

Terms and Conditions

These terms and conditions (“**Terms and Conditions**”) form an integral part of the purchase order (“**Purchase Order**”), for Goods and/or Services placed by Just – Evotec Biologics, Inc. or J.POD – Evotec Biologics, Inc. (in either case as “**Purchaser**”) with the vendor (“**Vendor**”) identified on the Purchase Order, to which these Terms and Conditions are attached. Vendor agrees to the Purchase Order by accepting the Purchase Order, delivering the Goods, and/or performing the Services. Any reference in this Purchase Order to any Vendor Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Proposal, and only to the extent that the terms of the Vendor Proposal do not conflict with the descriptions and Specifications set out in this Purchase Order.

1. **Definitions.** In these Terms and Conditions, the following definitions apply:
 - 1.1. “**Deliverable**” means any deliverable or other product or result from Services and any related materials, data, and documentation and includes any Intellectual Property Rights developed by Vendor pursuant to this Purchase Order.
 - 1.2. “**Delivery Date**” means the date of delivery for Goods or performance of Services as specified in this Purchase Order.
 - 1.3. “**Delivery Location**” means the location identified by Purchaser in this Purchase Order to which the Vendor is to deliver Goods and/or perform the Services, or such other delivery area or point which is specified in writing by Purchaser.
 - 1.4. “**Goods**” means the goods that are required to be delivered by Vendor pursuant to this Purchase Order, and includes all materials, component parts, packaging and labelling of such goods. Goods include, but it is not limited to, consumables or raw materials or capital equipment or software.
 - 1.5. “**Harmful Code**” means any software intentionally designed to (i) disrupt, disable, harm, or impede operation; or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.
 - 1.6. “**Intellectual Property Rights**” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world including, but not limited to, copyrights and moral rights, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
 - 1.7. “**Services**” means any services to be provided by Vendor to Purchaser pursuant to this Purchase Order.
 - 1.8. “**Specifications**” means the requirements, attributes and specifications for the Goods or Services that are set out in this Purchase Order. Specifications also include: (a) documentation published by Vendor relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) Purchaser business requirements that are expressly set out in this Purchase Order.
 - 1.9. “**Vendor Proposal**” means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Vendor relating to the supply of Goods and/or Services to Purchaser, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by Purchaser.
 - 1.10. “**Warranty Period**” means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Vendor for the Goods or Services; and (ii) the period commencing on the date of Acceptance

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of such Goods or Services and ending on the date that is one (1) year from that date.

2. **Delivery of Goods and Services.**

- 2.1. Vendor agrees to supply and deliver the Goods to Purchaser and to perform the Services, as applicable, on the terms set out in this Purchase Order.
- 2.2. Vendor shall, at its own expense, pack, load, and deliver Goods to the Delivery Location and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of this Purchase Order or otherwise provided to Vendor by Purchaser in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in this Purchase Order or otherwise agreed to in writing by Purchaser.
- 2.3. Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Vendor must immediately notify Purchaser if Vendor is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Purchaser may, upon notice to Vendor, cancel this Purchase Order, or any portion thereof, due to failure of Vendor to comply with this Purchase Order.
- 2.4. Title and risk of loss or damage shall pass to Purchaser upon receipt of Goods at the Delivery Location, unless otherwise agreed to by the Purchaser in writing. Purchaser has no obligation to obtain insurance while Goods are in transit from Vendor to the Delivery Location.
- 2.5. Vendor shall follow all instructions of Purchaser and cooperate with Purchaser's customs broker as directed by Purchaser (including by providing requested shipping documentation) with respect to all Goods that originate from sources or Vendors based outside the U.S.

3. **Inspection; Acceptance and Rejection.**

- 3.1. All shipments of Goods and performance of Services shall be subject to Purchaser's right of inspection. Purchaser shall have ninety (90) days (the "**Inspection Period**") following the delivery of the Goods at the Delivery Location or performance of the Services to undertake such inspection, and upon such inspection Purchaser shall either accept the Goods or Services ("**Acceptance**") or reject them. Purchaser shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Purchaser shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Purchase Order. Transfer of title to Purchaser of Goods shall not constitute Purchaser's Acceptance of those Goods. Purchaser shall provide Vendor within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Purchaser does not provide Vendor with any notice of rejection within the Inspection Period, then Purchaser will be deemed to have provided Acceptance of such Goods or Services. Purchaser's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Vendor's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.
 - 3.2. Purchaser shall be entitled to return rejected Goods to Vendor at Vendor's expense and risk of loss for, at Purchaser's option, either: (i) full credit or refund of all amounts paid by Purchaser to Vendor for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Purchaser. Title to rejected Goods that are returned to Vendor shall transfer to Vendor upon such delivery and such Goods shall not be replaced by Vendor except upon written instructions from Purchaser. Vendor shall not deliver Goods that were previously rejected on grounds of non-compliance with this Purchase Order, unless delivery of such Goods is approved in advance by Purchaser, and is accompanied by a written disclosure of Purchaser's prior rejection(s).
4. **Price/Payment Terms.** Prices for the Goods and/or Services are as set forth in this Purchase Order provided, however, that in the case of non-off-the shelf capital equipment purchases, the following payment schedule shall

