POULPHARM BV
GENERAL TERMS AND CONDITIONS

1. SCOPE AND APPLICABILITY

A. These General Terms and Conditions ("T&C") apply to all quotations, products and services supplied by POULPHARM BV ("Poulpharm") to its customer (the "Customer"). Poulpharm and the Customer are each referred to as a "Party" and together as the "Parties".
B. "Products" include, where applicable, biologicals, biological materials, microorganisms, viral and bacterial strains, isolates, cultures, samples, reagents and other tangible materials supplied or sold by Poulpharm. "Services" include laboratory, diagnostic, veterinary, pathology, consultancy, contract research, research and development, testing, validation, analytical and related services.
C. These T&C form an integral part of every quotation issued by Poulpharm.
D. Any terms proposed by the Customer are expressly rejected unless accepted in writing by Poulpharm.
E. In the event of inconsistency with a separate written agreement signed by both Parties, that agreement prevails to the extent of the inconsistency.

2. QUOTATIONS AND CONTRACT FORMATION

A. Quotations remain valid for thirty (30) days unless otherwise stated.
B. "Quotation" means Poulpharm's quotation together with any study proposal, protocol, statement of work, project plan, technical specification or other document attached to or incorporated into such quotation. A binding agreement is formed when the Customer accepts the Quotation in writing, including by signature, electronic signature or email confirmation.
C. The Quotation together with these T&C constitutes the entire agreement concerning the relevant Products and Services.
D. Any modification to an accepted Quotation requires Poulpharm's prior written approval and may result in revised pricing, timelines or other terms.
E. Any cancellation, postponement or modification requested after acceptance may result in cancellation, delay or rescheduling charges.

3. PERFORMANCE OF SERVICES

A. Poulpharm shall perform the Services with reasonable skill and care and in accordance with applicable professional standards.
B. Timelines, milestones and completion dates are estimates only and are not guaranteed.
C. Poulpharm may engage affiliates and qualified subcontractors.
D. Poulpharm shall not be liable for delays caused by the Customer, third parties, authorities, transport providers or circumstances beyond its control.

4. CUSTOMER MATERIALS AND SAMPLES

A. The Customer shall provide all materials, samples, animals, tissues, biological materials, data, documentation and information necessary for the Services ("Customer Materials").
B. The Customer warrants that Customer Materials are accurate, properly identified, lawfully supplied, compliant with applicable laws and regulations and do not infringe third-party rights.
C. Poulpharm may rely on Customer Materials, data and instructions and shall not be liable for consequences arising from incomplete, inaccurate, misleading, contaminated, defective or non-compliant Customer Materials, information, instructions or data.
D. Poulpharm may refuse, suspend or terminate Services where Customer Materials present safety, biosecurity, legal or regulatory concerns.
E. Unless otherwise agreed, Poulpharm may destroy samples after completion of the Services or expiry of its retention period.

5. DELAYS, CANCELLATIONS AND RESCHEDULING

A. Customer-caused delays or cancellations may result in charges: >4 weeks actual non-recoverable costs; 4–2 weeks 20%; 2 weeks–3 business days 50%; <3 business days 100% of Service Fee. Poulpharm may reduce charges where capacity can be reallocated.

6. PRICES AND PAYMENT

A. Prices are in EUR and exclude VAT and other applicable charges unless stated otherwise.
B. Products and Services shall be invoiced and paid in accordance with the Quotation.
C. Payments shall be made without deduction, withholding, set off or counterclaim.
D. Poulpharm may suspend performance and release of Deliverables until all outstanding amounts are paid.
E. Late payment remedies apply in accordance with Belgian law.

7. DELIVERY, ACCEPTANCE, RISK AND TITLE

A. Unless otherwise agreed, Products are supplied FCA Poulpharm facility, Belgium (Incoterms® 2020).
B. Risk passes upon delivery. Ownership of Products remains with Poulpharm until full payment. Where Poulpharm has expressly agreed to assign or transfer intellectual property or other rights in connection with a Product, such assignment or transfer shall likewise take effect only upon receipt by Poulpharm of full payment, unless expressly agreed otherwise in writing.
C. The Customer shall inspect Products and the reports, test results, study data, analyses, findings, conclusions and other outputs expressly identified in the Quotation as deliverables ("Deliverables") and notify any complaint within ten (10) business days.
D. Absent notice, Products and Deliverables are deemed accepted.

