

TERMS AND CONDITIONS OF SALES

as of January 2, 2024

Thank you for your interest in Teubio's Products and Services. Would you have any questions please feel free to contact our local office closest to you. You can find the relevant contact information on our Website at : <http://www.teubio.com/contact>.

1. Applicability

- 1.1 Unless otherwise expressly agreed in writing, these terms and conditions (the "**Terms**") apply to the sales of Products and, or Services by Teubio ordered both through the Website or by any other means by you.
- 1.2 These Terms, our Order Confirmation and Trade Agreements (if any) comprise the whole and exclusive agreement (the "**Agreement**") between you and Teubio. Should any conditions conflict with each other within the Agreement, shall prevail in the following order:
 - (a) the Order Confirmation (based on the quotation if any);
 - (b) any existing and applicable Trade Agreement; and finally
 - (c) these Terms.
- 1.3 Teubio holds the right to modify, update or replace these Terms at any time without prior notice. Any Order following such modification constitutes your acceptance of the new terms. The applicable version of the Terms to your Order is the version published on the Website on the date of your Order Confirmation.
- 1.4 When words used in these Terms have special meaning, they start with capital letters (even if they are not at the start of a sentence) and have the specific meaning defined in Section 9 of these Terms when not directly defined in the section they first appear.

2. Product and Service Orders

- 2.1 By placing an order for Products and, or Services (an "**Order**") you represent and warrant that you:
 - (a) shall use the Products or Services for the sole purpose of scientific research, in accordance with any relevant instructions provided by Teubio (such as in a datasheet or on the labels of the Products), unless otherwise expressly agreed upon in writing and in accordance with any applicable limited use label license and all applicable law and regulation;
 - (b) have the authority to bind the legal entity on whose behalf you are acting; and
 - (c) are a qualified professional working for an organization legally authorized to conduct scientific research.
- 2.2 By placing an Order, you undertake and warrant that all details provided for the purpose of placing this Order shall be correct and that, where credit or debit cards are used for the payment of the Order, they belong to the legal entity on whose behalf you are placing an Order.
- 2.3 Your Order constitutes an offer. Teubio will confirm acceptance of your Order by sending you a written order confirmation (the "**Order Confirmation**") detailing amongst other information, the

Product or Service Teubio shall provide, the quantities required and the price for you to pay. The starting date of our Agreement will be the date of issuance of the Order Confirmation.

- 2.4 Please note that when placing an Order through the Website, prior to receiving an Order Confirmation, you shall receive an email acknowledging your request which does not constitute an acceptance from Teubio.
- 2.5 Once you have been sent an Order Confirmation, an Order may only be canceled or modified with the written consent of Teubio.
- 2.6 Teubio will perform Custom Research Services as an independent contractor, using methods, materials, equipment, and/or related intellectual property owned or controlled by Teubio to provide data and/or materials produced as a direct result of the Service as specified in the Custom Research Services quotation. Deliverables may include data or materials that result from the use of materials you supplied. Teubio will comply with all laws and regulations generally applicable to the Service provided, and with any specific regulatory framework agreed in the Custom Research Services quotation. Teubio may delegate performance of the Service, or portion thereof, to an authorized subcontractor, provided that all Service will be performed in accordance with the Custom Research Services quotation.

3. Price

- 3.1 Teubio must reserve the right to change its prices at any time without notice.
- 3.2 Prices for Products and Services applicable to your Order, if no price has been quoted to you and excluding any applicable Trade Agreement, are those indicated on the Website the date you place your Order except in cases of obvious error.
- 3.3 Prices quoted to you are only valid for the time of validity of the quotation, usually thirty (30) days, unless Teubio states otherwise in writing.
- 3.4 Unless expressly indicated, Product Prices do not include packing and carriage charges or insurance and are exclusive of any taxes (including VAT), duties, levies or other government fees that may apply to your Order.

