GENERAL TERMS AND CONDITIONS (GTC)

of AniCon Labor GmbH, Muehlenstr. 13, 49685 Hoeltinghausen, Germany (as of April 2023)

1. Scope of Application

The following conditions apply to all contracts, orders, deliveries and other services, including development and consulting services, unless they are modified or excluded with the express consent of AniCon Labor GmbH (hereinafter referred to as "User"). Our conditions take precedence over deviating conditions of the contractual partner.

2. Type and Scope of Service; Placing of Order

Offers are always non-binding.

The type and scope of the services to be provided by the user depend on the order placed. The order must contain at least the following information before it can be accepted:

- Client, additional billing address if applicable
- Sample type, if applicable description and project
- Sampling container(s) clearly labeled
- Desired analysis parameters
- For vaccines: target species, number of animals, herd, veterinarian

Under the following preconditions, orders may be rejected due to technical or personnel shortages or forwarded to third party contract laboratories without consultation with the client:

a) In the case of methods being subject to accreditation by the user in accordance with DIN ISO 17025, the respective third-party contract laboratory must also be accredited for the object under examination and the method in question according to DIN EN ISO/IEC 17025.

(b) For inactivated autogenous vaccines, a subcontractor must also possess a manufacturing license sufficient to fulfil the contract.

In any case, the user reserves for himself the right to reject sample material that does not meet his acceptance criteria, to accept it only with reservation or to accept it only for non-accredited services.

3. Methodology

3a. Test methods

The user shall carry out the test in accordance with the test procedures and with the resources which correspond to the state-of-the-art in science and technology. Where possible, the test procedures shall be carried out in accordance with international, regional or national standards or other recognised specifications. If in individual cases no official test procedures are available or applicable, the user shall use own test procedures.

3b. Statements on the conformity of test results

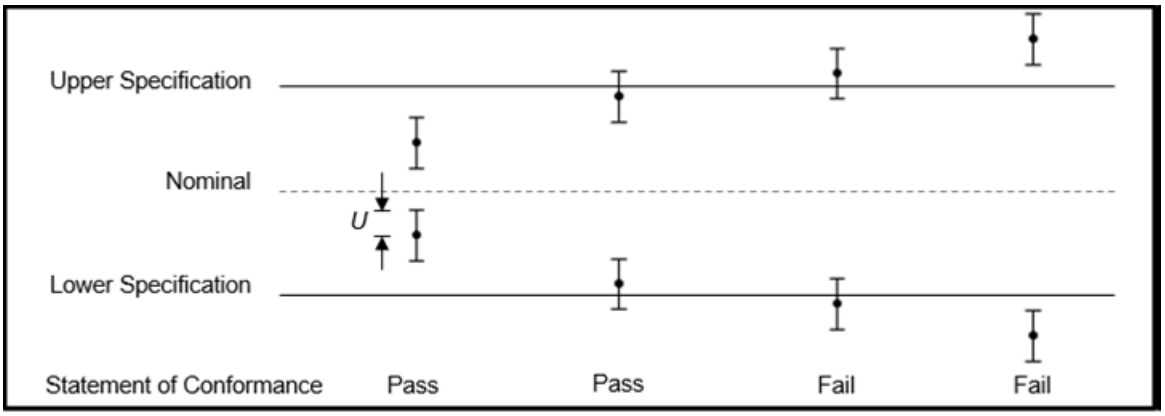
For statements of conformity (assessment) made to a specification or standard for testing, the basis of assessment applied is documented.

3c. Decision rule

Measurement uncertainties are not included in the test report, unless otherwise stated, and can be communicated at the customer's request. As in the example below, the binary decision rule (without safety band) is usually applied.

Binary compliance statements using simple acceptance are expressed as follows:

- Passed: The measured value is below the acceptance limit.
- Failed: The measured value is above the acceptance limit.



U = 95% expanded measurement uncertainty

Figure: graphical representation of a binary statement - simple acceptance

4. Quality Management

The user operates a quality management system in accordance with the principles of DIN EN ISO/IEC17025 and is accredited in accordance with this standard to the extent documented in the appendix to the accreditation certificate. Possible restrictions of sample acceptance according to Sec. 2 of these GTC are pointed out. Kylt® in-vitro diagnostic products are produced and marketed under ISO 9001 certification.

5 Delivery Periods

For routine examinations, the examination procedure shall start on the day of receipt of the sample, provided that the samples are received on working days during the regular opening hours and unless otherwise agreed.

Depending on the parameters to be determined, the deadline for reporting the findings shall be 1 to 15 working days. Extensive orders or development work may require longer delivery periods; in such cases the client shall be informed by the user.

