General Terms and Conditions of Business of Vaxxinova GmbH and Vaxxinova Autogenous Vaccines GmbH for the Production of Livestock-Specific (autogenous) Vaccines

1. Scope of Application, General Information

(1) These General Terms and Conditions of Business (hereafter referred to as: "**GTCs**") apply to all supplies and services provided by Vaxxinova GmbH and Vaxxinova Autogenous Vaccines GmbH (hereinafter referred to as: "**Manufacturer**") to the respective veterinarian or consignor (hereinafter referred to as: "**Customer**") for the production of livestock-specific (autogenous) vaccines (hereinafter referred to as: "**Contractual Products**") and for commissioning the provision of diagnostic services. These GTCs are an integral part of all contractual offers and acceptances and apply exclusively, unless individual provisions have been concluded. The content of such individual provisions shall always be governed by a written contract or the written confirmation of the Manufacturer. Insofar as the Manufacturer is to render services for the Customer which are not connected with the manufacture of the Contractual Products or the commission to provide diagnostic services, these GTCs shall not apply, but instead only the Manufacturer's General Terms and Conditions of Sale, Delivery and Service, which can be downloaded from www.vaxxinova.de.

(2) Contradictory, supplementary or deviating terms and conditions of the Customer are not recognised by the Manufacturer. They shall not become an integral part of the contract even if the Manufacturer executes the delivery or service without any specific reservation in the knowledge of these terms and conditions. At the time of the acceptance of the Contractual Products at the latest, the Customer accepts these GTCs without reservation, even if the Customer has objected to them previously. These GTCs shall also apply to all future deliveries, services or offers to the Customer with respect to the manufacture of the Contractual Products or the commissioning of diagnostic services, even if they are not agreed upon separately again.

(3) These GTCs shall apply only to entrepreneurs in accordance with Section 14 of the German Civil Code (*BGB*), legal entities under public law or special funds under public law within the meaning of Section 310, Paragraph 1 of the German Civil Code (*BGB*).

(4) Legally relevant declarations and notifications which are to be submitted to the Manufacturer by the Customer after the conclusion of the contract (e.g. the setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must always be made in writing in order to be valid.

(5) The sole purpose of references to the validity of legal regulations is clarification. Therefore, even without such clarification, the statutory provisions shall apply to the extent that they are not directly changed or expressly excluded in these GTCs.

2. Contract Conclusion

(1) All offers of the Manufacturer are subject to confirmation and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.

(2) The Customer's orders for goods shall be deemed to be a binding contractual offer. The corresponding order form of the Manufacturer is available at www.vaxxinova.de. telecommunicative transfer, especially by fax or email, is sufficient. Orders can be accepted by the Manufacturer within fourteen (14) days of receipt. In the absence of any specific agreement, a contract shall only come into existence upon written confirmation of the order by the Manufacturer. The scope of the supplies and services shall be exclusively based on the detailed information in the order confirmation. The contract for the manufacture of livestock-specific (autogenous) vaccines shall be based on the Customer's written confirmation on the aforementioned order form stating that a sufficiently effective, authorised or approved vaccine is not available for the disease process in the animal stock concerned. The validity of the contract is subject to the condition subsequent that such a vaccine is available.

(3) In deviation from the foregoing Section 2, Paragraph 2 of these GTCs, the following shall apply with regard to diagnostic services upstream of any production of livestock-specific (autogenous) vaccines: Submission of the materials for diagnostic purposes shall be regarded as a binding contract offer. If the Manufacturer does not expressly reject this contract offer within five (5)

working days of the receipt of the materials, the contract shall have become legally effective. The rejection of the contract offer by the Manufacturer can also be submitted by fax or email.

3. Prices, Shipping and Packaging Costs

(1) All prices are quoted in euros plus VAT. They apply to the scope of performance and delivery specified in the order confirmation. Any excess or short quantities of 10% of the order volume for technical production reasons shall be accepted by the Customer. Additional or special services shall be charged for separately.