4. Payment

- 4.1 Teubio shall issue an invoice to the billing address you provided:
 - (a) following shipment of Products; or
 - (b) on completion of the Service (or portion thereof); or
 - (c) according to the payment schedule specified in the quotation.
- 4.2 The invoice is to be paid for its full amount in accordance with the instructions set out on the Invoice, such as the payment due date and the method of payment. Usually, we will require payment within thirty (30) days from the issuance of the invoice, through wire transfer.
- 4.3 Our invoices include the price for the Product or Service you ordered as defined in section 3 of these Terms and any applicable Delivery Fees, in strict accordance with your Order Confirmation. Except in cases of obvious error, you will not be charged any other fees than those listed in your Order Confirmation.

- 4.4 As each Order is a separate transaction, you shall receive an invoice for each of your Orders and you may not off-set payments from one order against another.
- 4.5 Under specific circumstances, Teubio reserves the right to require you to make full or partial payment in advance, or provide other security to our satisfaction. You will make all payments in the currency specified in our invoice to you.
- 4.6 Without prejudice to any other right or remedy available to Teubio, if any part of an invoice remains outstanding after the due date for payment, Teubio reserves its right to charge interest from the invoice date until full payment and the costs of recovery in accordance with applicable laws and regulations.

5. Delivery and Packaging

- 5.1 Products shall be shipped to the delivery address you provided in your Order.
- 5.2 When placing an Order, unless otherwise agreed upon in writing, you consent that arrangement and carriage shall be arranged by Teubio and waive your right to arrange carriage or to give Teubio any specific instructions regarding carriage.
- 5.3 Teubio will use best endeavors to choose shipment and packaging methods in accordance with the value and nature of the Product. You shall be informed of such method in your Order Confirmation.
- 5.4 Teubio will use reasonable endeavors to group shipments of your Orders when shipped under the same conditions, but may make partial shipments at its discretion or upon request and may invoice each shipment separately.
- 5.5 You will be informed of the estimated delivery dates of your Order in your Order Confirmation. Please note that if most of our Orders are delivered on the estimated date, we shall not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay.
- 5.6 Fees applicable to your Order (the "**Delivery fees**") include fees for carriage and handling, fees for packaging when the Products require special packaging (such as dry ice), and insurance fees where Teubio identifies a need for insurance.
- 5.7 Delivery Fees applicable to your order are those listed on the Website in the [Freight Policy](#) section or those communicated to you by Teubio and are subject to change as they are revised yearly. Where Trade Agreements are applicable, Delivery Fees do follow this yearly revision.
- 5.8 Except as otherwise expressly agreed in a Trade Agreement, Delivery Fees are not subject to reductions or rebates.

6. Risk of loss and title

- 6.1 Except otherwise expressly agreed in writing, delivery of an Order shall be complete once the Products are unloaded at the address you provided, at which point risk in the Product shall pass to you.

7. Warranties

- 7.1 If Products do not meet the quantity or identity specified in the Confirmation Order, or if Products do not meet the standard of satisfactory quality, Teubio will, at its option, replace the Products or refund the purchase price to you, provided that you:
- (a) provide Teubio with the purchase order number and invoice number;
 - (b) store and use the Products in accordance with any instructions given to you by Teubio (such as, but not limited to: datasheets, label on the product, use-by dates);
 - (c) notify Teubio of the defect immediately after notice of such defect;
 - (d) show Teubio how standards quality are not met where claimed; and
 - (e) retain the defective Products and return them to Teubio upon request.
- 7.2 In any case, Teubio will not replace nor refund any Product past a delay of six (6) months starting from the day of shipment, or for any demand past the Product's use-by date.
- 7.3 Custom Research Services are state-of-the-art scientific services, and accordingly, Teubio cannot and does not make any representations or give any warranties for the Custom Research Services provided and specific results or outcomes cannot be guaranteed or warranted.
- 7.4 No other warranty or condition is to be implied between you and Teubio as to the quality or the fitness for a particular purpose of the Products or Service and all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage course of dealing or in any other way are, to the extent permitted by law, excluded.

