

GENERAL TERMS AND CONDITIONS

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| Sophomer | Sophomer s.r.o., with registered address: Radiová 1285/7, 102 00 Prague 10, ID No.: 17828431 |
| Product | Sophomer F10 or other polymer manufactured by Sophomer |
| Product Documentation | Product is delivered with Safety Sheet, technical specification, Quality Control Certificate drafted in accordance with to Regulation (EC) No. 1907/2006 |
| Delivery and costs | Product will be sent to the Customer's address of choice. Sophomer assumes the risk of loss and damage to the Product until it is handed to a carrier (CPT, Incoterms® 2020). |
| Use | Product is not tested for use in food, drug, medical devices, or cosmetics, unless otherwise stated in Product Documentation. |
| Limited label use license | Customer is given a limited license to use Sophomer IP for its own internal research. |
| Intellectual Property | Sophomer retains all Intellectual Property rights in the Product or the Product Documentation unless agreed otherwise. |
| Defects | <p>The period for notifying visible defects is 10 days from delivery of Product.</p> <p>Sophomer shall in its sole discretion:</p> <ul style="list-style-type: none">– replace defective Product with Product of the correct quality and quantity;– return the price paid for the defective Product. |
| Warranty | <p>Warranty is given during the duration of expiration period stated in the Product Documentation or for 12 months.</p> <p>Sophomer does not provide warranty that the Product is fit for any specific use, purpose, or result.</p> |
| Payment | The payment shall be made 30 days after receipt of an invoice at the latest. The statutory interest rate applies to any late payments. |
| Termination due to late payment | Sophomer may terminate the Agreement if the Customer fails to pay any amount 2 weeks after receiving written request. |

1. Scope

- 1.1. Sophomer s.r.o., ID No.: 17828431, with registered offices at: Radiová 1285/7, Hostivař, 102 00 Praha 10 ("**Sophomer**") provides its customers ("**Customer**") with polymer manufactured by Sophomer, mainly SophoMer™ F10 ("**Product**") further specified in Product Documentation. "**Product Documentation**" means technical specification of the Product, Quality Control Certificate, Safety Data Sheet and other documents provided together with the Product to the Customer.
- 1.2. These general terms and conditions of sale ("**Terms**") shall apply to any purchase of Product made by the Customer. Terms together with Product Documentation, other Purchase Documents accompanying or referencing these Terms, comprise the entire agreement between Sophomer and Customer ("**Agreement**"). "**Purchase Document**" means any document provided by Sophomer throughout the purchase of the Product to the Customer, including but not limited to offers, quotations, invoices, limited use label license etc.
- 1.3. These Terms shall prevail over any Customer's terms and conditions. Sophomer does not accept any procurement terms of the Customer, or any other standard terms attached to the acceptance (see below) are hereby expressly refused and do not form part of the Agreement.
- 1.4. If the parties conclude a separate agreement, the terms of such agreement shall prevail to the extent they are inconsistent with these Terms.

2. Offer and Acceptance

- 2.1. The Sophomer shall submit to the Customer an offer ("**Offer**"). The Offer is valid for thirty days after its receipt by the Customer, unless otherwise specified in the Offer. The Offer shall contain the description of the Product, packaging size, price, delivery dates, terms and costs and contact persons.
- 2.2. The Agreement between Sophomer and Customer is concluded when Customer accepts the offer by delivering a written acceptance to Sophomer and Sophomer confirms the delivery of the acceptance.
- 2.3. Customer may not modify or cancel the Agreement without Sophomer's prior written consent. In case Sophomer incurs any costs, Customer shall cover such cost for modification or cancellation of the Agreement.

3. Delivery

- 3.1. Products shall be delivered to the Customer as described in the Offer. Any timelines contained in the Offer are estimates only and shall not give rise to claims against Sophomer. In case of any delay, Sophomer will inform the Customer in due time.
- 3.2. Unless otherwise agreed in writing, Products are shipped using Sophomer's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on in the Offer:
 - a) delivery of Products shall be made Carriage Paid To Customer's Ship-To Address (INCOTERMS® 2020),
 - b) freight costs shall be prepaid by Sophomer and added to the amount invoiced to Customer, and
 - c) title to Product shall pass to Customer upon its arrival at the Ship-To Address.

3.3. Sophomer may decide to make partial shipments of Product. Customer shall pay for the amount of Product shipped. Customer shall not be entitled to reimbursement for any additional costs due to the partial shipments of Product.

4. Use of Products

4.1. When testing, using, manufacturing or otherwise handling of Product, Customer shall comply with all instructions, Product Documentation made and Purchase Documents available by Sophomer.

4.2. Customer acknowledges that the Product is not tested for safety and use in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Product Documentation.

