

## **GENERAL INFORMATION**

The following General Terms and Conditions of Procomcure Biotech GmbH (short "PCC"), FN 289033z, Breitwies 1, 5303 Thalgau, apply to all contracts and the content of those contracts that are services in the field of "NGS-Service" of PCC.

The General Terms and Conditions (short "GTC") are components of all contracts that PCC concludes with customers or contracting parties in this service area, are valid for all future deliveries and services and do not have to be agreed again separately.

With the placing of the order for the services described in the 1st clause of the GTCs, these General Terms and Conditions are considered as accepted.

### **1. SCOPE**

1. Deliveries and services in connection with laboratory procedures, scientific analyses and services are provided exclusively on the basis of these General Terms and Conditions (GTC). The GTC are part of all contracts concluded by PCC with the customers/contracting parties for the services offered. They also apply to all future deliveries and services for the customer, even if they are not separately agreed upon again.

2. Terms and conditions of the customer or third parties shall not apply, even if PCC does not object to them separately in individual cases or if the customer declares that they wish to conclude a contract only on its own terms.

### **2. OFFER AND CONCLUSION OF CONTRACT**

1. All offers of PCC are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.

2. The contract for the performance of laboratory analyses/laboratory procedures or other services is only concluded when a sample is received by PCC together with a test order and is

accepted by PCC or an order for services is received.

3. In case that no sample material is provided, PCC may charge flat-rate expenses, which will be announced in each individual case.

4. The publication of the GTC takes place on the PCC homepage.

5. Each contract is made exclusively between PCC and the client as well as other companies or resellers from the field of health and research as customers. A contractual relationship is only established between PCC and the client. Client's customers and customers of third parties are not included.

### **3. DUTY OF THE CONTRACTING PARTY TO PROVIDE INFORMATION**

The client undertakes to provide PCC in writing with information on all properties related to pathogenicity, in particular on known or suspected pathogens.

### **4. CONDITIONS OF SALE AND TIME**

1. The expected processing time of the laboratory sample/material characteristics or other services are 2-6 weeks. The delivery time is stated in the respective offer. Delivery times are non-binding, unless expressly agreed as fixed dates in individual contracts.

2. PCC is entitled to make partial deliveries of results and supplies.

3. PCC is entitled to subcontract parts of the services to external laboratories in accordance with the applicable quality guidelines.

### **5. PRICES, TERMS OF PAYMENT AND REMUNERATION**

1. The "price list" is for guidance and is not binding.

2. A payment is not considered done until it is credited to one of PCC's bank accounts.

3. As far as an invoice is not paid in due time, PCC shall be free to charge interest on arrears in accordance with the applicable statutory provisions.

## **6. RESULTS AND SAMPLE MATERIAL**

1. The content of the results depends on the respective quality policy and the respective offer. PCC agrees with clients to report the results in a simplified manner. The description of the applied procedure is omitted in the result, this can be requested.

2. All sample materials become the property of the PCC. All sample materials may be used for research purposes. If used, all human materials will be anonymized and other non-human materials will be made non-identifiable.

## **7. WARRANTY**

PCC guarantees within the legal provisions that the laboratory tests are carried out professionally in accordance with the applicable regulations, norms and standards. A guarantee for the correctness of the results is not assumed.

## **8. PROTECTION OF THE INTELLECTUAL PROPERTY OF PROCOMCURE BIOTECH GMBH AND PUBLICATION OF THE TECHNICAL RESULT/MENTION OF PROCOMCURE BIOTECH GMBH FOR ADVERTISING OR OTHER PURPOSES**

The client acknowledges the intellectual property of PCC with the respective acceptance of the offer of PCC or the placing of orders.

## **9. DISCLAIMER AND CONDITIONS OF LIABILITY**

PCC shall not be liable in the event of simple negligence, in particular in the event of processing, measurement and transmission errors, unless this involves a breach of material contractual obligations. In this case, PCC's liability to pay compensation for damage to property and

further financial losses resulting therefrom is limited to an amount equal to the value of the order.

