

## General Terms and Conditions of Prolytic GmbH

As of May 2017

1. Scope: The following terms and conditions shall apply to all quotations, deliveries and services by Prolytic GmbH. They form an integral part of all agreements between Prolytic GmbH and its respective contractual partners ("Customers") on the deliveries and services offered by Prolytic GmbH. They are also applicable to all future deliveries, services and quotations even if they are not expressly agreed upon. The terms and conditions of Customer (or third party) are not applicable even if Prolytic GmbH does not explicitly object to their applicability. If Prolytic GmbH makes reference to a letter, which contains the terms and conditions of the Customer or of a third party, this shall not be deemed as a consent to the applicability of such terms and conditions. Notwithstanding the foregoing, individual agreements in deviation from this terms and conditions can be agreed in writing between the Parties. Such individual agreements shall take precedence over these general terms and conditions.
2. Scope of the Services: The scope of the services to be provided by Prolytic GmbH shall be defined in the respective order (lab contract).
3. Ordering: All quotations by Prolytic GmbH are non-binding, if they are not explicitly marked as binding. Unless otherwise agreed, all orders have to be in writing. In case of any order not in writing, Customer will bear the risk that the order is lost in transmission or is not transmitted correctly. Oral declarations, confirmations or acceptances by the employees of Prolytic GmbH need to be followed by written confirmation. Only the written order confirmation by Prolytic GmbH is binding. Changes and additions to orders need to be in writing and are only binding if confirmed in writing by Prolytic GmbH.
4. Prices: The prices for the services by Prolytic GmbH are agreed upon in a written quotation. The offers are written based on the available information. In the event of a later deviation, Prolytic GmbH reserves the right to invoice the additional costs after consultation with the client. Price quotations by phone are non-binding. All prices are in Euro plus statutory value added tax (if applicable). If a period of more than 12 months lies between the acknowledgement of order and the delivery, then we reserve the right to alter the prices because of increases in wages and the prices of materials which have occurred meanwhile.
5. Payment: If the order value is more than 5000 Euro, Customer will pay 25% of the respective order value in advance when placing the order. After receipt of the draft version of the report by Customer the remaining amount will become due.  
If not explicitly agreed otherwise, invoices shall become due, without deduction, 30 days after receipt of the respective invoice by Customer. The date of receipt of the payment by Prolytic GmbH shall be authoritative for the timelines of the payment by the Customer. If

the Customer fails to pay an invoice within the aforementioned period, Prolytic GmbH has the right to charge default interests in the amount of 8% p.a. above the applicable base rate as of the expiry of such period. Prolytic GmbH reserves the right to claim higher damages. The right to offset with counterclaims by Customer or the withholding of payments against such claims is permitted only insofar as the counterclaims are undisputed, have been recognized by declaratory judgment or if the claim of Prolytic GmbH is in a relationship of mutuality with the counterclaim by Customer ("in einem Gegenseitigkeitsverhältnis mit der aufzurechnenden Forderung steht."). Prolytic GmbH may provide outstanding services only against advance payment or provision of a security, if Prolytic GmbH becomes aware of circumstances after the effective date of an agreement, which significantly diminish Customer's creditworthiness and jeopardize the payment of outstanding invoices by Customer.

6. Request for changes by Customer: One change to the draft report is included in the price agreed upon in the respective offer. Further changes are subject to additional charges by Prolytic GmbH. If Customer wants Prolytic GmbH to change the draft report, it shall notify Prolytic GmbH thereof within one month of receipt of the draft report. After such period, Prolytic GmbH is not obliged to make any changes to the draft report.
7. Time limits: As far as no time limits or deadlines for the provision of services were agreed upon when placing the order, Prolytic GmbH shall not be liable for the adherence to any time limits or deadlines. If the Parties agreed on a time limit, such time limit does not begin to run until the Customer has provided Prolytic GmbH with all necessary documents and has done everything necessary from his side for the provision of the services (e.g. procurement of approvals, samples, reference standards). As far as just and reasonable, Customer shall grant Prolytic GmbH a grace period of 4 weeks beginning with the end of the original time limit, even if Prolytic GmbH could not adhere to such time limit for reasons attributable to Prolytic GmbH.
8. Force Majeure: All events and circumstances which are beyond the reasonable control of the Parties including without limitation natural disasters, war, strikes, lack of raw material or energy, interference with operations and/or transit, fire, explosion, governmental decrees as well as any other cases of Force Majeure shall relieve the Party affected thereby from its obligations under this agreement to the extent of and for the period of such events and circumstances.
9. Delivery of samples; handling of remaining samples: Unless it is agreed that Prolytic GmbH collects the samples, the delivery of samples to Prolytic GmbH is at the cost and risk of Customer. Samples remaining after the provision of the services shall, as far as their condition allows it, be stored for up to 3 months after sample receipt without additional costs for Customer. Subject to an agreement with Customer, after the end of such storage period (i) Prolytic GmbH will continue to store the samples at the cost of Customer; or (ii)

