

## **General Terms and Conditions of Bio<sup>M</sup> Biotech Cluster Development GmbH**

The contractual partners of Bio<sup>M</sup> Biotech Cluster Development GmbH shall hereinafter be referred to as **“Participants”**, **“Users”** or **“Customers”** and Bio<sup>M</sup> Biotech Cluster Development GmbH shall be referred to as **“Bio<sup>M</sup>”**. The Users and Bio<sup>M</sup> shall be referred to as the **“Contractual Parties”**.

### **Section 1: Scope of application**

1. These General Terms and Conditions shall apply exclusively to transactions with companies, bodies corporate under public law or special funds under public law for the purposes of section 310, para. 1 of the German Civil Code.
2. All deliveries, services and other legal representations shall be made on the basis of these General Terms and Conditions exclusively, which shall also apply to future business transactions, even if we do not inform the Customer of their applicability again.
3. Unless otherwise agreed upon in these General Terms and Conditions or in any individual agreement, all legal representations must be made at least in text form for the purposes of section 126b of the German Civil Code. Oral agreements shall not be effective. In particular, our employees are not entitled to make oral collateral agreements or covenants.
4. Any opposing or deviating general terms and conditions of our Customer shall not apply unless we confirmed their applicability in writing. The exclusive applicability of our General Terms and Conditions shall be deemed agreed upon in any case, even if we effect delivery or service without reservations despite being aware of the Customer’s opposing or deviating general terms and conditions.

### **Section 2: Offer or conclusion of contract**

1. Bio<sup>M</sup>’s offers are always subject to change and without engagement. This shall also apply to pricing information. The subject matter of an order is the agreed upon work or other service, not the result thereof.
2. The Customer may make registrations or place orders in writing, via fax or online.
3. With such order / registration, the Customer bindingly declares its desire to acquire the ordered service.
4. A contract becomes legally effective once confirmed in writing and/or once the relevant order is executed by Bio<sup>M</sup>.
5. Bio<sup>M</sup> shall be entitled to outsource the execution of an order in whole or in part to a third-party subcontractor without obtaining the Customer’s prior consent, however, Bio<sup>M</sup> shall remain directly liable to the Customer for such order.
6. Changes to the agreed scope of performance must be made in writing.

### **Section 3: Disclosed documents and confidentiality**

1. We reserve title and copyright to all documents we deliver to the Customer in connection with the order, such as calculations, drawings, concepts, etc. Such documents must not be disclosed to third parties without our express written consent. Should no contract be concluded, such documents must be returned to Bio<sup>M</sup> immediately.
2. Information brochures, training documents and other documentation are delivered to the Customer for the Customer's use and the Customer shall be granted a non-exclusive and non-transferable right of use thereto. Upon conclusion of the contract, the Customer accepts the applicable licence conditions. Training documents must not be reproduced in whole or in part without our prior written consent.
3. The word and design mark Bio<sup>M</sup> must not be used for commercial purposes without Bio<sup>M</sup>'s written consent.
4. For the exchange of confidential data and materials before and/or after conclusion of contract, the Parties shall sign a mutual non-disclosure agreement.

### **Section 4: Prices and terms of payment**

1. Unless otherwise stipulated in any individual contract, the participation fees or prices shall be stipulated in the current publications (printed or internet). The fees or purchase prices shall be paid immediately upon invoicing without any deductions by transfer to one of the stated accounts stating the invoice number. We reserve the right to issue partial invoices. No discount may be deducted unless specifically agreed upon in writing.
2. Bio<sup>M</sup> reserves the right to demand cash and/or cash in advance for events or other services.
3. All prices are stated net of applicable statutory VAT.
4. Additional fees incurring due to payment by cheque, money transfers to other countries or for other payment methods must be borne by the Customer / Participant.
5. Bio<sup>M</sup>'s prices for deliveries are stated ex works (EXW) exclusive of packaging and insurance and exclusive of applicable statutory VAT. Costs for packaging and transport shall be invoiced separately.
6. Bio<sup>M</sup> reserves the right to demand collection fees and/or default interest amounting to 5 % above the applicable base rate of the European Central Bank. We reserve the right to assert higher damage caused by such delay.