8. Liability, limitations and exclusions

- 8.1 Please note that, nothing in these Terms excludes or limits the liability of Teubio further than permitted by applicable law.
- 8.2 Subject to clause 8.1, Teubio shall not be liable or deemed to be in contractual breach by reason of any delay in performing or failing to perform the Services, or any obligation in relation to the Order, if the delay or failure was due to any cause beyond reasonable control of Teubio. including without limitation inability or delay in obtaining supplies.
- 8.3 Subject to clause 8.1, Teubio shall not be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages (including but not limited to all costs of cover, lost profits, lost data, loss of business, loss of goodwill or loss of revenue) that you might incur under the Agreement, or that may arise from or in connection with our products or services, even if Teubio had notice of the possibility of such damages.
- 8.4 In addition, the total liability arising out of or in connection with the Agreement, or any Product or Service, is limited to the re-performance of the Service, replacement of the Product, or where Teubio sees fit, the reimbursement of the total amount paid by you to Teubio for the Product or Service.

9. Intellectual Property

- 9.1 Unless otherwise agreed upon in writing, nothing in these Terms and Conditions grants you any license to or any other rights under any Intellectual Property Rights of or used by Teubio other than a limited, non-transferable, non-sublicensable right under such Intellectual Property Rights, to use the quantity of the Products or Services purchased.
- 9.2 Teubio does not warrant or represent that the Products or Services do not infringe any Intellectual Property Rights of third parties and Teubio shall not be liable for any infringement of a third party's Intellectual Property Rights which may arise as a result of the handling or use of the Products.
- 9.3 Unless otherwise agreed upon in writing, nothing in these terms grants you any Intellectual Property Rights, techniques methods or know-how used by Teubio or its sub-contractors in performing the Custom Research Services.
- 9.4 Except as otherwise expressly agreed in the Custom Research Services quotation, when performing Custom Research Services, you will be the exclusive owner of:
- (a) the deliverables (if any) and the data figuring in those deliverables except where the use of a specific license for the Service would prohibit it (would such license exist we will inform you);
 - (b) the material you provided Teubio;
 - (c) any derivatives or modifications of the material provided to Teubio generated as a direct result of the Custom Research Services; and
 - (d) any inventions and/or discoveries that directly result from our performance of the Custom Research Services and that directly relate to your material, whether or not copyrightable or patentable.

10. Interpretation

- 10.1 In these Terms, the following words have the following meanings:

Agreement	has the meaning set in paragraph 1.2 of these Terms.
Delivery Fees	has the meaning set in paragraph 5.6 of these Terms.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Custom Research Services	means any Service provided to you by Teubio through use of its laboratory.
Order	has the meaning set in paragraph 2.1 of these Terms.
Order Confirmation	has the meaning set in paragraph 2.3 of these Terms.

Products	means any product sold and supplied by Teubio to you.
Services	means Custom Research Services or any other services sold and provided by Teubio to you.
Teubio	refers to Tebu Bio, a company registered in France, under company number 571 159 432 with its registered office at 39 rue Houdan 78160 Le Perray-en-Yvelines in France, or any of its subsidiaries.
Trade Agreement	refers to any written framework agreement between you and Teubio.
Website	means the website of Teubio, accessible at the URL as shown below: https://www.teubio.com

11. General

- 11.1 Would any provision of these Terms be held invalid or unenforceable in whole or in part by any competent authority, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 11.2 Failure by Teubio to enforce any of its rights shall not constitute a waiver of those or any other right of Teubio.
- 11.3 Any person not party to the Agreement shall have no right to enforce any term of the Agreement.
- 11.4 The Agreement may not be assigned without the consent of the other party, except that each party may assign the Agreement to an affiliate or to any other party to whom it transfers the business and assets related to this Agreement, provided that such assignee assumes all the rights and obligations of its assignor.
- 11.5 The Agreement shall be governed by the laws of the country where the selling entity of Teubio (as specified in your Order Confirmation) is located. Any dispute arising out or in connection with the Agreement shall be the jurisdiction of the city where this selling entity is located.