

GENERAL TERMS AND CONDITIONS

Enantis	Enantis s.r.o., with registered address: Kamenice 771/34, Bohunice, 625 00 Brno, ID No.: 27676013
Enantis E-shop	Enantis' online shop located at www.enantis.com/eshop .
Product	FGF2-STAB®, FGF2-STAB® MEAT, FGF2-STAB® Cosmetics, FGF10-STAB®, FGF18-STAB, HLD screening kit.
Product Documentation	Product is delivered with Safety Data Sheet drafted in accordance with, Regulation (EC) No. 1907/2006, technical documentation and Certificate of Analysis
Delivery and costs	Product will be sent to the Customer's address of choice. Enantis assumes the risk of loss and damage to the Product until it is handed to a carrier (CPT, Incoterms® 2020).
Use	Specific intended use of the Product is indicated on the Product's label (vial) and/or in the Product Documentation. Product is not tested for use in food, drug or medical devices, unless otherwise stated in Product Documentation.
Limited label use license	Customer is given a limited license to use Enantis IP for its own internal research.
Intellectual Property	Enantis retains all Intellectual Property rights in the Product or the Product Documentation unless agreed otherwise.
Defects	The period for notifying visible defects is 10 days from delivery of Product. Enantis shall in its sole discretion: <ul style="list-style-type: none">– replace defective Product with Product of the correct quality and quantity;– return the price paid for the defective Product.
Warranty	Warranty is given during the duration of expiration period stated in the Product Documentation. Enantis does not provide warranty that the Product is fit for any specific use, purpose, or result.
Payment	The payment shall be made 30 days after receipt of an invoice at the latest. The statutory interest rate applies to any late payments.
Termination due to late payment	Enantis may terminate the Agreement if the Customer fails to pay any amount 2 weeks after receiving written request.

1. Scope

1.1. Enantis s.r.o., with registered address: Kamenice 771/34, Bohunice, 625 00 Brno, ID No.: 27676013 ("**Enantis**") provides its customers ("**Customer**") with following products:

- FGF2-STAB® - Thermostable human recombinant FGF2 for research use,
- FGF2-STAB® MEAT - Thermostable FGF2 of different species intended for cultured meat media use
- FGF2-STAB® Cosmetics - Thermostable FGF2 developed for cosmetics use
- FGF10-STAB® - Thermostable FGF10 for research use
- FGF18-STAB - Thermostable FGF18 for research use
- HLD screening kit - Haloalkane dehalogenase kit

("Product")

further specified in Product Documentation. "**Product Documentation**" means Certificate of Analysis, technical documentation, Safety Data Sheet and other documents such as packing list provided together with the Product to the Customer.

1.2. These general terms and conditions of sale ("**Terms**") shall apply to any purchase of Product made by the Customer. Terms together with Product Documentation, other Purchase Documents accompanying or referencing these Terms, comprise the entire agreement between Enantis and Customer ("**Agreement**"). "**Purchase Document**" means any document provided by Enantis throughout the purchase of the Product to the Customer, including but not limited to offers, quotations, invoices, limited use label license etc.

1.3. These general terms and conditions ("**Terms**") also apply to any purchase of Product made by the Customer via Enantis e-shop at www.enantis.com/eshop ("**E-shop**").

1.4. These Terms shall prevail over any Customer's terms and conditions. Enantis does not accept any procurement terms of the Customer, or any other standard terms attached to the acceptance (see below) are hereby expressly refused and do not form part of the Agreement.

1.5. These Terms do not apply to cases where a person intending to purchase Products as a consumer as defined in § 419 of the Civil Code.

1.6. If the parties conclude a separate agreement, the terms of such agreement shall prevail to the extent they are inconsistent with these Terms.

2. Offer and Acceptance

2.1. Standard Ordering Process

2.1.1. Enantis shall submit to the Customer a Quotation ("**Quotation**"), typically in PDF format via electronic mail, based on the Customer's inquiry.