(2) The Manufacturer shall decide on the dispatch type and company, unless otherwise agreed. Additional costs due to special requests of the Customer, e.g. expedited dispatch (fast shipment, express delivery), special services (e.g. Saturday delivery), transport insurance, shall be charged for separately.

4. Delivery, Default of Acceptance

(1) Delivery dates and deadlines are stated in the Manufacturer's order confirmation. The information always refers to the shipping date of the Contractual Products. However, compliance with the Manufacturer's delivery obligation requires that all actual and technical questions have been clarified and that the Customer has fulfilled all its obligations. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the Manufacturer is responsible for the delay. The Customer shall be informed immediately of foreseeable delays. On the other hand, delivery shall be made subject to the proper and timely supply by the Manufacturer's suppliers.

(2) The Manufacturer shall be entitled to make partial deliveries to a reasonable extent.

(3) The dispatch of the Contractual Products shall take place at the risk of the Customer and exclusively to the respective veterinarian. The risk of accidental loss and accidental deterioration of the Contractual Products shall pass to the transporter upon the transfer of the delivery item to be loaded (e.g. freight forwarder, carrier or the like) and to the Customer in the case of transport by the Manufacturer upon the start of the loading activities - but at the latest upon leaving the factory at the place of performance (Cuxhaven plant).

(4) The Manufacturer shall not be liable for any impossibility of delivery or for delays in delivery, insofar as these have been caused by force majeure or other events which were not foreseeable at the time of conclusion of the contract for which the Manufacturer is not responsible. Insofar as such events make it considerably more difficult or impossible for the Manufacturer to manufacture or deliver the Contractual Products and the hindrance is not only of a temporary nature, the Manufacturer shall be entitled to withdraw from the contract. In the event of temporary hindrances, the delivery or performance deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the Contractual Products as a result of the delay, the Customer may withdraw from the contract by making an immediate written declaration to the Manufacturer.

(5) If the Customer is in default of acceptance, fails to take any necessary action to cooperate or if delivery of the Contractual Products is delayed for other reasons for which the Customer is responsible, the Manufacturer shall be entitled to demand compensation for the resulting damage, including any additional expenses.

5. Application and Information Obligations

(1) The Contractual Products may only be used by the respective veterinarian or a person commissioned with such work by him/her.

(2) In the relationship between the Customer and the Manufacturer, it is the task of the Customer to monitor the Contractual Products delivered by the Manufacturer after they have been launched on the market (hereinafter referred to as: "**Product Monitoring Obligation**") and to react to any dangers or hazards. The Customer is obliged to inform the Manufacturer's Customer Service (Telephone: +49 (0)251 284 126 00; email: bestellung@vaxxinova.com) immediately of all errors, problems and/or dangers in connection with the Contractual Products delivered. Insofar

as damage or injuries are caused by an infringement of the Product Monitoring Obligation, the Customer shall be exclusively liable for this.

6. Terms of Payment

(1) Invoice amounts are to be paid within fourteen (14) days of the date of invoicing without any deductions, unless otherwise agreed in writing. The date of receipt by the Manufacturer shall be the deciding factor for calculating the date of payment. Payment by cheque shall be excluded, unless it is agreed separately in individual cases. The Customer shall be in default upon expiry of the aforementioned payment period. The purchase price shall bear interest during the period of delay at the applicable statutory default interest rate. The Manufacturer reserves the right to assert any further claims for loss or damage caused by delay.

(2) Any offsetting against counterclaims of the Customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally binding.

7. Material for the Preparation of Livestock-Specific Vaccines

(1) The Customer is responsible himself/herself for the sufficient quality and suitability of the material made available by him/her directly or via third parties (micro-organisms or organ material) for the manufacture of the Contractual Products, including appropriate packaging and transport until the time of receipt in the Manufacturer's laboratory.

(2) The Customer shall be obliged to ensure the usual and accepted safety precautions when making infectious material available. The Customer shall be liable for all loss or damage caused by an infringement of security requirements due to defects or any lack of suitability of the material provided by the Customer or through third parties.

