

General Terms and Conditions (AGB) – VelaLabs GmbH

1. GENERAL – SCOPE OF APPLICATION

1.1 These General Terms and Conditions (hereinafter referred to as “Terms and Conditions”) shall apply for VelaLabs GmbH (herewith VelaLabs), a member of the Tentamus Group GmbH.

1.2 The Terms and Conditions shall apply exclusively. We do not accept Clients’ conditions which are contrary to or deviate from our Terms and Conditions, as well as Clients’ conditions which are not regulated in these Terms and Conditions, unless we have explicitly consented in writing to their application. Our Terms and Conditions shall also apply if, despite being aware of Clients’ conditions which are contrary to or deviate from our Terms and Conditions or are not regulated in our Terms and Conditions, we provide services to Clients without reservation or if Clients refer to the application of their General Terms and Conditions in their enquiries or their orders.

1.3 All agreements that are made between Clients and VelaLabs for the purpose of executing a contract are made in writing in a contract and in these jointly applicable Terms and Conditions.

1.4 The Terms and Conditions shall only apply to an entrepreneur as defined in the Austrian Business Code (*Unternehmensgesetzbuch – UGB*).

1.5 Within the scope of ongoing business relations, these Terms and Conditions shall also apply to additional and follow-up orders.

1.6 These Terms and Conditions shall apply even in the absence of a separately executed written contract, provided the Client has requested Services from VelaLabs, or has accepted quotations, offers, or results issued by VelaLabs in any form. In such instances, the Client’s request or acceptance shall be deemed conclusive evidence of agreement to these Terms and Conditions.

2. SCOPE OF SERVICES – SERVICE PROVISION – SUBCONTRACTORS

2.1 We analyze and/or assess companies, products or other services provided by manufacturers, distributors and/or other service providers (hereinafter collectively referred to as “Clients”) on the basis of national or international rules and methods. Unless expressly agreed, we provide our services as a service and do not owe any particular success.

2.2 The agreed Services shall be provided in accordance with the contractual agreements, in line with the generally accepted rules of technology at the time the contract is concluded and in compliance with the relevant provisions at that time.

2.3 We shall be entitled to determine the method and/or the type of Service provision at our proper discretion, (a) unless agreed otherwise in writing and (b) unless mandatory provisions prescribe a specific method and/or type of Service provision.

2.4 Services are performed under the agreed GxP framework; method execution and reporting formats are confirmed during the project kickoff. Any change to scope, method, timelines, or deliverables beyond the agreed quotation constitutes either a Scope Change or Additional Work and is subject to Section 12.

2.5 Each order refers exclusively to defined samples or test materials provided by the Client or taken by us (hereinafter “Service”), with Services deemed completed upon issuance of the corresponding written Test Report, unless otherwise agreed. Test Reports reflect analytical results and professional evaluation of the submitted samples and test materials only and do not represent conclusions about entire production batches or systems.

2.6 We are entitled to engage affiliated companies or qualified subcontractors to perform Services in whole or in part. Subcontractors are selected based on qualification, competence, and, where applicable, GxP compliance requirements. Any appeal against this point must be supplied in writing at the time of commissioning.

2.7 Incoming samples are handled entirely under the Client’s responsibility and at the Client’s cost (including all risks of loss or damage in transit – DDP/DAP) until they are formally received and released by VelaLabs at our facility. Shipments organized by VelaLabs are charged at actual costs plus a 10% handling fee. Clients must complete the VelaLabs test material submission form for all submitted samples; the information provided therein is used for method execution and reporting. Any missing or incorrect information or instructions remain at the Client’s risk.

3. QUOTATIONS – CONCLUSION OF CONTRACTS

3.1 Our quotations are valid for a maximum of 20 days, and before their acceptance they are always subject to change unless otherwise stated.

