

General Terms and Conditions

Issued: 01 June 2023

1. **General**
 - a. These General Terms and Conditions apply to any relationship between Onnes Technologies B.V. (“**Onnes Technologies**”), filed with the Dutch Chamber of Commerce under registration number 73146064, and any ordering party (the “**Customer**”).
 - b. Any general purchase conditions of the Customer or conditions differing from these General Terms and Conditions shall not be applicable, except in cases where there has been an explicit written consent between Onnes Technologies and the Customer as to their applicability.
 - c. The entirety of all agreements, conditions, and considerations between Onnes Technologies and the Customer relating to execution of this agreement is contained herein (“**Conditions**”), unless explicitly agreed otherwise.
2. **Offer, Quotations and Order Contracts**
 - a. Onnes Technologies' offers including these Conditions (“**Quote**”) are considered without obligation, nonbinding unless the order confirmation explicitly states otherwise. Based on these General Terms and Conditions, orders placed with Onnes Technologies will be deemed accepted only when they have been confirmed in writing by Onnes Technologies or when Onnes Technologies has initiated the fulfillment of the contractual obligations or deliveries.
 - b. Supplementary agreements and modifications must be officially confirmed in writing by Onnes Technologies.
 - c. Any quote made by Onnes Technologies is open for acceptance for 30 calendar days from its date of issuance, unless specified otherwise or withdrawn. Customer shall accept the Quote in writing.
 - d. Upon acceptance of the Quote in writing, customer cannot cancel or change it without Onnes Technologies written consent.
 - e. Customer may only accept a Quote in its entirety. A deviating acceptance is deemed to be a new offer from customer and a rejection of the original Quote, to which Onnes Technologies can no longer be held.
 - f. A Quote does not automatically apply to any future potential orders of Products or provision of Services.
 - g. Documentation relating to offers such as pictures, drawings, as well as weight and measure specifications are only approximations unless they are expressly specified as binding.
 - h. Quotations, drawings, and other documentation remain the exclusive physical and intellectual property of Onnes Technologies and should not be disclosed to third parties. If the Customer's plans are designated as confidential, Onnes Technologies commits to obtaining the Customer's explicit consent before sharing such plans with any third party.
 - i. In case of a contradiction, discrepancy or ambiguity between Quote and the Terms and Conditions described in this document, the conditions as defined in the Quote shall prevail.
3. **Pricing**
 - a. Unless otherwise provided in the order confirmation, the prices are Ex Works (EXW per Incoterms 2020), The customer is responsible for paying any and all freight costs, packaging costs, public charges (including withholding tax) and customs duties.
 - b. Prices do not include Value Added Tax (“VAT”). The VAT shall be itemized separately on the bill at the rate in effect on the billing date.
 - c. Orders which do not explicitly specify prices are calculated based on the list prices valid on the day of delivery.
 - d. Prices not including customs fees are subject to timely presentation of a customs waiver and approval by the customs agency.
4. **Payment Conditions**
 - a. Unless otherwise stated in Onnes Technologies' order acknowledgement, payment is due upon receipt of the goods and invoice.
 - b. Payments will be deemed received only when Onnes Technologies has actual access to the corresponding funds.
 - c. The payment term shall be 30 days after invoice date, unless specified otherwise.
 - d. Unless agreed otherwise, the customer shall pay the amount due in euros on the bank account specified by Onnes Technologies on the invoice.
 - e. If the Customer fails to make any payments within 30 days from the invoice date or the specified payment notice date, they will automatically be considered in default. Onnes Technologies may, at its discretion, declare default earlier by issuing a reminder after the due date. Furthermore, if it is agreed that the sales price is due on a specific date and the Customer fails to make the payment by that date, they will also be considered in default. Invoices are payable without any discounts.
 - f. In case of total or partial late payment of the Product delivered on the day of delivery, customer shall pay to Onnes Technologies an overdue payment penalty equal to the statutory maximum interest (*wettelijke handelsrente*) rate chargeable in the Netherlands.
 - g. Unless the Customer's counterclaims are legally ascertained, the Customer has no right to withhold any payments or charge payments against counterclaims.
 - h. Customer shall reimburse Onnes Technologies with extrajudicial collection costs made by Onnes Technologies with respect to the collection of customers' debt. Extrajudicial collection costs are calculated on the basis of the generally accepted debt collection rates in the Netherlands. The payable debt collection costs are subject to (statutory) interest rates.
 - i. Delivery of open orders may be contingent upon timely payment of the amounts due. If Onnes Technologies becomes aware of any circumstances that raise doubts about the Customer's creditworthiness after entering into a contract, Onnes Technologies has the right to withdraw from the contract and/or demand immediate payment for or the immediate release of products already delivered, without considering any due dates.
5. **Delivery Time**
 - a. All delivery dates are non-binding unless otherwise agreed by both parties in writing. Onnes Technologies reserves the right to deliver earlier than the agreed date.
 - b. The delivery time starts from the date of the order confirmation, provided that the Customer has submitted all required documentation, such as permits and releases, and after the receipt of any agreed prepayment.
 - c. The delivery time will be considered met if the ordered products have left the factory or if the Customer has been notified that the products are ready for shipment by the agreed delivery due date.
 - d. The delivery time may be extended appropriately in the event of labor disputes, including strikes and lockouts, as well as unforeseen events beyond the control of Onnes Technologies, provided that these hindrances significantly affect the completion or delivery of the ordered products. The same applies if such circumstances arise at Onnes Technologies' suppliers. Onnes Technologies shall not be held liable for such circumstances if they occur during an existing delivery delay. In important cases, Onnes Technologies will promptly inform the Customer about the start and end of these hindrances.
 - e. If there is a delay caused by Onnes Technologies and after setting an additional period of four weeks for fulfillment, the Customer has the option to terminate the contract. In cases where the Customer has suffered damages due to a delay caused by Onnes Technologies, they may claim delay

