sophistolab

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General Terms and Conditions (GTCs)

## §1. Scope

These GTCs shall apply to all offers, services and deliveries made by Sophistolab AG (hereinafter "Sophistolab") to third parties (hereinafter "Customer"), unless the Contractual Parties have agreed otherwise in writing. When INCOTERMS® are used or referred to, the 2020 version as published by the International Chamber of Commerce shall apply. Should INCOTERMS® and the present GTCs contradict each other, the present GTCs shall take precedence.

The general terms and conditions of the Contractual Partner are hereby rejected.

## §2. Scope of services

The scope of the services to be provided shall be determined by Sophistolab's written order confirmation. If the Customer makes use of additional consulting services in connection with the purchase order (for example, advice on the selection of suitable antibodies), the compensation for these services shall be based on the compensation for project-specific additional expenses as per the order form.

The technical information provided to the Customer relates exclusively to the samples demonstrably delivered to Sophistolab and analysed.

In addition to providing laboratory services, Sophistolab organises training courses and workshops. These are conducted on site at Sophistolab or at the Customer's laboratory according to the Customer's individual needs and level of knowledge. Unless otherwise agreed, compensation for services in the context of training courses and workshops will be calculated on the basis of time expended. All activities and efforts for which Sophistolab spends time on the matter in question, in particular also preparatory work, literature studies, telephone calls as well as any travel time, etc., shall be invoiced. Unless the Parties have agreed otherwise, the hourly rate for these activities shall be CHF 160 plus VAT and expenses.

## §3. Obligations of the customer

Before the work is performed, the Customer shall draw Sophistolab's attention to any known hazards and risks that may exist in connection with fulfilment of the order. This applies in particular to samples that harbour special risks, such as infection risks, for example. In these cases, the Customer shall also undertake to label the samples concerned accordingly.

The Customer shall be responsible for providing the samples. Sophistolab shall not be obliged to verify the information provided by the Customer, but may rely on its accuracy and completeness.

The Customer shall be liable for any damage to property and/or personal injury that may result from a breach of its obligations.

## §4. Conclusion of the Contract

All offers made by Sophistolab are non-binding, unless the offer contains an obligation to the contrary. A valid contract is only concluded upon written order confirmation by Sophistolab, in which case an e-mail is sufficient to comply with the written form requirement. This shall also apply to verbal agreements. Changes and amendments to a placed order must be made in writing and shall be deemed to have been agreed only if they have been confirmed in writing by Sophistolab. Mere contact via the contact form on the Sophistolab website, by e-mail or phone call shall not constitute a contract.

## §5. Order processing

The staining methods and instructions or the Standard Operating Procedure ("SOP") developed by Sophistolab itself are the intellectual property of Sophistolab. Accordingly, the Customer shall have no right to disclosure or surrender. However, Sophistolab can provide the Customer with information on the methods and materials used upon request.

Sophistolab shall be authorised to call in auxiliary persons and substitutes for the completion of an order at its own discretion.

## §6. Change requests to the purchase order

If orders are amended by the Customer after the order has been placed and additional expenses are incurred as a result, Sophistolab shall be entitled to invoice these to the Customer at its usual rates.

## §7. Delivery

Delivery times and other deadlines are always given as a guide, to the best of our knowledge and without guarantee. However, the Parties may expressly agree fixed delivery dates and deadlines in writing.

An agreed processing period shall run from the time at which Sophistolab has all the materials required for processing available, the Customer has created all the necessary conditions or provided information and any due down payment has been received. If special materials/antibodies are required for the performance of analyses or similar orders, the delivery period shall commence at the earliest upon receipt of these goods by Sophistolab. The day of delivery is included in the calculation of the time limit if the sample was received and accepted by Sophistolab before 12 a.m. on the day in question.

For all orders with an explicitly agreed delivery deadline, the delivery deadline shall be deemed to have been met if the result has left the laboratory on the day on which the deadline ends. Sophistolab shall be entitled to process and ship deliveries in instalments.

Express orders (<5 working days) will be executed only following prior agreement and written confirmation by Sophistolab.

In the event of a delay in performance for which Sophistolab is responsible, the Customer shall be entitled to assert the rights arising therefrom after setting a reasonable grace period of at least 15 working days.

## §8. Rates & price changes

All prices stated by Sophistolab on the order form are subject to statutory value added tax. Individual offers are possible for larger purchase orders. Express orders can be subjected to a surcharge (at least CHF 200 or 15% of the order volume).

The Customer shall be responsible for the organisation and costs of transport, unless agreed otherwise by the Parties.

Sophistolab reserves the right to adjust its prices at any time (in particular in the event of an increase in the cost of materials, transport or personnel). This shall also apply to purchase orders already placed.

## §9. Materials & samples from the Customer

Delivery of the materials or samples shall be at the Customer's expense and risk. The Customer shall provide Sophistolab with all information necessary to perform the contractual services. In particular, this includes the number of samples, information on the sample origin (human or other species) as well as the services ordered per sample according to the order form. Control tissue, antibodies and other required materials shall also be provided by arrangement.

Sophistolab shall check the samples/materials provided by the Customer and report any deviations that can be detected at that time (e.g. incorrect/missing material, damage or material that cannot be used in the manufacture of the end product) before performing the work. Sophistolab shall assume no liability for the materials/samples provided by the Customer.

After providing the service, Sophistolab shall return the materials/samples at the Customer's request and at the expense and risk of the Customer. Unless otherwise instructed in writing by the Customer, Sophistolab shall be entitled to destroy the materials/samples at the Customer's expense 3 months after the order was placed. The Customer explicitly waives any right of retention.