8. RESULTS AND INTELLECTUAL PROPERTY

A. Subject to full payment, the Customer shall own the Deliverables.
B. Unless expressly agreed otherwise in a separate written agreement, Poulpharm retains ownership of all methodologies, know-how, laboratory techniques, diagnostic methods, SOPs, software, databases, analytical methods, inventions, biological materials, strains, models, processes, technologies and other intellectual property used or developed independently of the Services ("Poulpharm Technology"). Where Poulpharm expressly agrees in writing to sell, assign or otherwise transfer ownership of specified biological materials, strains or intellectual property rights, only the materials and rights expressly identified in such agreement shall be transferred, and all other Poulpharm Technology shall remain the exclusive property of Poulpharm.
C. Poulpharm retains ownership of all enhancements and improvements to Poulpharm Technology.
D. Except for Deliverables, all intellectual property, methods, tools, technologies, software, biological materials and laboratory records used or developed during the Services remain Poulpharm property.
E. Poulpharm may use its know-how and experience provided it does not disclose Customer Confidential Information or Deliverables.
F. Poulpharm shall not publish Deliverables without the Customer's prior written consent.
G. No license is granted except as expressly stated.
H. The Customer shall not reverse engineer Poulpharm Technology except where prohibited by mandatory law.

9. CONFIDENTIALITY

A. Each Party shall keep confidential all non-public technical, commercial, financial, scientific, regulatory and business information disclosed by or on behalf of the other Party in connection with the Quotation, Products or Services ("Confidential Information").
B. The receiving Party shall use the Confidential Information solely for the performance and exercise of its rights and obligations under the agreement and shall protect such Confidential Information with at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care.
C. The receiving Party shall not disclose Confidential Information to any third party except to its employees, directors, officers, affiliates, professional advisers, subcontractors or service providers who have a need to know such information for the purposes of the agreement

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and who are bound by confidentiality obligations no less protective than those contained herein.
D. Confidential Information shall not include information that the receiving Party can demonstrate: (i) was publicly available without breach of the agreement; (ii) was lawfully known to the receiving Party before disclosure; (iii) was lawfully received from a third party without restriction; or (iv) was independently developed without reference to the Confidential Information.
E. A Party may disclose Confidential Information where required by law, court order or regulatory authority, provided that it shall, where legally permitted, give prior notice to the other Party and cooperate in seeking confidential treatment of such information.
F. Upon written request and subject to applicable legal, regulatory and archival obligations, each Party shall return or destroy the other Party's Confidential Information.
G. Neither Party shall use the name, logo or trademarks of the other Party in any publication, advertisement, press release or promotional material without prior written consent.

10. WARRANTIES AND DISCLAIMERS

A. Poulpharm warrants that it shall perform the Services with reasonable skill and care and in accordance with applicable professional standards.
B. The Customer acknowledges that laboratory testing, diagnostics, veterinary services, pathology services, research and development activities and biological studies are inherently variable and experimental in nature.
C. Poulpharm does not warrant or guarantee any scientific, biological, technical, veterinary, regulatory, commercial or economic outcome arising from the Services, Products or Deliverables.
D. Any opinions, recommendations, interpretations, analyses or conclusions provided by Poulpharm are based on the information and materials available at the time of performance and are provided for informational purposes only.
E. Products are warranted only to conform to Poulpharm's written specifications at the time of delivery.
F. Except as expressly stated in these T&C, all warranties, conditions and representations, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement, are excluded to the fullest extent permitted by law. Unless expressly agreed otherwise in writing, Poulpharm gives no warranty as to the suitability of any biological material, strain or other Product for any particular research, development, regulatory, manufacturing or commercial purpose, or as to the results obtainable from its use.

11. INDEMNIFICATION

A. The Customer shall indemnify, defend and hold harmless Poulpharm, its affiliates, directors, officers, employees, agents and subcontractors from and against all third-party claims, demands, actions, proceedings, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or relating to Customer Materials, information, instructions or data supplied by the Customer, the Customer's use, interpretation, reliance upon, modification, combination, research, development, manufacture, regulatory approval, commercialization, distribution or other exploitation of Products, biological materials, Services or Deliverables; the manufacture, marketing, distribution, sale or use of any product or service developed by the Customer based upon the Deliverables, the Customer's breach of applicable laws, regulations or third-party rights; or any allegation that Customer Materials, information, instructions or data infringe any intellectual property right or other right of a third party.
B. Poulpharm shall indemnify the Customer against third-party claims to the extent finally determined by a competent court to arise directly from Poulpharm's fraud, willful misconduct, gross negligence, or infringement of a third party's intellectual property rights by Poulpharm Technology used by Poulpharm in performing the Services.
C. The indemnified Party shall promptly notify the indemnifying Party of any claim and provide reasonable cooperation in its defense at the indemnifying Party's expense.
D. Neither Party shall settle any claim imposing liability or obligations on the other Party without that Party's prior written consent, such consent not to be unreasonably withheld or delayed.
E. Poulpharm's obligations under Clause B shall remain subject to the limitations set out in Article 12.