4.3. Sophomer hereby grants to Customer and Customer accepts right to:

- a) purchase the Product from Sophomer,
- b) resell and have resold, offer for sale, import and have imported the Product as a standalone,
- c) use and have the Product in research, development and manufacture of Customer's products,
- d) incorporate and have incorporated the Products into Customer's products,
- e) sell, have sold, distribute, have distributed, offer to sell, import and have imported Customer's products.

4.4. Customer is responsible for:

- a) obtaining any Intellectual Property rights related to the use of Product, if necessary,
- b) ensuring compliance with all applicable law requirements and generally accepted industry standards, and
- c) conducting all necessary testing and verification, including for fitness for the intended purpose of use by the Customer.

5. Intellectual Property

5.1. For Sophomer's Intellectual Property rights provided to the Customer, the following terms shall apply.

5.2. "Intellectual Property" means:

5.2.1. patents, improvements, inventions, rights to inventions, trade marks, service marks, registered designs, copyrights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above, and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, and

5.2.2. all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art,

combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs.

- 5.3. The Intellectual Property rights to the Product and Product Documentation ("**Sophomer IP**") are exclusively owned by Sophomer, its licensors and/or suppliers of Sophomer or its affiliates, and title to the Intellectual Property rights shall not pass to Customer or any other third party.
- 5.4. Limited label use license. Unless expressly agreed otherwise in a separate agreement, Sophomer only grants the Customer a limited license to use the Sophomer IP for Customer's internal research purposes. Customer has no express or implied authorization or a license from Sophomer to use such Sophomer IP for any other purposes, including, without limitation, to incorporate Sophomer IP in its own products, to use Sophomer IP in development of any products, or for any other commercial purposes.
- 5.5. Sophomer may provide additional commercial license if the Customer so requests.
- 5.6. Sophomer exclusively owns all Intellectual Property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for Sophomer, or jointly by Sophomer and Customer in relation to processes, designs and methods utilized in manufacture of any products using Product or Sophomer's Intellectual Property. Customer agrees to transfer and assign to Sophomer all right, title, and interest in and to any joint Intellectual Property.
- 5.7. Customer shall not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Product or the combination of the Product with any other product.
- 5.8. Neither party is entitled to use the proprietary name, logos, trademarks or other Intellectual Property of the other party for the purpose of advertising or other public presentation, whether in written or electronic form, unless expressly agreed otherwise.

6. Acceptance and defects

- 6.1. Customer shall inspect Product no later than ten (10) days after its delivery and notify Sophomer in writing of any defects in quality or quantity of the Product as opposed to the specification of the Product in the Offer and/or Product Documentation, including defects in packaging ("**Defective Product**"). In the notification, Customer shall include a brief description of Defective Product and the amount or specification of Defective Product. Sophomer is not responsible for any defect caused by transportation of Product or its improper storage or handling by Customer.
- 6.2. Sophomer reserves the right to inspect Defective Products. Customer shall return the Defective Product to Sophomer or provide further documentation of the Defective Product if necessary.
- 6.3. If Customer fails to notify Sophomer of any Defective Product in ten (10) days after the delivery of Product, the delivered Product will be deemed as accepted without any defects.
- 6.4. If notified in accordance with Section 6 and the Product is deemed as Defective Product by Sophomer, Sophomer shall, in its sole discretion, thirty (30) days from receiving the notification or Defective Product:
 - 6.4.1. replace such Defective Product with Product of the quality and quantity as stated in the Offer and Product Documentation at its own expense;
 - 6.4.2. return the price for such Defective Product or any part of to the Customer if already paid by the Customer.

7. Price and Payment

- 7.1. Customer shall purchase Product for the prices stated in the Offer, plus VAT if applicable at the time and place of delivery. If not included in the Offer, any ancillary costs such as costs for packaging, shipping, taxes or insurance expenses and customs duty must be remunerated separately by Customer, if not borne by the Customer directly. Sophomer shall invoice such additional costs on the Product invoice and clearly identify them separately on the invoice.
- 7.2. The Customer shall pay the invoices within thirty (30) days upon receipt to an account stipulated on the invoice. If the Customer does not raise any justified objections regarding the invoice within five (5) days from its receipt, such invoice shall be deemed accepted by the Customer.
- 7.3. All payments shall be done in the currency specified on the invoice.
- 7.4. In case of a late payment of any accepted amount by Customer, Customer shall pay annual interest corresponding to the rate of the repo rate set by the Czech National Bank for the first day of the calendar half-year in which the default occurred, increased by 8 percent.