### **Section 5: Right of retention**

The Customer may only exercise its right of retention to the extent the Customer's counterclaim is based on the same contractual relationship.

## Section 6: Events (including conferences and trade fairs) and letting of rooms

### Events

1. Unless otherwise stated, registration for events shall be effected via an online registration tool.
2. Bio<sup>M</sup> shall acknowledge receipt of such registration in writing, e.g. via e-mail, within a reasonable period of time. However, such acknowledgement of receipt shall not be deemed a binding confirmation. After verification, the Participant shall receive a confirmation of participation and - unless the relevant event is a free event - an invoice. The contract shall be deemed concluded upon receipt of the confirmation of participation.
3. Bio<sup>M</sup> shall decide on the admission of Participants and exhibitors. Such admission may only be transferred to third parties together with all related rights and obligations upon Bio<sup>M</sup>'s written consent.
4. Unless otherwise stated, any rescission of a booked event must be made in writing no later than 14 days before the date of the relevant event. The date as postmarked or the date of receipt of the e-mail shall be decisive for compliance with this period of time. In case of a de-registration between the expiry of such time period and the 3<sup>rd</sup> working day before the event, 50 % of the participation fee shall become payable. In case of a later de-registration or non-appearance at the event or in case of early termination of participation, the full participation fee is to be paid.
5. To the extent Bio<sup>M</sup> makes reservations or other registrations with third parties in relation to the event, such reservations and/or registrations shall be binding upon the Participant. Bio<sup>M</sup> shall only act as an agent in this regard. Changes and/or cancellations must be made by the Participant, who shall also be obliged to bear any costs incurring as a result thereof.
6. Invoiced amounts for events include the costs for the participation and any stated additional services such as beverages, food and/or documents. Upon Bio<sup>M</sup>'s consent, an event may be divided among two or more participants so that every participant attends only part of the event. A registration of a part of any event is only possible if this is expressly provided for in the programme. Travel and accommodation costs are not included in the participation fee and must be borne by the participant.
7. Bio<sup>M</sup>'s events shall be conducted in accordance with the printed programme. Bio<sup>M</sup> reserves the right to change the programme to the extent such changes do not fundamentally change the objective of the event.
8. The Participant shall have no right to demand a certain lecturer or a certain location. The Participant shall not be entitled to receive compensation for unattended event days.
9. Bio<sup>M</sup> reserves the right to postpone, shorten or cancel an event for reasons not attributable to Bio<sup>M</sup>'s sphere of responsibility, such as force majeure, strikes, illness of a lecturer or if the required number of participants is not reached. Information of the Participants of postponement, shortening or cancellation of an event shall be sent to the address stated upon registration. Participation fees already paid shall be reimbursed in whole or in part, as applicable. Additional claims of the Participant, including without limitation claims for damages of any kind shall be excluded.
10. As a general rule, no advertising measures by Participants in conferences or workshops shall be allowed during the entire duration of the event.
11. Presentation areas are allocated to exhibitors on conferences or trade fairs. Exhibitors shall

have no right to demand a certain location. Bio<sup>M</sup> reserves the right to change presentation areas and/or to stipulate constructional limitations. Campaigns, advertising measures and the distribution of materials outside the allocated presentation area are subject to approval.

12. Bio<sup>M</sup> is entitled to take photos and/ or audiovisual recordings of the event during the meeting and use them for related purposes.
13. Bio<sup>M</sup> is entitled to generate a list of participants and make it available to the event's attendees.
14. The internal regulations of the event location shall be an integral part of the contract. The lessor and/or holder of rights of use shall be entitled to ban people from the building in justified cases.