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damages, excluding any further claims. The delay damages amount to 0.5% per week of the delay, but shall not exceed five percent of the value of the affected portion of the total order, which could not be used or fulfilled in a timely manner. These limitations apply only in cases of simple negligence. Onnes Technologies is not liable for damages that would have occurred even with a timely delivery.

- f. If the shipment is delayed at the request of the Customer, storage costs will be incurred at the Onnes Technologies factory. These costs amount to at least 0.5% of the invoiced amount per month, starting one month after the notification of readiness for shipment. If the Customer does not take action after being notified of an appropriate waiting period, Onnes Technologies is entitled to exercise its discretion to dispose of the ordered products and deliver them to the Customer at an extended delivery time.
- g. Onnes Technologies is able to meet the delivery time only if the Customer fulfills its obligations under the respective contract.

6. Risk of loss

- a. The Customer shall assume all risk of loss or damage upon delivery of the goods to the carrier or as soon as the goods have left Onnes Technologies' warehouse for shipment. This holds true even if the shipment is effected in Onnes Technologies' vehicles or by the employees of Onnes Technologies. The choice of carrier lies with Onnes Technologies, unless otherwise agreed in writing by both parties.
- b. If the Customer delays shipment, all risk of loss shall pass to the Customer at the time when goods are ready for shipment.
- c. All shipments will be covered by Onnes Technologies' transport insurance. In the event of transport damage, all claims against the carrier or insurance company are assigned from Onnes Technologies to the Customer. All further claims cease to exist. The Customer shall report any transport damage immediately.

7. Reservation of Title

- a. Title and risk, and therefore control, shall pass to customer in accordance with the agreed Incoterms 2020 or similar standard delivery terms as agreed upon by parties.
- b. Onnes Technologies retains ownership of the products ordered until all outstanding payments have been received. This ownership also extends to any receivables from the Customer arising from other ongoing business relationships, up to the amount owed to Onnes Technologies based on the current purchase.
- c. The Customer has the right to sell or process the goods once payment has been made in full. Pledging or transferring security interests is prohibited.
- d. Onnes Technologies has the right to insure the products ordered against theft, breakage, fire, water, and other damages at the Customer's expense if the Customer cannot provide proof of appropriate insurance.
- e. The Customer is not allowed to burden the delivered products or transfer any rights to third parties as security, except for actions conducted in the normal course of business. Any dispositions that may harm the products still owned by Onnes Technologies are prohibited.
- f. The Customer is responsible for conducting necessary maintenance and inspection work in a timely manner and at its own expense.