3.2 Orders addressed to us are binding.

3.3 In the absence of a signed agreement (e.g. sales order, purchase order or other), the receipt of samples or test materials shall constitute an order governed solely by these Terms and Conditions. VelaLabs reserves the right to reject or modify such orders if, in its reasonable opinion, the samples or information provided are incomplete, inaccurate or unsuitable for the requested services.

3.4 Projects commence upon acceptance of the Quote (signature or purchase order, as applicable) and delivery of all necessary information and materials.

4. DUTIES AND OBLIGATIONS OF THE CLIENT TO PROVIDE ASSISTANCE AND TO COOPERATE

4.1 The Client is obliged to provide all the assistance and cooperation needed to provide the agreed Services without delay, free of charge, in full and correctly. In particular, the Client is obliged – in each case in accordance with the guidelines paraphrased above:

- to provide the required information, records, documentation, and data. This particular includes accurate safety/hazard information for all submitted samples.
- to grant or procure for our employees, auditors and agents insight into the required information, records, documentation and data and access to the goods, commercial premises, buildings, installations, means of transport or other organizational units owned by the Client.
- to provide specialist instruments needed for the execution of the order.
- to ensure secure working conditions for our employees, auditors, and agents, if these fall within the Client's sphere of influence.
- to ensure that any obstacles and interruptions to our Services are avoided or rectified.

4.2 The Client shall nominate one or more agents, who will support our employees, auditors, and agents in providing the contractually agreed Services and shall act as a point of contact to the Client.

4.3 According to section 377 of the Austrian Commercial Code the Client is obliged to notify VelaLabs of any defects in our Services in written form immediately when our Services have been provided. The Client must notify VelaLabs of any hidden defects in writing immediately when they have been detected.

4.4 The Client is solely responsible for obtaining, maintaining and, upon request, providing all licenses, permissions, consents and other rights required to VelaLabs for any cells, biological materials, substances, samples, datasets, software, databases or other third-party materials provided by the Client or specified for use in connection with the requested analyses and/or any deliverables. The Client shall ensure that such use does not infringe any third-party rights and shall indemnify and hold VelaLabs harmless from any claims, losses or liabilities arising from a breach of this obligation. If critical materials are unavailable from qualified suppliers, equivalent qualified materials may be used, client qualification documentation may be requested, or supplier qualification may be performed as a chargeable service. The foregoing applies in addition to the Client's general obligations to ensure rights clearance for all third-party materials supplied to VelaLabs.

5. TERMS, DEADLINES – FORCE MAJEURE

5.1 The agreed terms and deadlines for Services provided are based on estimates of the scope of work according to our tender specifications.

5.2 If terms and deadlines were agreed as binding, they shall not begin to run until the Client has duly fulfilled all its duties and obligations to provide assistance and cooperation in time. The defense of non-fulfilment of the contract remains reserved.

5.3 If the Client defaults or breaches other duties and obligations to provide assistance and cooperation culpably, we are entitled to demand reimbursement of any losses incurred in this respect including possible additional expenditure. Further claims remain unaffected hereby.

5.4 If non-compliance with a term or a deadline by VelaLabs is attributable to a case of Force Majeure, i.e. to an unforeseen event, over which we can exercise no influence and for which we are not responsible, (e.g. official measures and decrees (regardless of whether these are valid or not), fire, floods, storms, explosions or other natural disasters, mobilizations, wars, insurgency, industrial disputes including strikes and lock-outs, supply chain disruptions, pandemics and unavailability of materials required for laboratory operations), the agreed terms and deadlines will be extended or cancelled by the events causing the delay, if these impediments to our provision of Services can be proved to be of not merely insignificant influence. This is also the case if these circumstances occur during a default. Either party shall be entitled to give notice to the other party to terminate a contract with immediate effect, if any event of Force Majeure continues for a period of 90 days or more.