#### Letting of rooms

15. Third-party companies and service providers may rent conference rooms in Bio<sup>M</sup>'s premises for their own events for certain periods of time.
16. The booking of such rooms and the statement of all required additional options must be made in writing. Bio<sup>M</sup>'s booking confirmation shall be in writing and such written booking confirmation shall be binding.
17. Letting shall be subject to availability. Bio<sup>M</sup> shall decide on the admission of third-party events. Such admission may only be transferred to third parties together with all related rights and obligations upon Bio<sup>M</sup>'s written consent.
18. Unless otherwise stated, any rescission of a booking must be made in writing no later than 14 days before the date of the relevant event. The date as postmarked or the date of receipt of the e-mail shall be decisive for compliance with this period of time. In case of a rescission between the expiry of such time period and 7 days before the event, 50 % of the agreed costs shall become payable. In case of a cancellation after this date, the full fee must be paid. Irrespective thereof, any services provided between the date of the binding booking and the cancellation are to be paid for in full, including for any third-party services ordered by Bio<sup>M</sup> which cannot be cancelled anymore.
19. The third-party organiser stipulated in the reservation shall be responsible for the contents and the due performance of the event. Bio<sup>M</sup> shall not be obliged to verify contents as to possible illegal or inadmissible components.
20. Irrespective of any faults, the third-party organiser stipulated in the reservation shall indemnify Bio<sup>M</sup> from any liability resulting from the event and shall cover any costs in relation thereto.
21. The current price list for third-party events is available on Bio<sup>M</sup>'s website or can be obtained from Bio<sup>M</sup>.

## Section 7: Bio<sup>M</sup> job market

1. The Bio<sup>M</sup> job market and all related services are generally available online 24/7. Any technical failures shall be remedied as soon as possible. Required interruptions, e.g. for repair or system maintenance shall be announced in advance whenever possible. The Customer shall be obliged to accept such required interruptions and any service limitations not caused by BioM and/or not caused by Bio<sup>M</sup>'s gross negligence and such required interruptions shall not justify any claims for refund or price reductions.
2. New postings shall be verified and published within one working day (Monday through Friday).
3. Bio<sup>M</sup> reserves the right to make technical changes to the extent required for publishing.
4. Bio<sup>M</sup> shall not be liable for any false, incomplete, obsolete or illegal data contained in the Customer's postings.

### Job postings

5. The job market is subject to costs for job offers and can only be used for the *Life Sciences* field. Bio<sup>M</sup> reserves the right to remove postings from other fields.
6. Each job posting must not contain more than one concrete job offer.
7. The Customer (offeror) prepares the job postings on Bio<sup>M</sup>'s websites, shall be fully responsible for their contents and completeness and shall grant BioM all rights required for publishing. Bio<sup>M</sup> shall not be obliged to verify contents or linked pages as to possible illegal or inadmissible components.
8. Irrespective of any faults, the Customer shall indemnify Bio<sup>M</sup> from any liability resulting from the publication of the postings and shall cover any costs in relation thereto.

## Section 8: Bio<sup>M</sup> Purchasing Scheme, Biobank Services and service portal of m<sup>4</sup> BioBank Alliance and of m<sup>4</sup> Trial Service Center

1. Services provided by the Bio<sup>M</sup> Purchasing Scheme, by the Biobank Services, by the m<sup>4</sup> Biobank Alliance and by the m<sup>4</sup> Trial Service Center via Bio<sup>M</sup> shall additionally be subject to separate business relationships stipulated in the relevant contracts of use or project agreements, which shall have priority.
2. The company / person entitled to use shall be the company / person whose name is stipulated in the contract exclusively. The right of use cannot be transferred.
3. Therefore, the User shall bear the risk of use for contracts of use of any kind, that means return or exchange is not possible unless use is rendered impossible for an unreasonable long period of time due to reasons attributable to Bio<sup>M</sup>'s sphere of responsibility.
4. A termination must be in writing in order to be effective. Regular or extraordinary terminations cannot be made with retroactive effect.

