

1 SCOPE OF APPLICATION

These general terms of business (these "Terms") apply to all quotations and orders for the sale and delivery of products (the "Products") and affiliated services (the "Services") by Galenicode GmbH, Schlossgasse 3b, 79639 Grenzach-Wyhlen, Germany ("Galenicode") to customers (the "Customer").

Different or additional terms, including the Customer's general terms of purchase, shall apply only if agreed in writing by Galenicode and the Customer.

No amendments or changes to these Terms shall be effective unless made in writing. If, for any reason, a provision of these Terms becomes invalid, the validity of the remaining provisions will not be affected.

These Terms supersede any and all prior oral quotations, communications, agreements or understandings of the parties in respect of the sale and delivery of the Products & Services. In the event of a conflict between the provisions of these Terms and the provisions of a Purchase Contract (as defined below), the provisions of the Purchase Contract will govern and control.

2 QUOTATION, ORDER AND PURCHASE CONTRACT

All quotations made by Galenicode are revocable at any time and are binding only if the Customer places a corresponding order within the time specified in the quotation or, if no time period is mentioned, within thirty (30) days.

Galenicode reserves all rights of ownership in all quotations and related materials. Such quotations or related materials shall not be passed on to third parties unless Galenicode explicitly agrees to this in writing.

The binding agreement between Galenicode and the Customer (the "Purchase Contract") is concluded upon acceptance of the quotation or by submission of an order by the Customer in writing (including fax and e-mail) and upon written confirmation by Galenicode (including fax or e-mail) or by dispatch of the Products & Services. The silence of Galenicode with regard to quotations, orders, requests or other declarations of the Customer shall not imply consent or agreement unless expressly agreed otherwise in writing. Any confirmation of an order created electronically which does not include a signature or a name shall be deemed to constitute written form. Where the confirmation of an order contains obvious mistakes or clerical or calculations errors, it shall not be binding on Galenicode.

3 CHANGES

Any change(s) to the Purchase Contract submitted by the Customer are subject to written approval of Galenicode and may require different terms, including a change in the price and/or time of delivery. In the event of such change by the Customer, as approved by Galenicode, the Customer shall bear all of Galenicode's costs and expenses associated with such change, including but not limited to cost of raw materials, labor costs and storage expenses. Galenicode shall be free to accept or reject such changes without any further obligation to the Customer whatsoever.

4 PRICES

The prices for Products & Services shall be specified in the Purchase Contract. In the absence of such specifications, Galenicode's then prevailing standard prices shall apply. Unless otherwise specified in the Purchase Contract, all prices are in Euro [EUR]. Prices do not include value added tax, sales or use tax, or any other similar applicable federal, state or foreign taxes, levies or charges due in any jurisdiction in connection with the sale or delivery of the Products & Services ("Taxes"), customs duty, shipping or insurance costs which may be invoiced separately as required. Taxes shall be payable by the Customer and, if Galenicode is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Galenicode to the Customer. In the event the Customer is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by the Customer to Galenicode shall be paid to Galenicode net of such deduction or withholding. The Customer shall pay the applicable tax authorities any such required deduction or withholding.

As a rule, all prices include the inner and outer packaging. Galenicode reserves the right to add a surcharge for smaller volumes and/or for any special shipment conditions. Shipping and handling charges apply to all shipments.

All Product prices are subject to change prior to confirmation of an order.

5 TERMS OF PAYMENT

Unless otherwise specified in the Purchase Contract, invoices are payable net, within thirty (30) days of the invoice date without deduction or discount whatsoever.

The terms of payment depend specifically on the country of delivery.

In the case of new business relationships or for other reasons, Galenicode reserves the right to require an advance deposit of up to 100% of the purchase price any time prior to delivery as a condition of performance.

The Customer shall not be entitled to offset any amounts payable to Galenicode against any amounts owed or alleged to be owed from Galenicode. No discount will be granted in the event of payment before due date. An interest in line with the market, but at least of 1.0% per month, payable in arrears, shall be charged on late payments. The Customer must pay all costs of collection on unpaid amounts, including but not limited to attorneys' fees.