The examination of a possible liability of PCC can only refer to the period in which the sample or the sample material in the prescribed or contractually agreed quality and quantity has demonstrably arrived at the agreed location/plant of PCC and has been officially demonstrably taken over by PCC.

## **10. HIGHER FORCE**

PCC is not liable for all events that are due to the circumstance of higher force.

## **11. DATA PROTECTION**

1. All data of results, analyses and samples are stored and processed by PCC in compliance with the General Data Protection Regulation (EU-DSGVO). The client/customer has the right at any time to free information, correction, blocking or deletion of his stored data, or to object in accordance with the provision of the EU Data Protection Regulation (EU-DSGVO) and the Austrian Data Protection Act (DSG).

The achievement of the corporate objectives of PCC includes, among other things (processing purpose):

- The creation and maintenance of the customer database.
- The preparation of test and inspection reports.
- Sending (by mail, email and/or webpages) information & further documents, scientific literature, invitations & newsletters, offers & related documents.

2. Data security: Personal data is protected by appropriate organizational and technical precautions. These precautions relate in particular to protection against unauthorized, unlawful or even accidental access, processing, loss, use and manipulation. Notwithstanding PCC's efforts and compliance with a reasonably high standard of

care at all times, it cannot be ruled out that information disclosed by customers via the Internet may be viewed and used by other persons. In case of information due to errors in data transmission not caused by PCC and/or unauthorized access by third parties (e.g. hack attack on an e-mail account or telephone, interception of faxes), no liability whatsoever is accepted. A transmission of data to third parties does not take place.

3. The preservation of data is based on the relevant legal provisions.

4. All test results are only sent to the client.

## **12. FINAL CLAUSES**

1. Should one of the clauses or individual contractual clauses be or become invalid, the validity of the remaining clauses shall remain unaffected. The invalid clause shall be replaced by a valid clause that comes as close as possible to the intention of the parties.

2. The written form is expressly agreed. Verbal agreements are invalid unless they have been demonstrably transmitted and confirmed in writing.

## **13. SERVICES (ESPECIALLY CONSULTING SERVICES)**

1. PCC provides services in various areas, including consulting services in the form of training, consulting, workshops.

2. Costs for materials will be invoiced separately by PCC on a case-by-case basis.

3. The organization of the premises, the catering as well as the room equipment will be taken over by the contracting party, unless expressly agreed otherwise in writing.

4. An hourly rate is agreed for this service in each case. For the arrival and departure time, half of the agreed hourly rate per person is charged in each case.

5. For distances greater than 150 km, arrival is usually the day before.

6. The hours / days reported by PCC are an estimate of the effort required. Invoicing is carried out at the end of the project or month according to actual expenditure; any additional hours required for the provision of services will be announced in good time and agreed with the contractual partner.

7. In case of postponement or cancellation of agreed trainings/workshops by the Contracting Party, PCC is entitled to assert the following cancellation conditions, unless otherwise agreed in the individual case:

7.1 No cancellation fees will be charged for cancellations made up to 4 weeks before the agreed date.

7.2 In case of cancellation 4 weeks or more before the agreed date, a cancellation fee of a cancellation fee of 100% of the training/workshop costs (net) will be charged.

7.3 Should PCC fail to fulfill its obligation to provide the services for reasons within the scope of PCC (in particular illness) or fail to provide an adequate substitute, the Contracting Party shall have no claim to performance and PCC shall have no claim to a fee. The Contracting Party may choose between postponement and cancellation free of charge.

8. The absence of individual participants is not a reason for a refund of seminar fees or honoraria.

9. No price reduction will be made in case of absence of individual participants.

10. Prevented participants are allowed to nominate a substitute participant.

11. Participation is at own risk. Each participant must exercise due care and follow the instructions of the trainer.

12. PCC has the right to unilaterally change dates of trainings/workshops. Participants are entitled to cancel the new date free of charge.

13. A confirmation for courses and trainings will only be issued if the conditions of participation are met, e.g. if the participant is present for 75% of the course time.

#### **14. PLACE OF PERFORMANCE AND JURISDICTION**

Unless otherwise agreed in writing in individual cases, the place of performance and jurisdiction shall be the respective place of business of PCC.