The timeline for delivery of autogenous vaccines is 6-8 weeks after receipt of order and isolate. In the event of difficulties meeting that timeline, e.g. for methodical or technical reasons, the client will be informed immediately.

6. Ownership of Examination Material and Rights to Materials and Biological Data derived therefrom

All material, e.g. animals and swab samples, which is left to the user by clients for processing, shall become the property of the user. This includes pathogens and biological data such as nucleic acid or protein sequences obtained from the materials or pure isolates. Furthermore, the user shall be particularly entitled to carry out further examinations on the material at his own expense and risk as well as to exploit all knowledge gained therefrom.

7. Rights of the User; Disposal; Information Duties

The user shall be entitled to use the following knowledge and/or experience directly or indirectly for himself and/or third parties:

- knowledge and experience which the user already possessed when placing the order;
- knowledge and experience gained by the user during the execution of an order, although being not
- subject of the order, as well as
- calculation methods, program algorithms and examination methods developed in connection with the execution of the order, insofar as this development was not the direct objective of the order.

Accepting this, the client grants the user all rights of use being possibly necessary for this purpose, unlimited in time and space.

Swab samples, blood samples, eggs, hygiene environment samples and delivered animal or organ material shall usually be processed on the day of sample receipt and shall then - unless agreed otherwise- disposed of immediately in compliance with legal regulations. If samples that are containing special risks (e.g. highly infectious, potentially human pathogenic, explosive, highly toxic or radioactive samples) are handed over to the user, the client must point this out in writing and clearly label the samples.

8. Use of Inactivated Autogenous Vaccines

When using inactivated autogenous vaccines, the residual risk of intolerance, especially due to possible bacterial toxins or adjuvant side effects, can never be completely excluded. Clients using inactivated autogenous vaccines sourced from the user are therefore obliged to avoid damage by first testing the inactivated autogenous vaccine to exclude compatibility problems on a smaller number of animals before deciding on its use in the total livestock unit or in large numbers of animals supervised by the client.

9. Fees

The user's current price list shall apply. Unless otherwise agreed in individual contracts, Incoterms® 2010, EXW, Höltinghausen shall apply to all deliveries of goods.

10. Archiving of Examination Results and Delivered Material

The user shall archive all examination results including the underlying raw data for at least 2 years.

Veterinary diagnostic sample material delivered by the client will no longer be stored by the user after reporting of the findings. The storage period for food and feed samples delivered by the client is 2 weeks, for drinking water samples 2 days, calculated from the day following the reporting of the findings.

11. Confidentiality
The user undertakes to treat all data and information from the contractual relationship as confidential unless it is generally accessible or generally known.

12. Liability
Subject to his liabilities under the Product Liability Act ("Produkthaftungsgesetz"), the user shall be liable for damages resulting from injury to life, body or health, insofar as these are based on a negligent breach of duty by the user or an intentional or negligent breach of duty by a legal representative or a person employed in performing an obligation of the user. The liability of the user for other damages being based on a slightly negligent breach of duty by the user or on a slightly negligent breach of duty by a legal representative or a person employed in performing an obligation of the user shall be limited to 100 % of the agreed net remuneration of the associated order. For consequential damages, in particular for loss of profit, the user shall be liable in cases of slightly negligent breach of duty and subject to the above provisions only insofar as these are based on a breach of a main obligation of the user arising from the contractual relationship.

13. Complaints
Complaints by the client against a test result or a test report should be submitted to the user no later than one week after the test report has been submitted. Complaints will be answered in writing. After expiry of the aforementioned period there shall be no entitlement to an answer to the complaints.
Complaints concerning existing inactivated autogenous vaccines or information on adverse reactions observed after their use as well as complaints on Kylt® in-vitro diagnostic products must be reported to the user immediately.

14. Payment Terms
Invoices are payable within 15 days of issue to the bank account of the user indicated on the invoice unless otherwise stated.

15. Data Protection
The user draws attention to the fact that when placing an order, data, such as the address of the contractual partner, are stored in compliance with the data protection regulations, insofar as this is necessary for the execution of the order. Since all claims of the user are covered by credit insurance, the insurer resp. the user carries out a credit assessment which includes the storage of customer data. The client is entitled to access to personal data being stored for purposes of order processing and execution and being generated in accordance with the order.

16. Severability Clause
The invalidity of any clause of these General Terms and Conditions shall not affect the validity of the other provisions or the General Terms and Conditions as a whole. An invalid or void provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.

17. Place of Jurisdiction
All existing legal relationships between the client and the user shall be governed exclusively by German law without any reference norms of international private law and excluding UN sales law. Place of jurisdiction shall be Cloppenburg, Germany.