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apply:

Event No.	Event Giving Rise to Payment	Amount of Payment
1.	Execution of Purchase Order	Five percent (5%) of purchase price
2.	Acceptance of Equipment Design by Purchaser	Twenty Five percent (25%) of purchase price
3.	Delivery of Equipment	Fifty percent (50%) of purchase price
4.	Purchaser's Receipt of Final Document	Twenty percent (20%) of purchase price

Price increases or charges not expressly set out in this Purchase Order shall not be effective unless agreed to in advance in writing by Purchaser. Vendor will issue all invoices on a timely basis. All invoices delivered by Vendor must meet Purchaser's requirements and shall reference this Purchase Order. Purchaser will pay the undisputed portion of properly rendered invoices within thirty (30) days following Purchaser's receipt of an applicable invoice. Purchaser shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Purchase Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Purchaser agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

5. **Taxes.** Unless otherwise stated in this Purchase Order, all prices or other payments are exclusive of any taxes. Vendor shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Purchaser will pay all applicable taxes to Vendor when the applicable invoice is due. Vendor will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Purchase Order, Purchaser may withhold from all amounts payable to Vendor all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
6. **Hazardous Materials.** Vendor agrees to provide, upon and as requested by Purchaser, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Purchaser.
7. **Legal Compliance; Workplace Safety.** In carrying out its obligations under this Purchase Order, including the performance of Services, Vendor shall at all times comply with all applicable federal, state, and municipal laws, regulations, standards, and codes. Vendor shall obtain all applicable permits, licenses, exemptions, consents and approvals required for the Vendor to manufacture and deliver the Goods and perform the Services.
8. **Warranties.**
 - 8.1. **Product Warranties.** Vendor warrants to Purchaser that during the Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Purchaser, new; (iv) free from defects in design, material and workmanship and, in the case of software, free from Harmful Code; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Purchaser; and (viii) compliant with all applicable federal, state, and municipal laws, regulations, standards, and codes.
 - 8.2. **Service Warranties.** Vendor shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Purchase Order; (ii) in accordance with all Specifications and all Purchaser policies, guidelines, by-laws and codes of conduct applicable to Vendor; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary

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to carry out the Services. Purchaser may object to any of the Vendor's personnel engaged in the performance of Services who, in the reasonable opinion of Purchaser, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Vendor shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Purchaser.

8.3. **Intellectual Property Warranty.** Vendor further warrants to Purchaser that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person or entity.

8.4. **Manufacturer Warranties.** Vendor shall assign to Purchaser all manufacturer's warranties for Goods not manufactured by or for Vendor, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Purchaser.

9. Warranty Remedies.

9.1. In the event of Vendor's breach of any of the warranties in Sections 8.1 or 8.2, and without prejudice to any other right or remedy available to Purchaser (including Purchaser's indemnification rights hereunder), Vendor will, at Purchaser's option and Vendor's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within thirty (30) days after notice by Purchaser to Vendor of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Purchaser to Vendor, and return shipment to Purchaser, and costs resulting from supply chain interruptions, will be borne by Vendor. If Goods are corrected or replaced, the warranties in Section 8.1 will continue as to the corrected or replaced Goods for a further Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by Purchaser. If Vendor fails to repair or replace the Product within the time periods required above, Purchaser may repair or replace the Goods at Vendor's expense.

9.2. In the event that any Goods provided by Vendor to Purchaser are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Vendor shall, at its own option and expense, without prejudice to any other right or remedy of Purchaser (including Purchaser's indemnification rights hereunder), promptly provide Purchaser with a commercially reasonable alternative, including the procurement for Purchaser of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to Purchaser, or the modification of such Goods (without affecting functionality) to render them non-infringing.

10. **Intellectual Property Rights.** All Intellectual Property Rights in and to each Deliverable shall vest in Purchaser free and clear of all liens and encumbrances on receipt of payment by Vendor for each Deliverable. To the extent that any Deliverables contain any intellectual property of Vendor, Vendor hereby grants to Purchaser a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Vendor agrees to provide to Purchaser all assistance reasonably requested by Purchaser to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Purchaser and its successors and assigns.