Customer will collect such samples; or (iii) Prolytic GmbH will send the samples to Customer at the risk and cost of Customer; or (iv) Prolytic GmbH will destroy the samples at the risk and cost of Customer. Costs of disposal of samples shall be borne by Customer

10. Raw Data: Raw data that is not subject to a certain storage period will be stored by Prolytic GmbH for up to 12 months. Subject to an agreement with Customer, after the end of such storage period (i) Prolytic GmbH will continue to store the raw data at the cost of Customer; or (ii) Customer will collect such raw data; or (iii) Prolytic GmbH will send the raw data to Customer at the risk and cost of Customer; or (iv) Prolytic GmbH will destroy the raw data at the risk and cost of Customer. Costs of disposal of raw data shall be borne by Customer.

11. Defects: Prolytic GmbH will provide the services properly and with reasonable care. In case of defects, Prolytic GmbH will as Customer's sole remedy rectify the defect or if necessary, repeat the services free of charge. This shall be without prejudice to the right of Customer to reduce the price or withdraw from the agreement in case the supplementary performance by Prolytic GmbH fails. Defects recognizable upon reasonable inspection shall be notified by Customer to Prolytic GmbH within 14 days after receipt of the draft report. Any remaining defects shall be notified to Prolytic GmbH within 14 days after discovery of such defect. If Customer fails to notify Prolytic GmbH within the aforementioned periods, the services shall be deemed to be rendered properly and any claims because of defects are excluded. Claims because of defects shall lapse within 12 months after receipt of the draft report by Customer.

Prolytic GmbH shall have at least two attempts to rectify the defect. Claims because of defects are excluded if the defect is due to inaccurate or incomplete guidelines provided by Customer (e.g. facilities, equipment, information, auxiliary services).

12. Information on risks and hazards: The Customer will inform Prolytic GmbH before the provision of services on each and any known risks and hazards which might arise from its order.

13. Unauthorized termination: If the Customer cancels or terminates any order without being authorized to do so, Prolytic may charge Customer with 25% of the price agreed upon in the respective order. This shall not be applicable, if Customer can prove that Prolytic GmbH incurred less damage or no damage at all. Prolytic GmbH reserves the right to claim for higher damages in addition to such 25%.

14. Use of results: The results obtained during the services are only valid for the respective sample. Any further conclusions on the basis of the results are not admissible.

Customer will use the results, reports and assessments arising from the services for its own purposes only. Publication or reproduction for promotion purposes are subject to the prior written consent of Prolytic GmbH. The provisions of copyright law are applicable with respect to Prolytic GmbH.

15. Copyright: Subject to applicable law, Prolytic GmbH retains the rights of authorship with respect to the services and shall make available to Customer all results obtained during the provision of services and will not, without the consent of Customer, publish or make available such results to third parties. This does not apply when contrary legal requirements exist.

16. Inventions: Unless agreed otherwise, if during the provision of the services an invention is made, the following rules shall be applicable:

If the invention is usable solely in conjunction with the material provided by Customer, such invention shall be the sole property of Customer, unless such material is generally available on the market. The same shall apply, if development services are part of the order and the respective invention is within the scope of inventions typically made under such development services. If the value of such invention is not adequately considered in the price for the services, the Parties will agree on a remuneration common in the market for such inventions, but no lower than the statutory remuneration of Prolytic GmbH's employees under the German Employee Invention Act ("Arbeitnehmererfindungsgesetz").