(3) By submitting the materials or ordering the vaccine, the Customer confirms that these originate from the livestock to be treated or have an epidemiological connection to it.

8. Rights to the Material and Isolates provided

(1) The ownership of and all other rights to the material made available by the Customer directly or through third parties (e.g. pathogens or organ material) shall automatically pass to the Manufacturer upon transfer. This also includes all products obtained from the material (e.g. isolates, vaccine strains). The Manufacturer is entitled to dispose freely and without restriction of the material and corresponding products, and in particular to carry out further examinations and tests that go beyond the subject matter of the contract. The Manufacturer is also entitled to make changes to or cultivate the isolates.

(2) Insofar as the Customer has already independently isolated the micro-organisms (e.g. bacteria, viruses, pathogens) from the organ material before submitting the material (hereafter referred to as: "**Isolates**"), the ownership of these Isolates and all other existing rights to them shall automatically pass to the Manufacturer upon surrender. The authorisations to which the Manufacturer is entitled with respect to the Isolates correspond to those of Section 8, Paragraph 1 of these GTCs.

(3) All industrial property rights, copyrights and all expertise, all patentable inventions as well as documentation, reports and records created in relation to the isolation of the pathogens and the production of the autogenous vaccine, as well as during the performance of the investigations and processes referred to in Paragraphs 1 and 2, shall belong exclusively to the Manufacturer.

(4) Any claim for the return of the material made available to the Manufacturer by the Customer and the Isolates or vaccination strains acquired from it or the vaccination strains already isolated by the Customer before submission shall be excluded - unless expressly agreed otherwise.

(5) The Customer shall not be entitled to compensation or any kind of indemnity on whatever legal grounds on the basis of the provisions set out in Paragraphs 1 to 4.

9. Application and Storage Specifications

Insofar as the Manufacturer submits specifications for the application and/or storage of Contractual Products in written or spoken form, these must be complied with. The Customer shall be solely responsible for checking and deciding on the application and correct use of the Contractual Products. Insofar as application or storage specifications are not complied with, any warranty or liability shall lapse unless the defect is not due to the infringement. The burden of proof for correct storage shall lie with the Customer.

10. Customer's Claims for Defects

(1) The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title, unless otherwise stipulated below.

(2) The basis of liability for defects is above all the agreement concluded on the properties of the Contractual Products. Insofar as the properties have not been agreed, an assessment shall be carried out in accordance with the statutory provisions as to whether a defect exists or not.

(3) The Customer's claims for defects presuppose that the Customer has complied with his/her/its statutory inspection obligations and obligations to give notice of defects. If a defect becomes apparent upon delivery, during an inspection or at any time thereafter, the Manufacturer must be notified of this immediately in writing. In all cases, obvious defects must be notified in writing within five (5) working days of delivery, and defects that are not apparent during the inspection within the same period of time after their discovery. If the Customer fails to perform the due and proper inspection of the goods and/or submit any notification of defects, the liability for defects that have not been reported, have not been notified in time or not in the correct manner shall be excluded in accordance with the statutory provisions. Notes on delivery notes shall not be deemed to be a notice of defects. Individuals performing the transportation of such items are not entitled to receive notices of defects. Clearly identifiable transport damage must be reported immediately in writing.

(4) The Manufacturer shall be entitled to make any subsequent performance owed dependent on the Customer paying the purchase price that is due. However, the Customer shall be entitled to retain a portion of the purchase price that is proportionate to the defect. Furthermore, the Customer must also allow the Manufacturer the time and opportunity required for the subsequent performance owed - and in particular to submit the rejected Contractual Products for inspection purposes. In the event of a replacement delivery, the Customer must return the defective item to the Manufacturer in accordance with the statutory provisions.

(5) Claims of the purchaser for compensation for damages or the reimbursement of futile expenditures shall also exist with respect to defects only in accordance with Section 11 of these GTCs and are excluded in all other respects.