11. **Confidentiality.** Vendor shall safeguard and keep confidential any and all information relating to Purchaser obtained by it or provided to it by Purchaser in connection with this Purchase Order, and shall use such information only for the purposes of carrying out its obligations under this Purchase Order.

12. **Insurance.** Vendor represents and warrants to Purchaser that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent Vendor of goods and services similar to the Goods and Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance). In addition, Vendor will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by Purchaser from

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time to time. Vendor will promptly deliver to Purchaser, as and when requested, written proof of such insurance. If requested, Purchaser will be named as an additional insured under any such policies. If requested by Purchaser, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Purchase Order, without the insurer providing at least thirty (30) days prior written notice to Purchaser.

13. **Indemnities.** Vendor shall indemnify, defend and hold harmless Purchaser, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the "**Purchaser Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Purchaser Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Vendor or any of its Affiliates or subcontractors; (d) Vendor's breach of any of its obligations under this Purchase Order; or (e) any liens or encumbrances relating to any Goods or Services.
14. **Limitation of Liability.** EXCEPT FOR VENDOR'S OBLIGATIONS UNDER SECTION 14, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS PURCHASE ORDER.
15. **Assignment.** This Purchase Order will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. No party may assign, or transfer any rights or obligations under, this Purchase Order without the other party's prior written consent, except that no such consent shall be required for a party to assign its rights or transfer its obligations to its Affiliate or in connection with the sale or transfer of the majority of its stock or all or substantially all of its assets to which this Purchase Order relates, whether as part of a merger, acquisition, asset sale or any other change of control (regardless of the form) of such party provided that the assigning party shall remain jointly and severally liable with any such assignee for the performance of its assigned obligations hereunder. Any assignment in violation of this Purchase Order will be null and void. "**Affiliate**" means, with respect to an entity, a corporation or other business entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the party specified, but for only so long as such control exists and "**control**" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equity interest in the applicable entity.
16. **Counterparts.** This Purchase Order may be executed in one or more counterparts, each of which shall be deemed an original, whether by hand or electronically or digitally, but all of which taken together shall constitute the same instrument.
17. **Entire Agreement.** This Purchase Order constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous (oral or written) understandings and agreements, express or implied, between the parties with respect to the subject matter hereof. No amendment, modification, or waiver of any term of this Purchase Order will be valid unless set forth in a written instrument signed by both parties.
18. **Force Majeure.** A party shall be excused from performing its obligations under this Purchase Order (other than payment obligations) if its performance is delayed or prevented by any event beyond such Party's reasonable control including, without limitation, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, earthquake, terrorism, or power failure (each, a "**Force Majeure Event**"); provided that such performance shall be excused only to the extent of and during such disability and the affected Party shall use commercially reasonable efforts to resume performance as soon as reasonably practicable and provided that such event was not caused by such party's negligence or willful misconduct.

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19. **Governing Law.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. This Purchase Order shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles and the Parties submit to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington.
20. **Inconsistencies.** In the event of an inconsistency between the clauses of this Purchase Order, the inconsistency shall be resolved by giving precedence in the following order: (a) provisions on the face of the Purchase Order excluding the Terms and Conditions; (b) the Terms and Conditions; (c) other provisions of the Purchase Order, whether attached or incorporated by reference; and (d) the Specifications.
21. **Independent Contractors.** Vendor will perform its obligations under this Purchase Order as an independent contractor and in no way will Vendor or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Purchaser. Vendor and its employees will have no authority to represent Purchaser or its Affiliates or bind Purchaser or its Affiliates in any way, and neither Vendor nor its employees will hold themselves out as having authority to act for Purchaser or its Affiliates.
22. **Interpretation.** The headings used in this Purchase Order and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Purchase Order to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Purchase Order. Where this Purchase Order uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
23. **Nonwaiver.** No waiver of any breach of this Purchase Order, by either party, of any provision of this Purchase Order or warranty or representation set forth herein, whether by conduct or otherwise, shall be construed as a waiver of any subsequent breach of the same or another provision. The failure to exercise, or delay in exercising any right hereunder shall not operate as a waiver of such right. Any remedies which the parties hereto may have pursuant to this Purchase Order or by law shall be cumulative.
24. **Severability.** The invalidity or unenforceability of any provision of this Purchase Order will not affect the other provisions hereof, and this Purchase Order will be construed in all respects as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the one replaced.
25. **Survival.** Any provision of this Purchase Order which expressly or by implication from its nature is intended to survive the termination or completion of the Purchase Order will continue in full force and effect after any termination, expiry or completion of this Purchase Order.