8. Warranty

- 8.1. Sophomer warrants that Product will conform to the Product Documentation or any other Product specification made by Sophomer for the duration of the expiration period stated in the Product Documentation or 12 months, whichever is longer ("**Warranty Period**").
- 8.2. Except for the warranty set forth above, Sophomer makes no other warranty with respect to Product (including any uses thereof) or any other information that it provides, including:
 - 8.2.1. warranty of fitness for a particular purpose or result; or
 - 8.2.2. warranty of merchantability
 - 8.2.3. warranty against infringement of any rights of a third party, including intellectual property rights.
- 8.3. Any suggestions by Sophomer regarding the use or suitability of Product shall not be construed as a warranty.
- 8.4. The defects of the Product must be notified as soon as the defect arises or during the Warranty Period at the latest.
- 8.5. The warranty set forth in Section 8.1 shall not apply in if any defect is caused by improper transportation, storage or handling of the Product by the Customer.
- 8.6. Subject to the conditions set forth above in this Section, Sophomer shall, in its sole discretion:
 - 8.6.1. replace Products (or the defective part thereof) or
 - 8.6.2. return the price of such Product or the part thereof.
- 8.7. The remedies set forth herein shall be Customer's sole and exclusive remedy and Sophomer's entire liability for any breach of its warranty.

9. Returns

Customer shall not return Products without Sophomer's prior written consent. Sophomer reserves the right to inspect the Product at Customer's site and/or require disposal instead of return. All returns must be made in compliance with Sophomer's instructions and may be subject to additional charges. Title to returned Products shall transfer to Sophomer upon acceptance at the place designated by Sophomer.

10. Limitation of Liability and Indemnification

- 10.1. Customer assumes all risk and liability for loss, damage or injury to persons or to property of Customer or others arising out of the transport, storage or use of Product, including infringement of any third-party rights resulting from Customer's specific use of Product.
- 10.2. Customer shall indemnify and hold Sophomer, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses:
 - 10.2.1. arising from or in connection with the transport, storage, sale or use of Product,
 - 10.2.2. resulting from Sophomer's breach of the Agreement, and/or
 - 10.2.3. arising from the negligence, recklessness or misconduct of Customer, its affiliates, or their respective agents, employees, partners or subcontractors.
- 10.3. Except as otherwise expressly provided herein, Sophomer shall not indemnify nor be liable to Customer or any person or entity for any claim, damage or loss arising out of the Product, including the sale, transport, storage, failure, use or distribution thereof.
- 10.4. In addition, Sophomer shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Customer to a third party. The total liability of Sophomer hereunder shall not exceed the total purchase price of Product.

11. Termination

- 11.1. In addition to any other remedies provided hereunder, Sophomer may immediately terminate the Agreement upon written notice in case Customer:
 - 11.1.1. fails to pay any amount within 2 weeks after the receipt of Sophomer written request;
 - 11.1.2. has not otherwise performed or complied with the Agreement in whole or in part; or
 - 11.1.3. becomes insolvent, files a petition for bankruptcy or commences or has commenced against proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Confidential Information

- 12.1. The Parties agree to keep confidential any non-public or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Sophomer to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Customer for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless given a prior written

consent by Sophomer. Upon request, Customer shall promptly return or destroy any documents and other materials received from Sophomer.

12.2. Notwithstanding any other provision of this Agreement, following information shall not be confidential:

- a) information within the public domain prior to its disclosure;
- b) information known to the Customer at the time of disclosure; or
- c) information rightfully obtained by Customer on a non-confidential basis from a third party.

13. Force Majeure

If the performance by a party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of the Agreement because of that delay in performance. However, if the delay in performance lasts more than 3 months, the other party may terminate the Agreement with immediate effect by giving written notice to the party whose performance is delayed or prevented.

14. Miscellaneous

- 14.1. These Terms governs the contractual relationship of the parties in relation to the purchase of Product solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Agreement shall be agreed upon in writing. Any general terms and conditions of the Customer are excluded.
- 14.2. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). Any legal proceedings arising out of or relating to the Agreement shall be instituted in courts located in the Czech Republic. The territorial jurisdiction of the Czech court shall be determined based on the registered office of Sophomer.
- 14.3. Should one or more of the provisions contained in the Agreement be held invalid, illegal or unenforceable by a court or tribunal with jurisdiction to do so, then the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affect the parties' substantive rights. In such instance, the parties will use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.
- 14.4. The relationship of the parties is that of independent contractors, and nothing herein will be construed as establishing one party or any of its employees as the agent, legal representative, joint ventures, partner or employee of the other. Neither party will hold itself out as being the agent, legal representative, joint venturer, partner or employee of the other party or as having authority to represent or act for the other party in any capacity whatsoever.
- 14.5. These Terms governs the contractual relationship of the parties in relation to the purchase of Product solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Agreement shall be agreed upon in writing. Any general terms and conditions of the Customer are excluded.
- 14.6. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). Any legal suit, action, or proceeding arising out of or

relating to the Agreement shall be instituted in courts located in the Czech Republic, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The territorial jurisdiction of the Czech court shall be determined based on the registered office of Sophomer.

- 14.7. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing, including e-mail or other form of electronic communication.
- 14.8. Notwithstanding the termination of the Agreement, the following provisions: Sections 4, 5, 8, 10 12 shall remain in force.
- 14.9. The processing of personal data by Sophomer is governed by its Privacy Policy.