If for any reason Galenicode, in its sole and unfettered discretion, deems the ultimate collectability of the purchase price to be in doubt, Galenicode may, without notice to the Customer, delay or postpone the delivery of the Products & Services and may, at its option, change the terms of payment to payment in full or in part in advance, with respect to the entire undelivered balance of Products & Services. In the event of default by the Customer in the payment of the purchase price or otherwise, Galenicode, at its option, without prejudice to any other of Galenicode's lawful remedies, may defer delivery, cancel the Purchase Contract, or sell any undelivered Products & Services on hand for the account of the Customer and apply such proceeds as a credit, without deduction of any kind, against the agreed upon purchase price, and the Customer agrees to pay the balance then due to Galenicode on demand. The Customer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by the Customer in any of the provisions of the Purchase Contract.

6 RETENTION OF TITLE AND SECURITY INTEREST

A TO SECURE THE CUSTOMER'S OBLIGATION TO PAY GALENICODE FOR THE PURCHASE OF PRODUCTS & SERVICES, GALENICODE KEEPS FULL TITLE IN ALL PRODUCTS & SERVICES DELIVERED TO THE CUSTOMER UNTIL THE CUSTOMER HAS FULFILLED ALL OF ITS PAYMENT OBLIGATIONS IN CONNECTION WITH THE DELIVERY OF THE RESPECTIVE PRODUCTS & SERVICES. DURING THE RETENTION OF TITLE, THE CUSTOMER SHALL NOT SELL, PLEDGE, MORTGAGE, GRANT SECURITY INTEREST OR OTHERWISE DISPOSE OF THE RESPECTIVE PRODUCTS & SERVICES.

B In jurisdictions that do not allow the enforcement of the right to retention of title as set forth article 6A, the remedies set forth in this article 6B shall apply to the maximum extent permitted by applicable law. Should Galenicode extend credit to the Customer for the purchase price for any Products & Services or any other amounts due to Galenicode, the Customer hereby grants to Galenicode as security for the timely payment and performance of all Customer's payment obligations to Galenicode, a first priority security interest (the "Security Interest") in all the Products & Services heretofore or in the future delivered to the Customer for as long as such Products & Services shall not have been sold by the Customer in the ordinary course of business (the "Collateral"). Galenicode shall be entitled to file any and all financing, continuation or similar statements under applicable law in any jurisdiction, and take any and all other action necessary or desirable, in Galenicode's sole and unfettered discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve and protect Galenicode's Security Interest in the Collateral. The Customer agrees to take any and all actions and provide Galenicode with all information necessary to enable Galenicode to perfect and enforce this Security Interest in all jurisdictions and vis-à-vis any of the Customer's creditors. This Security Interest shall remain in force until payment in full of the entire purchase price for such Products & Services and any other amounts due to Galenicode by the Customer. Galenicode may, without notice, change or withdraw extensions of credit at any time.

7 DELIVERY

Products are delivered "CPT" as defined in Incoterms 2020 to the destination named in the Purchase Contract unless otherwise agreed in writing by the parties. Galenicode will charge the costs

of carriage to the Customer. The delivery is deemed to be on time when the Products have been sent by Galenicode to the Customer no later than on the agreed delivery date notwithstanding any installation, operational or performance qualifications that need to be carried out unless otherwise agreed in writing between Galenicode and the Customer.

Galenicode is entitled to make partial deliveries in order to perform its contractual obligations unless partial deliveries are expressly excluded in the Purchase Contract.

Galenicode may cancel a Purchase Contract if its own suppliers fail to deliver the components or material by the specified dates, and Galenicode is therefore unable to deliver the Products & Services to the Customer despite having made every reasonable effort to find substitutes.

The Customer shall examine the Products & Services on receipt. If the Products do not comply with the specifications contained in the Purchase Contract, the Customer shall notify Galenicode immediately in writing of any defects or deficiencies and hold the Products for Galenicode's written instructions concerning disposition. If such non-compliance turns out to be a defect or deficiency caused by Galenicode, Galenicode may choose to rectify such defect or deficiency in the Products or to replace the defective Products. If (i) such rectification fails or if (ii) the replacement is itself defective or if (iii) it has not been delivered within a reasonable time period granted by the Customer, the Customer's exclusive remedy and Galenicode's sole liability on any claim, whether in tort, contract or warranty, shall be a reduction of the amounts payable by the Customer.

If the Customer fails to notify Galenicode within five (5) business days after the Products have been received by the Customer, such Products shall conclusively be deemed to conform to the Purchase Contract and to have been irrevocably accepted by the Customer.

Products which are the subject of complaint may be sent back only with Galenicode's explicit agreement and shipping arrangements for the return must be agreed upon by Galenicode in advance.

