

General Terms and Conditions of Business

1. Scope of application

These General Terms and Conditions ("Allgemeine Geschäftsbedingungen", „AGBs“) shall apply for the sale of products of BioNTech Diagnostics GmbH (hereinafter referred to as „BioNTech Diagnostics“) and the performance of services related to these products to entrepreneurs (hereinafter referred to as "Buyer") within the meaning of § 14 German Civil Code ("Bürgerliches Gesetzbuch", "BGB").

Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless BioNTech Diagnostics has expressly agreed to their applicability in writing. This shall also apply in the case that BioNTech Diagnostics, with knowledge of contradictory or deviating terms and conditions of the Buyer, performs the contract without making a statement of reservation.

2. Offers and agreements

Information relating to products of BioNTech Diagnostics as quotes or other conditions in brochures, advertising media or websites of BioNTech Diagnostics is no legally binding offer and is subject to confirmation.

After contacting, BioNTech Diagnostics will regularly provide the Buyer with a written offer. The contract will be established by BioNTech Diagnostics' receipt of the Buyer's declaration acceptance. In case of an order or a deviating offer of the Buyer the contract may be established by BioNTech Diagnostics' written notice of acceptance.

3. Prices, delivery, passing of risk, delivery date, customer responsibilities

- 3.1 Prices are understood to be exclusive of the statutory value-added tax. Transport and purchase prices are understood as being ex works.
- 3.2 Transport and packaging cost will be charged separately. Unless otherwise agreed, the Buyer shall bear the transport and packaging costs.
- 3.3 Unless otherwise agreed, the method of packing, mode of dispatch and transport shall be left to BioNTech Diagnostics. Concerning packaging, mode of dispatch and transport, BioNTech Diagnostics will take account of the substantive requirements of the respective product. Unless otherwise agreed, BioNTech Diagnostics will charge a lump sum for products shipped on dry ice.
- 3.4 Buyer shall bear the risk of loss or deterioration of the goods shipped as soon as BioNTech Diagnostics hands over the goods to the shipping carrier.
- 3.5 In case that BioNTech Diagnostics is obliged to provide services relating to the installation of systems or laboratory equipment, the Buyer shall grant BioNTech Diagnostics the required access to its facilities and equipment. During the accomplishment of the services, the Buyer shall ensure that the laboratory equipment is in fully functional condition and is operating in an appropriate environment. The Buyer is advised to conduct a data backup prior to service conduct especially to secure parameters and functional data of the laboratory equipment.
- 3.6 Instructions of BioNTech Diagnostics to the Buyer or its personnel regarding the use of BioNTech Diagnostics' products do not release the Buyer from his obligation of due diligence and compliance to the instructions for use. The Buyer shall employ suitable and, if reasonable and required with respect to the nature of the products, specifically trained personnel for use of BioNTech Diagnostics' products.
- 3.7 Delivery dates shall be approximate, unless BioNTech Diagnostics has recognized such in writing to be binding.

4. Payment

- 4.1 BioNTech Diagnostics' invoices are payable and due 30 days after the invoice date.
- 4.2 The Buyer may only set-off claims of BioNTech Diagnostics against its own, insofar as its claims are non-disputed or determined with res judicata effect.
- 4.3 The Buyer may not claim a right of retention for claims not recognized by BioNTech Diagnostics or not determined with res judicata effect, insofar these claims are based on another contractual relationship.

- 4.4 In the event of late payment, BioNTech Diagnostics shall assess interest without a dunning notice, in the amount of 8 % above the valid base interest rate.

5. Restriction for use

Products of BioNTech Diagnostics may be used for research and diagnostic purposes only, and only to the extent that the respective instructions for use do not further restrict the scope of application. The specifications of the respective instructions for use regarding the intended use and potential territorial restriction must be strictly observed. The use of diagnostic products for diagnostic purposes is reserved for healthcare professionals.