## §10. Protocols

Sophistolab may optimise the staining protocols received from the Customer (histological staining, immunostaining, histochemical staining and in situ hybridisation) and also use these outside this Contractual Relationship for non-contractual orders. This shall also apply to new staining protocols established during the Contractual Relationship. Sophistolab shall be obliged to disclose the staining protocols applied to the Customer's samples to the Customer upon request at any time as well as after termination of this Contractual Relationship.

## §11. Warranty

Sophistolab shall undertake to perform the order diligently and properly. In the event of faults, the Customer shall be entitled to two attempts at rectification free of charge. If rectification is not possible, the Customer shall have the right to have the service provided again free of charge. If the new performance fails, the Customer shall have the option of reducing the price or cancelling the Contract.

Faults must be reported in writing within 3 calendar days of receipt of the processed order by means of a substantiated complaint

supported by photographs. If no complaint is made, or if it is made delayed or is insufficiently substantiated, the service provided shall be deemed to have been approved. No warranty is assumed for delayed or unsubstantiated complaints. No warranty claims also exist if the defective service was caused by faulty specifications (systems, equipment, information, ancillary services) or defective material provided by the Customer. The warranty period for any claims against Sophistolab shall in no case exceed 12 months from the date of performance.

## §12. Invoicing

All Sophistolab invoices are due for payment within 30 calendar days of the invoice date, unless a shorter payment period has been agreed. Sophistolab shall be entitled to request an advance payment at any time (i.e. even before the provision of the service). Discount and exchange charges shall be borne by the Customer and are payable immediately.

In case of doubt about the Customer's ability to pay, further collateral may be requested. The Customer automatically enters into default without any additional warning for invoices that are not paid by the due date. The default interest shall be 1% per month. If the Customer defaults on its payment obligation, Sophistolab shall be entitled to suspend its services for the Customer.

Customer payments shall be credited against the oldest debts first. Customers shall be informed of this by Sophistolab. If costs and interest have already been incurred, the payment shall first be credited against the costs, then the interest and finally the principal amount. The Customer shall not be entitled to defer the payment obligation and/or offset the receivables.

The Customer shall be invoiced for Sophistolab actions in relation to the enforcement of its payment claim at the standard hourly rates of the appointed persons.

## §13. Confidentiality & non-disclosure

The Parties shall both be obliged to utilise and make accessible to third parties any confidential information of the other Party that comes to their knowledge during the course of the Contractual Relationship only with the consent of the other Party. The obligation to non-disclosure shall apply beyond the termination of the Contractual Relationship.

Consent to disclosure to third parties shall not apply if the disclosure is necessary for fulfilment of the respective order and the third party is obliged to maintain confidentiality in the same manner as provided in these GTCs. The obligation to non-disclosure shall not apply if the respective information is already or becomes publicly known without this being based on a breach of a non-disclosure obligation; or if the respective information was already in possession of the receiving party before the start of the business relationship between Sophistolab and the Customer; or if the information was made accessible by a third party without a breach of a non-disclosure obligation; or if this information was developed by the receiving party independently of the cooperation between Sophistolab and the Customer or if this information must be made accessible to a third party for legal reasons. Also excluded from the duty of non-disclosure are the protocols mentioned under Section §10.

## §14. Communication

The Customer shall agree that Sophistolab may use electronic means without encryption to communicate with the Customer or with third parties. Communication and the exchange of documents via electronic means such as e-mail or Internet-based applications is associated with risks. In particular, there is a risk that third parties may gain knowledge of the content of communications, that such communications may be manipulated or corrupted, or that such communications may be misdirected, delayed or not received. Sophistolab shall not be liable for such risks.

## §15. Liability

Sophistolab shall execute the placed orders in accordance with the recognised state of the art in science and technology and shall employ the necessary aids and materials for this purpose.

Sophistolab shall be liable for gross negligence and wilful intent. There shall be no liability for a lack of economic success, loss of profit and other (indirect) damages. Any liability of Sophistolab shall be limited to the amount of the remuneration for the service respectively provided by Sophistolab.

## §16. Intellectual property

Sophistolab shall be entitled to the copyrights in connection with the services provided.

Should inventions arise in the course of fulfilment of the Contract, the following principles shall apply: if the invention can be used only with the material provided by the Customer, the Customer shall be entitled to the rights of the invention, unless the material in question is available on the market. The Customer shall also have title to the invention if the order includes development services and the invention does not extend beyond these development services. For inventions to which the Customer is entitled, Sophistolab shall be compensated for the invention at a customary market rate, insofar as this reasonable compensation has not already been settled by payment for any development services. All rights to other inventions shall remain with Sophistolab.

## §17. Termination

The Customer shall have the right to terminate the Contract with Sophistolab at any time. In such a case, the Customer shall owe Sophistolab compensation for all expenses incurred up to the cancellation, including personnel, material and transport costs.

## §18. Force majeure

All events and circumstances beyond the control of the Contractual Parties, such as natural disasters, war, labour disputes, shortages of raw materials and energy, traffic and operational disruptions, fire and explosion damage, official orders, plagues, pandemics, epidemics and infectious diseases and all other cases of force majeure shall release the affected Party from its obligations under this Contract for the duration of the disruption and to the extent of its effects. If such disruptions last longer than 30 days, Sophistolab shall be entitled to cancel the order without incurring any costs.

## §19. Retention of data

Sophistolab shall be entitled to destroy order-relevant information, analysis results as well as the raw data on which the orders are based within 30 calendar days of Sophistolab's providing the service without prior notice or consent from the Customer.

## §20. Place of jurisdiction & applicable law

The legal relationship between the Customer and Sophistolab shall be governed in all aspects by Swiss Law to the exclusion of conflict of laws rules such as the Vienna Sales Convention («CISG»). The courts at the registered office of Sophistolab in Switzerland shall have jurisdiction over all disputes arising from or in connection with this legal relationship.