. In the event of performing the Services with the use of any materials delivered by the purchaser or obtained by GENOMTEC on the basis of instructions from the purchaser, the purchaser shall ensure that such materials may be used by GENOMTEC in its performance of the Services to the fullest extent available. The use of such materials shall be explicitly requested in the Quotation. By requesting GENOMTEC to use such materials, the purchaser confirms its consent for GENOMTEC to use the purchaser's materials or - in the event of using third party's materials - the purchaser confirms that it holds all valid consents from all persons having relevant IP and other rights to such materials for such use. The purchaser indemnifies GENOMTEC and agrees to hold it harmless from any claims of any third party relating to using such materials by GENOMTEC in its performance of the Services.
6. Restrictions. Reverse engineering and/or deformation of the Product is not allowed. Unless GENOMTEC expressly states otherwise in writing, GENOMTEC gives no rights to use the Product in any commercial application other than stated in Quotation or a similar product document (involving in vitro diagnostic use for medical purposes, or research use only (RUO) use; limited and / or forbidden commercial applications include manufacturing, quality control, commercial services other than in vitro diagnostic use and involving, reporting of the results of your activities in ex vivo or in vivo therapeutic uses, inclusive of conducting Product / Services(s) analysis for the purpose of its publishing that voids Product's medical diagnostic intended use, or any type of consumption by or application to humans or animals). If you need commercial use rights in respect of the Products, please contact us at office@genomtec.com. For monitoring, benchmarking and any kind of publication (including but not limited to using the Product in scientific or medical comparisons) written consent must be obtained from GENOMTEC.
7. Purchase Order. To issue a Purchase Order ("**P.O.**") the purchaser (or its agent) shall place its signature at the bottom of the Quotation. A soft copy of the P.O. shall be e-mailed to GENOMTEC at the following address: office@genomtec.com.
8. Currency and payment. Payment for the Product and/or the Service shall be made in such currency, and in accordance with such terms, as specified in the Quotation. All payments shall be made by wire transfer.
9. INCOTERMS. INCOTERMS DAP 2020 applies to the delivery of the Products outlined in the Quotation. All appropriate duties and taxes are payable by the purchaser upon arrival. GENOMTEC will use the courier service of its choice.
10. Insurance. GENOMTEC is only responsible for normal insurance against loss and/or damage during transportation via and at the minimum standard rates available at the courier service, with the liability limit not exceeding the total amount set out in the Quotation. All additional or supplementary insurance shall be paid by the direct purchaser at its sole discretion.
11. Dispute resolution. Disputes regarding the Products and/or the Services shall be settled by the Polish state courts having jurisdiction over GENOMTEC and the purchaser hereby submits to their jurisdiction.
12. Exclusion of certain conventions. Application of the Convention on the limitation period in the international sale of goods (New York, June 14, 1974) and the United Nations Convention on contracts for the international sale of goods (Vienna, April 11, 1980) are hereby expressly excluded.

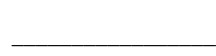
Acknowledged and accepted by:

Miron Tokarski, CEO, 23 Nov 2020



(Name, surname, function, date)

Acknowledged and accepted by the Customer:



(Name, surname, function, date)