2.1.2. The Quotation shall contain the description of the Product, price, costs, and contact persons.

2.1.3. Unless otherwise specified, the Quotation is valid for thirty (30) days after its receipt.

2.1.4. The Agreement is concluded when the Customer delivers a written acceptance (including via e-mail or an institutional Purchase Order) and Enantis confirms the receipt of such acceptance.

2.1.5. Customer may not modify or cancel the Agreement without Enantis's prior written consent. In case Enantis incurs any costs, Customer shall cover such cost for modification or cancellation of the Agreement.

2.2. Enantis E-shop Ordering Process

2.2.1. All presentations on the Enantis E-shop are informative and Enantis is not obliged to conclude an agreement regarding these Products.

2.2.2. To order Products, the Customer adds items to the virtual shopping cart and fills out the order form ("**Order**") with identification details, shipping address, and selects a payment method.

2.2.3. The Customer sends the Order by clicking the "**Place Order**" button; by doing so, the Customer confirms they have the necessary authorization to handle the Products.

2.2.4. Enantis shall without undue delay confirm the receipt of the order to the Customer by electronic mail to the email address of the Customer stated in the Order ("**Customer's Electronic Address**"). The Agreement is concluded upon delivery of the confirmation of the Order ("**Confirmation**"), which is sent by Enantis to the Customer by e-mail to the Customer's Electronic Address.

2.2.5. If Enantis cannot fulfill specific requirements (e.g., availability), it will contact the Customer with a modified Quotation; in such case, the Agreement is concluded only upon Customer's confirmation of this change.

2.3. Modifications and Cancellations

2.3.1. Customer may not modify or cancel the Agreement without Enantis's prior written consent.

2.3.2. In case of any such modification or cancellation, the Customer shall cover all costs incurred by Enantis.

3. Delivery

3.1. Products shall be delivered to Customer as concluded in the Agreement. Any timelines contained in the Enantis communication are estimates only and shall not give rise to claims against Enantis. In case of any delay, Enantis will inform the Customer in due time.

3.2. Unless otherwise agreed in writing, Products are shipped using Enantis's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on in the Quotation:

a) delivery of Products shall be made Carriage Paid To Customer's Ship-To Address (INCOTERMS® 2020),

b) freight costs shall be prepaid by Enantis and added to the amount invoiced to Customer, and; in case Customer; if Customer provides a valid carrier account number, freight costs shall be billed directly to such account and shall not be invoiced by Enantis.

- 3.3. Enantis may decide to make partial shipments of Product. Customer shall pay for the amount of Product shipped. Customer shall not be entitled to reimbursement for any additional costs due to the partial shipments of Product.
- 3.4. The Customer acknowledges that in case of international shipping, higher prices and additional costs associated with international transport (customs duties and other fees) will be charged.
- 3.5. The delivery time of the Products always depends on its availability and the chosen method of delivery and payment. The estimated delivery time of the Product will be communicated to the Customer in the Confirmation. The time stated on the E-shop is only indicative and may differ from the actual delivery time.
- 3.6. In the event that the method of transport is agreed upon based on a special request of the Customer, the Customer bears the risk, and any additional costs associated with this method of transport.
- 3.7. The risk of damage to the Product passes to the Customer upon handing over the Product to the (first) carrier.
- 3.8. Upon receipt of the Products from the carrier, the Customer is obliged to check the integrity of the packaging of the Products and in case of any defects to immediately notify the carrier. In case of finding a breach of packaging indicating unauthorized entry into the shipment, the Customer does not have to accept the shipment from the carrier. Any later claims regarding defects in the packaging or unauthorized entry into the shipment will not be taken into account.