6. Retention of title

- 6.1 BioNTech Diagnostics reserves ownership title to the delivered goods until receipt of all the Buyer's due payments.
- 6.2 In case of Buyer's behavior in breach of the contract, especially in case of payment default, BioNTech Diagnostics is entitled to rescind the contract and to take back the reserved property goods.
- 6.3 The Buyer shall handle the reserved property goods with care.

7. Warranty

- 7.1 The Buyer has to inspect goods delivered for quantity, defects and or incorrect deliveries. Notifications of obvious defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing, immediately, at the latest within one week after receipt of the goods. Notifications shall be made to the address of BioNTech Diagnostics GmbH, An der Goldgrube 12, 55131 Mainz. Latent defects shall be notified without undue delay after their discovery, at the latest within one week after their discovery to the aforementioned address. The failure to observe these deadlines shall result in the automatic loss of any deficiency claims which might otherwise have existed.
- 7.2 In case of deficient goods, BioNTech Diagnostics may choose to rectify or replace (supplementary performance). BioNTech Diagnostics is entitled to repeat a failed supplementary performance. If the supplementary performance failed twice, or is rejected by BioNTech Diagnostics or is not acceptable, or a reasonable period of grace for subsequent performance set by the Buyer has expired, the Buyer is entitled to reduce the purchase price or rescind the contract. This will not affect the right to demand damages or compensation for futile expenses.
- 7.3 The limitation period for claims of the Buyer resulting from defects shall be one year following delivery of the goods. This limitation period does not apply for claims for compensation for Buyer's damages and expenses resulting from intent or gross negligence by BioNTech Diagnostics, maliciously concealed defects, personal injuries, claims under the German Product Liability Act, or in the event that a guarantee (according to § 443 of German Civil Code) is given by BioNTech Diagnostics.

8. Liability

- 8.1 Subject to the provisions in section 8.3, BioNTech Diagnostics shall be liable for damages which were caused by intentional misconduct, gross negligence, or negligent breach of material contractual obligation of BioNTech Diagnostics or its legal representatives, employees, or auxiliary persons. In case where BioNTech Diagnostics is liable for slightly negligent breach of material contractual obligation, the liability is limited to damages and reimbursement of expenses in the amount of the typical and foreseeable losses.
- 8.2 BioNTech Diagnostics is not liable for damages and expenses arising from (a) the violation of an obligation of the Buyer, including clause 3.5 and 3.6, or (b) the use of BioNTech Diagnostics' product for other purposes than the intended use indicated in the instructions for use, except to the extend such damages are caused by BioNTech Diagnostics pursuant to clause 8.1.
- 8.3 Claims under the German Product Liability Act as well as claims for death, personal injuries or a guarantee (according to § 443 of German Civil Code) remain unaffected. The same applies in case of maliciously concealed defects by BioNTech Diagnostics or in case of initial impossibility, insofar BioNTech Diagnostics did know or should have known about the initial impossibility at the time of the conclusion of the contract.

- 8.4 As far as the liability of BioNTech Diagnostics is limited, this limitation applies also for its employees, legal representatives, or auxiliary persons.
- 8.5 The limitation of liability according to clause 8.1 to 8.4 applies also for Buyer's damages, arising from the infringement of protective rights of third parties. BioNTech Diagnostics shall not be liable for any infringement of protective rights of third parties, if said third party rights did not exist at the time of transfer of risk.

9. Miscellaneous

- 9.1 Place of performance is Mainz. Any disputes arising out of or in connection with the respective contract shall be submitted to the courts of Mainz, which shall have exclusive jurisdiction.
- 9.2 The legal relations of the parties in relation to the respective contract shall be governed by the laws of Germany under exclusion of the conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.
- 9.3 Should any provision of this agreement be or become partially or completely invalid, the remaining provisions remain unaffected. Instead of the invalid provision, the legally valid provision shall apply, which comes economically closest to the purpose of the invalid one. The same shall apply in the case of an omission.