Galenicode shall have no obligation to deliver Products & Services to the Customer or otherwise perform any of its obligations set forth in Purchase Contract or herein if the Customer is in breach of any of its obligations hereunder or under such Purchase Contract.

8 DELIVERY DATES

Any delivery dates specified in quotations are estimates only and do not represent a promise by Galenicode to deliver Products & Services at a date certain.

Delivery dates agreed in Purchase Contracts are not binding for Galenicode in the case of unforeseeable events which are independent from the will of either party, such as force majeure, and which prevent Galenicode from delivering on time, provided Galenicode is not responsible for the delay.

If, for reasons other than the foregoing, Galenicode should default or delay or not deliver Products & Services, Galenicode shall notify the Customer without delay in order to obtain an extension of the delivery period to the extent necessary. If Galenicode thereafter is unable to keep to the agreed deadline, the sole remedy of the Customer against Galenicode is an option to cancel the Purchase Contract, through prior written notice to Galenicode. However, the Customer shall not be entitled to claim any damages.

Delay in delivery of any installment shall not relieve the Customer of its obligations to accept remaining deliveries.

The Customer's failure to accept delivery of any Products & Services pursuant to a Purchase Contract shall not relieve the Customer of its obligations to accept delivery thereof or make timely payment of any amounts due in accordance with the Purchase Contract.

9 PASSING OF RISK

Risk shall pass to the Customer on delivery of the Products to any common carrier or as specified below. Galenicode will inform the Customer when the Products are ready for dispatch. If dispatch is delayed at the Customer's request, or for other reasons beyond the control of Galenicode, Galenicode may invoice the Products ready for dispatch to the Customer. In such case, the delivery terms shall change to "EXW" (Incoterms 2020) and the date of delivery shall correspond to the date of invoice.

10 RESALE, DISTRIBUTION AND EXPORT

Unless otherwise agreed in writing between Galenicode and the Customer, the Customer agrees that the Products & Services may not be marketed, resold, distributed or exported for any purpose. Unless expressly warranted in writing in any Purchase Contract, Galenicode makes no warranty that the Products & Services comply with applicable law, regulations or specifications in any jurisdiction in which the Products & Services may be marketed or sold by the Customer. Any governmental or other approvals necessary in connection with the marketing, resale, distribution or use of the Products & Services shall be the Customer's sole responsibility.

11 WARRANTY

Galenicode warrants that the Products & Services, at the time of delivery, fulfill the specifications contained in the Purchase Contract. However, it remains the sole responsibility of the Customer to determine the suitability of the delivered Products & Services for any intended or specific purpose of use prior to use.

Products may contain or be provided with components from third parties, including open-source software. Galenicode warrants that it is in compliance with all license terms governing such third-party intellectual property and that its use of these components—and the rights granted to the Customer herein—are consistent with the permissions authorized by the original licensors.

12 LIMITATION OF WARRANTY

The descriptions of Products & Services in catalogues and other documents issued by Galenicode are for identification purposes only and do not constitute warranties under any applicable law. Any additional warranty may only be contained in a Purchase Contract and must expressly state that the Product concerned has a particular property.

Products & Services sold by Galenicode are for the intended purposes only pursuant to the applicable Purchase Contract and may not be used as active pharmaceutical ingredients, medical devices, for in vivo diagnostic purposes, as food or feed additives, human or veterinary medicines, or cosmetics unless otherwise expressly agreed in the Purchase Contract.

To date, Galenicode is not aware of any lawsuits for patent infringement or unlawful appropriation of trade secrets brought against the company by third parties; nor is Galenicode aware of any such lawsuit against the manufacturers of components used in Galenicode's products.

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH WITHIN ARTICLE 11, GALENICODE MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS & SERVICES DELIVERED BY GALENICODE OR ANY OF ITS AGENTS OR SUBCONTRACTORS. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT THE USE OF PRODUCTS & SERVICES SOLD WILL NOT INFRINGE RIGHTS OF THIRD PARTIES ARE EXPRESSLY EXCLUDED AND DECLINED. NO CLAIM, SUIT OR OTHER PROCEEDING MAY BE BROUGHT FOR AN ALLEGED BREACH OF WARRANTY OF GALENICODE SET FORTH HEREIN MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF THE PRODUCTS & SERVICES CONCERNED.