## **Section 9: Additional obligations to cooperate of the Customer**

1. The Customer shall be obliged to ensure that Bio<sup>M</sup> receives all documents, data and information free of charge and that Bio<sup>M</sup> is informed of all relevant processes and circumstances. This shall also apply to the documents, events and circumstances that only become known during the execution of the work by Bio<sup>M</sup>.
2. In addition, the Customer shall be obliged to ensure that the relevant infrastructure necessary for the execution of the projects is made available. This includes but is not limited to the free-of-charge access to all premises, installations (hardware, software, networks, etc.) to the extent necessary for the provision of the services.

## **Section 10: Public relations and promotion**

1. Bio<sup>M</sup> offers the opportunity to publish news, event announcements and promotion in the *Life Sciences* field (some of them against a fee), however, Bio<sup>M</sup> is not obliged to enable such publications.
2. The User / Customer shall be liable for the contents and correctness of the publication and any links contained therein and shall grant to Bio<sup>M</sup> all rights necessary for publication. Bio<sup>M</sup> shall not be obliged to verify contents or linked pages as to possible illegal or inadmissible contents.
3. The current price list for the publication of news, event announcements and promotion (print or online) is available on Bio<sup>M</sup>'s website or can be obtained from Bio<sup>M</sup>.

## **Section 11: Liability / Warranty**

1. Bio<sup>M</sup> shall execute the agreed deliveries and/or services with the usual due care and diligence. However, Bio<sup>M</sup> shall not assume any warranties. In particular, Bio<sup>M</sup> shall not warrant that the results of planned research activities based on deliveries and services will be utilizable and free from third-party rights. Bio<sup>M</sup> shall inform the Customer immediately if it obtains knowledge of any opposing property rights.
2. The Contractual Parties' liability
  - includes liability for any violation of material contractual obligations based on wilful intent and for negligence. The Parties' liability for negligence shall be limited to the amount of the order value. The liability for consequential damage and pecuniary damage (e.g. loss of profit) shall be excluded in case of negligence.
  - shall otherwise be limited to property damage and financial losses caused by wilful intent or gross negligence. The Parties' liability for negligence shall be limited to the amount of the order value. The liability for consequential damage and pecuniary damage (e.g. loss of profit) shall be excluded in case of negligence.

3. The limitations and exclusions of liability contained in para. 2 shall not apply to:
  - claims based on the Product Liability Act;
  - claims based on the fraudulent conduct of one of the contractual parties;
  - claims based on liability for guaranteed characteristics;
  - any damage resulting from any injury to life, limb or health.
4. Bio<sup>M</sup>'s websites are an industry portal for the dissemination of information. For terms of use, contents, links and data protection, please go to Imprint / Data Protection. You use the internet at your own risk.

### **Section 12: Data protection**

1. In the course of the initiation, conclusion, execution and rescission of contracts, Bio<sup>M</sup> shall collect, store and process data in accordance with statutory provisions.
2. The general terms of use and the data protection regulation applicable to Bio<sup>M</sup>'s website are published online at <http://www.bio-m.org/impressumdatenschutzagb.html>.

### **Section 13: Place of performance, place of jurisdiction, applicable law**

1. Place of performance and exclusive place of jurisdiction for any claims shall be the seat of Bio<sup>M</sup> for both contractual parties, unless otherwise stipulated in the order confirmation and to the extent the requirements stipulated in section 38 of the Code of Civil Procedure are fulfilled.
2. The contractual relationship and all legal relations resulting therefrom shall be exclusively subject to the law of the Federal Republic of Germany; the conflict of law provisions according to international private law and the UN Sales Convention (CISG) shall be excluded.
3. Should individual provisions of this contract be or become ineffective or contain a gap, this shall not affect the effectiveness of the remaining provisions of this contract. The Contractual Parties undertake to replace such ineffective provision with an effective one that comes as close as possible to the purpose of such ineffective provision and/or that closes the gap.

Please note: The terms and conditions of Bio<sup>M</sup> (Allgemeine Geschäftsbedingungen, AGB) are carefully translated into English. In case of any discrepancy between German AGB and English T&C, the German version shall have priority.