11. Liability

(1) Unless otherwise stated in these GTCs, the Manufacturer shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) The Manufacturer shall be liable for damages - irrespective of the legal basis - within the scope of liability for culpable intent and gross negligence. In the case of simple negligence, the Manufacturer shall only be liable for loss or damage resulting from injury to life, limb or health, subject to a lesser degree of liability in accordance with statutory provisions (e.g. for diligence in one's own affairs)

a. for damage resulting from injury to life, limb or health;

b. for loss or damage resulting from any not inconsiderable breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on whose observance the contractual partner regularly relies and may trust); in this case, however, the liability of the Manufacturer shall be limited to the compensation of the foreseeable, typically occurring loss or damage.

Furthermore, liability for lost profits shall be excluded in these cases.

(3) The limitations of liability resulting from Paragraph 2 shall also apply to breaches of duty by or in favour of persons whose fault is attributable to the Manufacturer according to statutory provisions. Furthermore, they shall not apply if the Manufacturer has fraudulently concealed a defect or has assumed a guarantee for the properties of the Contractual Products and for claims of the Customer in accordance with the German Product Liability Act (*ProdHaftG*) and German Medicinal Products Act (*AMG*), as well as any other mandatory statutory provisions.

(4) As a result of a breach of duty that does not consist of a defect, the Customer may only withdraw from or terminate the contract if the Manufacturer is responsible for the breach of duty.

12. Statute of Limitations

The limitation period for claims for defects is twelve (12) months after the time of delivery of the Contractual Products. The statutory limitation periods shall apply to claims for damages due to defects. The aforementioned limitation period shall also apply to contractual and non-contractual claims for damages by the Customer that are based on a defect of the Contractual Products, unless the application of the standard statutory limitation period (Sections 195, 199 of the German Civil Code (*BGB*)) would lead to a shorter limitation period in an individual case. Claims for damages of the Customer according to Section 11, Paragraph 2 Sentence 1 and Sentence 2 a. of these GTCs, as well as under the German Product Liability Act (*ProdHaftG*) or the German Medicinal Products Act (*AMG*) or other mandatory legal standards, shall however be subject to the statute of limitations exclusively in accordance with the statutory provisions of limitation.

13. Exchange or Withdrawal of Vaccines

(1) Except for the exercising of statutory rights of withdrawal, rights of withdrawal based on these GTCs or a justified return due to defects, the exchange or return of the Contractual Products is not possible.

(2) In particular, the Manufacturer is not obliged to accept or take back Contractual Products which are returned without its prior consent or to arrange for their storage. There shall be no replacement option due to the impending expiry of the minimum durability date of a contractual product.

14. Retention of Title

(1) The retention of title agreed below serves to secure all current and future claims of the Manufacturer against the Customer arising from the supply relationship existing between the contracting parties (including balance claims from a current account relationship limited to this supply relationship).

(2) The Contractual Products delivered to the Customer shall remain the property of the Manufacturer until all secured claims have been paid in full. The Customer may nevertheless use the Contractual Products which are subject to the retention of title during the ordinary course of business in accordance with their intended purpose.

15. Final Provisions

(1) The place of performance for all services under this contract is the Manufacturer's place of business in Cuxhaven (Vaxxinova GmbH, Anton-Flettner-Strasse 6, 27472 Cuxhaven).

(2) Insofar as a provision of the contract or these GTCs is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the contract or these GTCs. In such a case, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds as closely as possible to the economic purpose and meaning of the provision. This also applies to any omissions in the contract or in these GTCs.

(3) The contractual relationship between the Manufacturer and the Customer shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) The place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Cuxhaven. However, the Manufacturer shall in all cases be entitled to take legal action against the Customer at his/her/its general place of jurisdiction. Priority statutory provisions, in particular with regard to exclusive responsibilities, remain unaffected.

(5) These GTCs are drafted in the German and English language. Both language versions are available at www.vaxxinova.de. However, the English version is only a convenience translation of the German version. In case of any discrepancy between the English and German version, the German version shall prevail.

Correct as of: March 2020