8. Warranty and Product conditions

- a. Within 12 months after the assignment of risk, if any parts or components are found to be significantly impaired due to pre-existing circumstances such as faulty construction, defective materials, or manufacturing defects, Onnes Technologies will, at its reasonable discretion, repair or replace them. Immediate notification of such defects must be provided to Onnes Technologies. To maintain the right to replacement, the Customer must notify Onnes Technologies in writing within 10 days after delivery of any obvious defects or defects identified upon inspection after delivery.
- b. In case, Onnes Technologies fails to correct any defects after two attempts, the Customer has the option to either request a price reduction or terminate the contract.
- c. Any parts that are replaced will become the property of Onnes Technologies.
- d. Warranty coverage does not apply to damages caused by unsuitable or improper use, incorrect installation or startup by the Customer or a third party, normal wear and tear, improper or negligent handling, use of unsuitable materials or consumables, inadequate building provisions, unsuitable site conditions, or chemical, electro-chemical, or electrical influences, unless caused by Onnes Technologies.
- e. After notifying Onnes Technologies, the Customer must provide sufficient time and opportunity for Onnes Technologies to perform any necessary repairs and replacements as deemed reasonable by Onnes Technologies. Failure to do so releases Onnes Technologies from liability for any deficiencies. However, in cases where operational safety is at risk or to prevent significant damage (with immediate notification to Onnes Technologies), or if Onnes Technologies fails to address the defect, the Customer is entitled to remedy the defect themselves or engage third parties to do so. In such cases, the Customer may request reimbursement of the necessary costs from Onnes Technologies.
- f. Onnes Technologies shall be bound by guarantees only if they are explicitly designated as such in the specific contract, and the obligations of Onnes Technologies under the guarantee are explicitly outlined in the individual contract.
- g. Onnes Technologies is not liable for any defects in the event modifications or maintenance work is performed by or on behalf of the Customer or a third party which is unsuitable or done without prior permission of Onnes Technologies.
- h. The warranty shall terminate automatically and be of no force and effect if (i) customer uses, modifies, maintains or repairs the Product with other than Onnes Technologies-supplied parts, products or services designated by Onnes Technologies or by Onnes Technologies' authorized personnel, if (ii) customer opens the Product to inspect the inner works, without the written permission of Onnes Technologies, or if (iii) a defect is caused in whole or in part by accident, vandalism, abuse, wrongful act, neglect, failure to use proper operational and safety procedures, improper integration, installation, application or maintenance or any use of the Product(s) outside of Onnes Technologies approved parameters.

9. Liability

- a. The liability is applicable solely in the event of a breach of fundamental contractual obligations and is limited to monetary damages as defined in article 6:96 of the Dutch Civil Code, excluding any loss of profit and indirect damages. This limitation does not apply in case of loss of life, bodily harm and health damage.
- b. Inasmuch as the damages are covered by any insurance policy of Onnes Technologies, Onnes Technologies is only liable for additional damages suffered by the Customer in connection with the damages such as increased insurance premiums. No liability shall apply for damages caused by faulty products due to minor negligence.
- c. Liabilities relating to delivery delays are dealt with in their entirety in Article 5.
- d. In case the product cannot be used by the Customer as stipulated in the contract as a result of Onnes Technologies' faulty or failed execution or implementation of suggestions made and advice given before or after the conclusion of the contract, or as a result of the infringement of other contractual collateral obligations, the stipulations of sections 7 and 8 shall be valid accordingly, to the exclusion of further claims of the Customer.
- e. Irrespective of the legal reasoning used, Onnes Technologies shall only be liable for damage that has not occurred on the goods themselves
 - i. if the damage was done intentionally.
 - ii. in case of gross negligence of the owner / organs or executive personnel.
 - iii. in case of culpable injury of life, health and body.
 - iv. if defects were fraudulently concealed or their absence had been guaranteed.