6. BILLING – REMUNERATION – DUE DATE – OFFSET – DETERIORATION IN THE FINANCIAL POSITION

6.1 If the type of remuneration (e.g. time involved, daily rates, flat rate etc.) is not set down in writing when the contract is concluded, billing will take place in accordance with the type of remuneration envisaged in our valid price list at the time the Service is provided. If no fee is agreed in writing at the time the contract is concluded, billing will take place at the prices laid down in our valid price list at the time the Service is provided.

6.2 Down payment / slot deposit. A 20% down payment on the operative order value (excluding materials) is invoiced at project start and is non-refundable in case of project termination. This also applies to partial terminations or scope reductions which may affect the total project value.

6.3 All invoice amounts are due for payment in full of the date the invoice is received, unless otherwise agreed in writing.

6.4 The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the date the invoice is issued.

6.5 Set-off against VelaLabs' claims by means of counter-claims of any kind is prohibited. The Client is not entitled to exercise a right of retention according to section 369 of the Austrian Commercial Code.

6.6 VelaLabs reserves the right to suspend the provision of Services and to withhold test results/reports in the event that any payment due from the Client remains outstanding beyond the agreed payment date. Interest shall accrue on all overdue amounts at a rate of 9.2% per annum above the base rate of the European Central Bank, calculated from the due date until the date of actual payment in full.

7. TEST REPORTS

7.1 All copyrights to the opinions, test results, calculations, presentations etc. prepared by VelaLabs as part of the Services provided to the Client (Analysis reports, GxP plans and GxP reports, certificates, hereinafter collectively referred to as "Test Reports") will remain within VelaLabs.

7.2 If the Client has a claim for restitution of the Test Reports, the Client may only use these Test Reports for the purpose for which they are destined according to the agreements. The Client may not change them in any way. Complete or partial publication including regulatory submissions to third-party agencies of the Test Reports requires our prior, written consent.

7.3 If there is a corresponding obligation in the respective contract, we shall store samples/test materials to the extent specified there and for the periods specified therein.

7.4. VelaLabs stores samples and test materials (cf. Section 2.4) for a maximum period of one (1) month after completion of our Services, provided they are suitable for continued storage, and unless otherwise agreed in writing or required by applicable law. Upon expiry of this period, VelaLabs is entitled to destroy or otherwise dispose of the test samples.

7.5 Storage of samples/test materials for defined storage purposes requires an accepted storage quotation. In the case of storage agreements without a fixed end date (annual storage services), such agreements shall automatically renew for successive twelve (12) month periods unless terminated in writing at least three (3) months prior to the end of the then-current term. VelaLabs reserves the right to adjust prices for renewal periods based on prevailing economic conditions or the Consumer Price Index (CPI 2020) or its successor index, as applicable.

7.6 Ownership to all deliverables, including but not limited to test reports and results, shall remain with VelaLabs and shall not pass to the Client until all sums due in respect of the Services have been received by VelaLabs in full.

8. LIMITATION OF POSSIBLE CLAIMS BASED ON DEFECTS

8.1 If the statutory preconditions for claims based on defects are met and these Terms and Conditions do not conflict with possible claims based on defects, claims based on defects will become time-barred one year from the start of the statutory limitation period.

9. LIABILITY

9.1 We shall be liable to pay compensation for damages and to reimburse futile expenditure in accordance with § 1295 of the ABGB (hereinafter referred to as "Compensation") on account of defects in our Services or on account of breaching other contractual or non-contractual duties, in particular, from unauthorised action, only in the case of intent or gross negligence. The above restriction on liability shall not apply to injuries to life, limb, or health, to the assumption of a guarantee or procurement risk, the breach of material contractual duties and in the case of liability under the Product Liability Act.

9.2 Compensation on account of breach of material contractual duties is limited to reimbursement of those losses, which we would have had to foresee as possible when the contract was concluded on the basis of circumstances discernible to us (typical contractual losses), unless intent or gross negligence is involved or we are liable on account of injury to life, limb or health or the assumption of a guarantee or a procurement risk.