12. LIMITATION OF LIABILITY

A. To the fullest extent permitted by law, Poulpharm's total aggregate liability arising out of or relating to any Product, Service or Quotation shall not exceed the total amount actually paid by the Customer under the relevant Quotation during the twelve (12) months preceding the event giving rise to the claim.
B. Poulpharm shall not be liable for any indirect, consequential, incidental, exemplary or special damages, including loss of profit, loss of revenue, loss of business opportunity, loss of production, loss of goodwill, loss of anticipated savings, loss of contracts, loss of data or third-party claims.
C. Poulpharm shall have no liability whatsoever arising from Customer Materials, information, instructions or data supplied by the Customer, the Customer's failure to provide complete, accurate or timely information, contamination, defects, inaccuracies or non-compliance in Customer Materials; or the Customer's use, interpretation, reliance upon, modification, combination, research, development, manufacture, regulatory approval, commercialization, distribution or other exploitation of Products, biological materials or Deliverables.
D. Nothing in these T&C excludes or limits liability to the extent prohibited by applicable law.

13. TERM AND TERMINATION

A. The agreement shall enter into force upon acceptance of the Quotation and shall remain in effect until completion of the Services unless terminated earlier in accordance with this Article.
B. Either Party may terminate the agreement upon written notice if the other Party commits a material breach and fails to remedy such breach within thirty (30) days after receipt of written notice specifying the breach.
C. Poulpharm may immediately suspend or terminate the agreement in the event of non-payment, insolvency, suspected unlawful activity, regulatory concerns, safety concerns or material breach by the Customer.
D. Upon termination, the Customer shall pay all fees accrued, Services performed, Deliverables generated and non-cancellable commitments incurred by Poulpharm up to the effective date of termination.
E. Termination shall not affect any rights, remedies or obligations accrued prior to termination.

14. NON-SOLICITATION

A. During the term of the agreement and for twelve (12) months thereafter, the Customer shall not directly or indirectly solicit, recruit, employ or engage any employee, consultant or contractor of Poulpharm who was materially involved in the performance of the Services without Poulpharm's prior written consent.
B. In the event of breach of this Article, the Customer shall pay Poulpharm liquidated damages equal to twelve (12) months of the relevant individual's gross annual remuneration, without prejudice to Poulpharm's right to claim higher proven damages.

15. FORCE MAJEURE

A. Neither Party shall be liable for any delay or failure to perform its obligations, other than payment obligations, where such delay or failure results from circumstances beyond its reasonable control, including acts of God, epidemics, pandemics, disease outbreaks, governmental actions, war, terrorism, civil unrest, labor disputes, shortages of biological materials, transport disruptions, cyberattacks, utility failures or natural disasters.
B. The affected Party shall notify the other Party immediately after becoming aware of the relevant event.
C. The affected obligations shall be suspended for the duration of the Force Majeure event.

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D. If the Force Majeure event continues for more than sixty (60) consecutive days, either Party may terminate the affected agreement upon written notice.

16. COMPLIANCE AND DATA PROTECTION

A. Each Party shall comply with all applicable laws, regulations and governmental requirements relating to its activities under the agreement.
B. The Customer shall be solely responsible for obtaining any approvals, permits, registrations, licenses, authorizations or regulatory clearances required for its intended use, research, development, manufacture, regulatory approval, commercialization, distribution or other exploitation of Products, biological materials, Services or Deliverables.
C. Each Party shall comply with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).
D. Where required by law, the Parties shall enter into a separate data processing agreement governing the processing of personal data.

17. NOTICES

A. Any notice required or permitted under these T&C shall be made in writing and delivered by email, courier, registered mail or other written means capable of evidencing receipt.
B. Notices shall be sent to the contact details specified in the Quotation or to such other address as a Party may designate in writing.
C. Notices shall be deemed received on the date of actual delivery or transmission, provided that no error message or delivery failure notification is received.

18. GENERAL PROVISIONS

A. Electronic communications, PDF documents, scanned signatures and electronic acceptances shall have the same legal effect as original signed documents.
B. No failure or delay by either Party in exercising any right shall constitute a waiver of that right.
C. If any provision of these T&C is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
D. The Customer may not assign, transfer or subcontract its rights or obligations without Poulpharm's prior written consent. Poulpharm may assign the agreement to an affiliate or successor entity.
E. The Quotation and these T&C constitute the entire agreement between the Parties and supersede all prior discussions, negotiations, proposals and communications relating to their subject matter.
F. No amendment to the agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties.
G. Articles relating to payment, confidentiality, intellectual property, indemnification, limitation of liability, dispute resolution and any other provisions intended by their nature to survive termination shall survive termination or expiration of the agreement.

19. GOVERNING LAW AND JURISDICTION

A. These T&C and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of Belgium, excluding its conflict of law rules.
B. The courts of Kortrijk, Belgium shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with the Quotation, the Products, the Services or these T&C.

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