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- v. for defects of the goods, in so far as Onnes Technologies is responsible for personal injuries and property damage of items used privately according to the Dutch Product Liability Law.
- 10. Force Majeure**
- In case of force majeure (*overmacht*), each Party may suspend any of its obligations under the agreement. Force majeure shall not relieve customer of any payment obligation.
 - If force majeure continues for more than three (3) months, the Parties will discuss whether and how an agreement between Parties can be continued.
 - Each Party shall inform the other Party (or parties) immediately, if an event of force majeure occurs.
- 11. Confidentiality**
- The Parties agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between the Parties in relation to the Products or Services.
 - Notwithstanding the above, upon completion of an order, Onnes Technologies shall have the right to reference the order for marketing purposes.
- 12. Intellectual Property**
- For the purpose of these Conditions “**Intellectual Property Rights**” means (i) copyrights, patents, know how, database rights and rights in trademarks, trade names, service marks, domain names, designs, models, trade secrets, techniques and instruments (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
 - Onnes Technologies exclusively owns and/or has access to all Intellectual Property Rights relating to Onnes Technologies’ Products and Services. Unless Onnes Technologies expressly states otherwise, the sale of Products to customer grants only a limited, nontransferable right under the Intellectual Property Rights to use Products exclusively for customer’s internal research purposes. No right to rent, lend, transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, customer will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the Products. Nothing in these Conditions limits Onnes Technologies’ ability to enforce the Intellectual Property Rights.
 - Customer shall not under any circumstances attempt, or knowingly cause or permit others to attempt to (i) reverse engineer any Product or portion thereof, (ii) disassemble any Product or portion thereof, including without limitation removing any components from their respective housings, or otherwise attempt to derive the structure or logic underlying any Product or portion thereof, (iii) copy, modify or make any reproduction of any Product or portion thereof in whole or in part through mechanical or other means, or (iv) use, inspect, decompile, decipher, decrypt, discover or analyze any Product or portion thereof other than solely as necessary for the exercise of customers rights under these Conditions.
- 13. Disposal of Goods**
- The Customer must observe Onnes Technologies’ Product-related information when disposing of the Products and must ensure that the Products are properly disposed of in accordance with the statutory provisions.
 - The Customer is obligated to dispose of the Products at its own expense.
- 14. Regulatory**
- The Product is designed “For Research Use Only”. Customer acknowledges that the Product has not been approved, cleared, or licensed by any regulatory entity whether foreign or domestic for any specific intended use, whether commercial, diagnostic or otherwise. Onnes Technologies intends that its Products will be used only in a lawful and ethical manner. Customer agrees to comply with all applicable laws, regulations, and ethical guidelines when using, maintaining, and disposing of the Product and the information generated from the use of the Product.
- 15. Export and Customs**
- Customer will comply with all export control regulations and will not export or re-export, either directly or indirectly, any Product or system incorporating such Product without first obtaining any required license or other approval from the appropriate host government, other applicable authorities, including but not limited to the U.S. Department of Commerce (or any other agency or department of the U.S. Government with appropriate authority), the Dutch Ministry of Foreign Affairs (*Ministerie van Buitenlandse Zaken*) and/or from Onnes Technologies when applicable. If the delivery of Products, Services and/or documentation becomes (1) subject to an export license, (2) restricted or even prohibited due to (changed) regulations, Onnes Technologies may suspend its obligations and even terminate the relevant order in all cases without incurring any liability towards customer.
- 16. Miscellaneous**
- Except as otherwise agreed in writing by Onnes Technologies and customer, these Conditions and the Quote constitute the entire agreement between the Parties with respect to its subject matter. All other agreements (whether written or oral) hereby lapse.
 - These Conditions may be revised or amended by Onnes Technologies. In such case, Onnes Technologies will send customer a set of the revised Conditions.
 - Customer shall not without the prior written consent of Onnes Technologies assign any of its rights or obligations under (i) a Quote, (ii) any agreement between customer and Onnes Technologies, or (iii) under these Conditions. Customer hereby grants its irrevocable and unconditional consent for the assignment by Onnes Technologies of all its rights and obligations under any agreement between Onnes Technologies and customer (including these Conditions) as part of an integral transfer of its activities to a third party.
 - If a provision under these Conditions shall not or no longer be valid or enforceable, any of such provisions shall be deemed to have been replaced by a valid and enforceable provision that is closest to the original provision in terms of purpose and scope.
 - If any agreement between Onnes Technologies and customer or these Conditions do not contain a full arrangement for a certain situation, the purpose of these Conditions shall prevail.
 - If Onnes Technologies does not always strictly enforce a right under any agreement between Onnes Technologies and customer and these Conditions, this shall not imply that Onnes Technologies would waive such right.
 - All notices required to be sent hereunder shall be in writing and a notice shall be deemed to have been given upon (i) the date sent by confirmed facsimile, (ii) on the date it was delivered by recognized express courier or by hand delivery, or (iii) if by certified mail return receipt requested, on the date received.
- 17. Disputes**
- These Conditions shall be governed by and construed in accordance with the laws of the Netherlands, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection to any agreement between Onnes Technologies and customer and/or these Conditions will be maintained by and are subject to the jurisdiction of the court of Amsterdam, the Netherlands which courts will have exclusive jurisdiction for such purposes. The United Nations Convention of Contracts for the International Sale of Goods shall not apply.

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