9.3 In no event shall VelaLabs' aggregate liability arising out of or related to a contract (a) exceed ten times of the total amount of remuneration paid by Client to VelaLabs prior to the event giving rise to the claim, and (b) the total liability of VelaLabs to Client for any and all claims, in the aggregate, shall not exceed EUR 1,000,000 per annum.

9.4 Irrespective of the above Section 9.3, when determining the amount of the claims for damages against us, appropriate account in our favour is to be taken of our economic circumstances, the type, extent and duration of the business relationship, possible contributory causes and/or fault on the part of the Client. In particular, the payments of compensation, costs, and expenses that we are obliged to bear must be commensurate with the remuneration for our Services.

9.5 All restrictions on liability apply to the same extent for performing and vicarious agents.

9.6 Material contractual duties for the purposes of Sections 9.1 and 9.2 are those obligations whose fulfilment makes proper execution of the contract at all possible and on compliance with which the Client may rely.

9.7 VelaLabs shall not be liable for any indirect, consequential, or punitive damages, or damages in respect to third parties, including but not limited to loss of profit, loss of data, or loss of business opportunity, arising out of or in connection with the Services, except where liability cannot be excluded under applicable law.

9.8 VelaLabs is not liable for downstream regulatory consequences that arise from factors outside its analytical scope including but not limited to client's own product defects, improper sample handling, incomplete data.

10. DATA PRIVACY

10.1 In the course of the initiation, conclusion, processing and reversal of an order, personal data necessary for the fulfilment of the contract will be collected, stored and processed on the basis of Art. 6, Paragraph 1 lit.b GDPR.

10.2 Separate consent will be obtained for the use of personal data for further processing purposes

10.3 All technical and organisational measures necessary for the protection of personal data shall be taken.

10.4 In principle, personal data shall not be passed on to third parties unless the Client has consented to the passing on of data or we are entitled or obliged to pass on data due to statutory provisions, state authorities or court orders. In particular, this may include providing information for the purposes of criminal prosecution, averting danger and protecting ownership rights.

10.5 Insofar as we transfer personal data to external service providers (contract processors) for the performance of electronic processes, this contract processor is contractually obliged in accordance with Art. 28 GDPR and compliance with the contract is monitored.

10.6 Personal data of the Client shall only be processed and stored for the period necessary to achieve the purpose of processing or as required by law. If the processing purpose no longer applies or if a prescribed storage period expires, the personal data shall be routinely blocked or deleted in accordance with the statutory provisions.

10.7 The Client has the right, at any time and without charge, to request information regarding the personal data held by VelaLabs, as well as to obtain a copy of such data.

10.8 Additionally, the Client is entitled to request rectification of any inaccurate personal data relating to them.

10.9 Subject to applicable legal requirements, the Client may request the deletion or restriction of processing of their personal data stored by VelaLabs.

10.10 The Client has the right to receive their personal data in a structured, commonly used, and machine-readable format.

10.11 The Client is entitled to object to the processing of their personal data. Upon objection, processing will cease unless we can demonstrate compelling legitimate grounds for processing that override the interests, rights, and freedoms of the Client, or the processing is necessary for the establishment, exercise, or defense of legal claims.

10.12 The Client may withdraw their consent to the processing of personal data at any time, with effect for the future.

10.13 The Client has the right to lodge a complaint with the competent supervisory authority regarding VelaLabs processing of their personal data.

11. PLACE OF PERFORMANCE – PLACE OF JURISDICTION – APPLICABLE LAW

11.1 The registered office of our company in Vienna shall serve as the place of performance for all rights and obligations arising from VelaLabs' Services for both parties.

11.2 For any involved party the Terms and Conditions shall be governed by and construed in accordance with the laws of Austria excluding its conflicts of law provisions.

11.4 Any dispute shall be resolved in the competent court in Vienna. VelaLabs is also authorized to take action at the Client's registered office.