All other inventions shall be the sole property of Prolytic GmbH. If Customer wants to obtain a license to such inventions, the Parties will enter into good faith negotiations on a non-exclusive license under normal market terms and conditions.

17. Liability: In case of property damages due to simple negligence on the part of Prolytic GmbH, Prolytic GmbH will only be liable in case of a breach of a substantial contractual obligation ("wesentliche Vertragspflicht"). Such liability shall be limited to damages foreseeable upon conclusion of the agreement and typical for this type of agreement, however, to no more than the amount recoverable under Prolytic GmbH's liability insurance. Substantial contractual obligations are obligations which characterize the agreement and on which the Customer may rely on. The coverage of Prolytic GmbH's insurance amounts to 3 Million Euro for personal injury and 3 Million Euro for property damage per occurrence, with an aggregate of 6 Million Euro per year. The Parties assume that such insurance coverage is sufficient to cover all damages foreseeable upon conclusion of the agreement and typical for this type of agreement. Customer will notify Prolytic GmbH immediately after becoming aware that such insurance coverage might not be sufficient to cover all damages foreseeable upon conclusion of the agreement and typical for this type of agreement. Prolytic GmbH is not liable for lack of commercial success, lost profits or other consequential damages. Nothing in this terms and conditions shall restrict Prolytic

GmbH's liability for gross negligence, willful misconduct, loss of life, bodily harm, damage to health or the breach of a substantial contractual obligation.

18. Termination: Orders can only be terminated for good reason, not for convenience.

In case of termination, Prolytic GmbH may charge Customer a part of the remuneration agreed in the respective order corresponding to the services performed until the effective date of termination. However, in case of a termination by Prolytic GmbH for reasons other than breach by Customer or in case of a termination by Customer due to a breach by Prolytic GmbH, Prolytic GmbH may only charge Customer to the extent that Prolytic GmbH's previous services are still of interest to Customer. Nevertheless, in this case Prolytic GmbH may charge Customer for its expenses for materials and labor, as far as such expenses are not compensated with the remuneration to be paid according to this Sec. 18. If Prolytic GmbH procured material specifically for the provision of services ordered by the Customer which cannot be used for orders of other customers, it may charge Customer with its expenses for the procurement and destruction thereof even if such material was not used during the provision of the Services, as far as such expenses are not compensated with the remuneration to be paid according to this Sec. 18.

19. Confidentiality: Neither Party shall use or make available to third parties the confidential information of the other Party ("disclosing Party") without disclosing Party's prior consent, provided, however that no consent of disclosing party is required, if (i) the disclosure to a third party is necessary for the provision of the services and (ii) the respective third party is bound by confidentiality obligations not less stringent than the terms of this terms and conditions; iii) disclosure is required for legal reasons. The duty of confidentiality shall not apply to such confidential information which receiving Party can prove (a) is already or subsequently becomes generally available to the public other than through any act or omission on the part of the receiving Party; or (b) was in the possession of the receiving Party prior to the start of the business relationship between Prolytic GmbH and Customer; or (c) was acquired by receiving Party from a third party who has the lawful right to make such disclosure; or (d) was independently developed by receiving Party. The Party which claims an exception to this confidentiality is required to substantiate this claim. The duty of confidentiality shall survive expiration and termination of the agreement.

20. Applicable Law; Jurisdiction: This Agreement shall be exclusively governed by the laws of Germany. The United Nations Conventions on Contracts for the International Sale Of Goods, shall not apply. Place of performance and place of jurisdiction shall be Frankfurt am Main, Germany.

21. Data Protection: The customer acknowledges that Prolytic GmbH stores data from the contractual relationship according to DSGVO Art. 6f for the purpose of data processing

and reserves the right to transfer the data according to DSGVO Art. 28 to third parties (e.g. insurance companies) as far as necessary for the fulfilment of the contract.

22. Severability: In the event of a provision of this Agreement being or becoming invalid, the validity of the other provisions shall not be affected. The Parties shall be obliged to replace the invalid provision by such provision which comes as close as possible to the original intention of the Parties.