13 LIABILITY

IN NO EVENT SHALL GALENICODE BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED), RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS & SERVICES, EVEN IF GALENICODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE, PROFITS OR GOODWILL, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF THE CUSTOMER OR OTHER USE OR ANY LIABILITY OF THE CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR COSTS OR ANY OTHER EXPENSES, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, INCLUDING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE UNLESS SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY GALENICODE'S NEGLIGENCE.

Galenicode shall not be liable for, and the Customer assumes responsibility and shall indemnify and hold Galenicode harmless for,

any and all claims, including without limitation, claims for personal injury or property damages, resulting from the improper use, unauthorized alteration or modification of the Products, or the Customer's failure to properly communicate Galenicode's instructions and warning to users of the Products.

Notwithstanding any of the provisions contained herein, Galenicode's liability for any claim – whether based upon contract, tort, equity, negligence or any other legal concept – shall in no event exceed the purchase price paid by the Customer for the Products & Services giving rise to such claim. The Customer hereby acknowledges and agrees that the provisions of these Terms fairly allocate the risks between Galenicode and the Customer, that Galenicode's pricing reflects this allocation of risk, and but for this allocation and limitation of liability, Galenicode would not have entered into an agreement with the Customer to sell Products & Services to the Customer.

In jurisdictions that restrict or preclude limitations or exclusions of remedies, damages, or liability, or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. The Customer may also have other rights that vary by state, country or other jurisdiction.

14 CONFIDENTIALITY

Galenicode and the Customer undertake not to disclose to any third party and to maintain as confidential, any and all confidential information received from the other party in connection with the sale of Products & Services by Galenicode ("Confidential Information") for a period of ten (10) years from the date of the Purchase Contract.

Such Confidential Information shall include, without limitation, information concerning the disclosing party's business, finances, business or operational know-how and any other information deemed confidential by the disclosing party. Unless otherwise agreed in writing, each of Galenicode and the Customer agree not to disclose Confidential Information which is received from the other party in connection with the sale of the Products & Services by Galenicode, unless (i) required by law or governmental order, or (ii) the receiving party can prove that such information has been known to it prior to receipt. Without limitation, each of the parties agrees:

- To use the Confidential Information received for its intended purpose only;
- Not to divulge it or make it accessible to any third party without the other party's prior written consent;
- To return or destroy – subject to compliance with applicable laws and regulations – all files, documents or copies of information stored in electronic form containing Confidential Information, at the other party's request; provided that one archival copy may be retained to determine the respective party's obligations under these Terms.

Neither party may issue press releases or scientific publications containing Confidential Information without the other party's prior written permission.

15 APPLICABLE LAW

These Terms, any Purchase Contracts or agreements between Galenicode and the Customer shall be subject to and governed by Germany's law without giving effect to the conflict of laws rules thereof. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

16 JURISDICTION

Any dispute, controversy or claim arising out of or relating to these Terms and any Purchase Contracts, including but not limited to the execution, performance or termination thereof or to any issue of liability arising out of the performance of these Terms or any Purchase Contract, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the ordinary courts of Lörrach, Germany. Galenicode shall also be entitled to bring legal actions at the place of business of the Customer or any other applicable or permissible legal venue. The parties expressly waive any objection or defense based on the lack of jurisdiction or venue, in particular a plea for "forum non conveniens". EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING

DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS AND ANY PURCHASE CONTRACTS.

17 EQUITABLE REMEDIES

The parties acknowledge and agree that legal remedies for any violation or threatened violation of any provision of these Terms, in particular article 14 are inadequate and that Galenicode would suffer irreparable harm. In the event of a violation or threatened violation of any provision of these Terms, in particular article 14 by the Customer, Galenicode shall have the right, in addition to such other remedies as may be available pursuant to law or these Terms, to temporary or permanent injunctive relief enjoining such act or threatened act in any court of competent jurisdiction without any requirement to post a bond or provide other security.

18 CUMULATIVE REMEDIES

All rights and remedies provided to Galenicode in these Terms and any Purchase Contracts are cumulative and not exclusive, and the exercise by Galenicode of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available to Galenicode under any applicable law in any jurisdiction.

19 ASSIGNMENT; WAIVER

The Customer may not assign the Purchase Contract or any right or interest therein or any other obligation arising hereunder without Galenicode's prior written consent. Galenicode's waiver of any breach or violation of these Terms or the provisions of any Purchase Contract by the Customer shall not be construed as a waiver of any other present or future breach or breaches by the Customer.

Grenzach-Wyhlen, Germany, July 2, 2025