12. ADDITIONAL WORK AND CHANGE ORDERS

12.1 Any activities that are not expressly included in the agreed scope of Services shall constitute Additional Work. This includes, without limitation, extra process steps, OOS/OOE investigations, additional audits, raw data provision, supplementary documentation, or deviation

investigations, unless such activities are demonstrably caused by VelaLabs. Any such Additional Work requires a written Change Order prior to execution.

12.2 Additional Work shall be invoiced as Non-Analytical Work on a time and materials basis in accordance with the valid price list at the time the Services are rendered. Billing takes place in increments of thirty (30) minutes.

13. FORECASTS, MINIMUM COMMITMENTS AND CONSEQUENCES OF DEVIATIONS

13.1 The Client shall provide binding or semi-binding forecasts for expected sample quantities, submission timelines, and required analytical capacities. These forecasts constitute a material basis for VelaLabs' resource planning, capacity reservation, personnel allocation, and laboratory scheduling.

13.2 Forecasts confirmed by the Client shall be deemed minimum purchase commitments for the relevant forecasting period, unless otherwise expressly agreed in writing. VelaLabs shall allocate and reserve the corresponding analytical slots, laboratory resources, and staffing capacities exclusively for the Client.

13.3 If the Client fails to adhere to the confirmed forecasts—including, without limitation, delays, reduced sample quantities, or non-submission of samples—VelaLabs shall be entitled to compensation for reserved but unused capacities, standby periods, and any preparatory or planning activities performed. Unless otherwise agreed in writing, such compensation amounts to:

- a. 100% of already performed preparatory and qualification activities;
- b. 100% of the analytical costs for the booked slot if samples do not arrive during the allocated timeframe;
- c. up to 20% surcharge on future analyses in the event of recurring forecast deviations, to cover disproportionate planning expenditure and capacity disruptions.

13.4 In cases of significant or repeated deviations from forecasts, VelaLabs reserves the right to:

- a. adjust pricing due to increased operational uncertainty,
- b. revise previously agreed timelines,
- c. reallocate reserved capacities to other Clients, and/or
- d. require pre-payment or financial security for future orders.

13.5 The Client shall convert binding forecasts into corresponding sales orders within the timelines reasonably requested by VelaLabs. Failure to do so constitutes a delay in cooperation under Section 4 and may impact agreed timelines.

14. TERMINATION AND COMPENSATION

14.1 Either party may terminate this Agreement with immediate effect for cause if the other party commits a material breach of this Agreement and fails to remedy such breach within a reasonable period after written notice, or if circumstances arise which make continuation of the Agreement unreasonable for the terminating party. The termination shall be in writing and shall state the grounds for termination

14.2 In the event of termination, VelaLabs shall invoice all Services performed up to the termination date, including materials procured or committed. In addition, compensation is payable for planned, committed, and reserved resources and capacities as follows:

- a. for work planned \leq two (2) months ahead: 100% of the respective work package price;
- b. for work planned between two (2) and four (4) months ahead: 50%;
- c. for work planned more than four (4) months ahead: 20%.

These rules apply unless otherwise agreed in writing.

15. COMPLETION AND END OF PROJECT

15.1 A work package shall be deemed completed and payable upon issuance of the final invoice for that work package. Laboratory work and documentation may be invoiced separately; laboratory activities are payable upon completion even if related documentation is still in progress.

15.2 A project is deemed completed upon completion or cancellation of all quoted work packages.

16. ORDER OF PRECEDENCE

16.1 In the event of any inconsistency or conflict between contractual documents, the following order of precedence shall apply:

1. Master Service Agreement (MSA);
2. Quality Agreement (QAG);
3. CDA / NDA;
4. Quote;
5. these General Terms and Conditions.

If a topic is not regulated in any document of higher precedence, the provisions of these Terms and Conditions shall apply.

May 2026

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