4. Use of Products

- 4.1. When testing, using, manufacturing or otherwise handling of Product, Customer shall comply with all instructions, Product Documentation made and Purchase Documents available by Enantis.
- 4.2. Customer acknowledges that the specific intended use of the Product (e.g., "research use only" or "cosmetic use") is always indicated on the Product's label (vial) and/or in the Product Documentation. The Customer acknowledges this information and undertakes to use the Product strictly in accordance with such indicated use. Unless otherwise explicitly stated in the Product Documentation, the Product is not tested for safety and use in food, drugs, medical devices, or any other unauthorized commercial use.
- 4.3. **Research Use Only:** Enantis hereby grants to Customer and Customer accepts right to:
 - a) purchase the Product from Enantis,
 - b) use and have used the Product in research.
- 4.4. **Cosmetic Use:** Enantis hereby grants to Customer and Customer accepts right to:
 - a) purchase the Product from Enantis,
 - b) resell and have resold, offer for sale, import and have imported the Product as a part of Customer's products,
 - c) use and have used the Product in research, development and manufacture of Customer's products,
 - d) incorporate and have incorporated the Products into Customer's products,

- e) sell, have sold, distribute, have distributed, offer to sell, import and have imported Customer's products.

4.5. Customer is responsible for:

- a) obtaining any Intellectual Property rights related to the use of Product, if necessary,
- b) ensuring compliance with all applicable law requirements and generally accepted industry standards, and
- c) conducting all necessary testing and verification, including for fitness for the intended purpose of use by the Customer.

5. Intellectual Property

5.1. For Enantis' Intellectual Property rights provided to the Customer, the following terms shall apply.

5.2. "Intellectual Property" means:

5.2.1. patents, improvements, inventions, rights to inventions, trademarks, service marks, registered designs, copyrights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above, and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, and

5.2.2. all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs.

5.3. The Intellectual Property rights to the Product and Product Documentation ("**Enantis IP**") are exclusively owned by Enantis, its licensors and/or suppliers of Enantis or its affiliates, and title to the Intellectual Property rights shall not pass to Customer or any other third party.

5.4. Limited label use license. Unless expressly agreed otherwise in a separate agreement, Enantis only grants the Customer a limited license to use Enantis IP for Customer's internal research purposes. Customer has no express or implied authorization or a license from Enantis to use such Enantis IP for any other purposes, including, without limitation, incorporate Enantis IP in its own products, to use Enantis IP in development of any products, or for any other commercial purposes.

5.5. Enantis may provide additional commercial license if the Customer so requests. The specific terms and conditions of such commercial license shall be agreed upon individually in a separate written agreement.

5.6. Enantis exclusively owns all Intellectual Property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for Enantis, or jointly by Enantis and Customer in relation to processes, designs and methods utilized in manufacture of any products using Product or Enantis's Intellectual Property. Customer agrees to transfer and assign to Enantis all right, title, and interest in and to any joint Intellectual Property.

5.7. Customer shall not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Product or the combination of the Product with any other product.

- 5.8. Neither party is entitled to use the proprietary name, logos, trademarks or other Intellectual Property of the other party for the purpose of advertising or other public presentation, whether in written or electronic form, unless expressly agreed otherwise.

6. Acceptance and defects

- 6.1. Enantis is liable for defects that the Products have at the moment when the risk of damage to the Products passes to the Customer.
- 6.2. Customer shall inspect Product no later than ten (10) days after its delivery and notify Enantis in writing of any defects in quality or quantity of the Product as opposed to the specification of the Product in the Quotation and/or Product Documentation, including defects in packaging (“**Defective Product**”). In the notification, Customer shall include a brief description of Defective Product and the amount or specification of Defective Product. Enantis is not responsible for any defect caused by transportation of Product or its improper storage or handling by Customer.
- 6.3. Enantis reserves the right to inspect Defective Products. Customer shall return the Defective Product to Enantis or provide further documentation of the Defective Product if necessary.
- 6.4. If Customer fails to notify Enantis of any Defective Product in ten (10) days after the delivery of Product, the delivered Product will be deemed as accepted without any defects.
- 6.5. If notified in accordance with Section 6 and the Product is deemed as Defective Product by Enantis, Enantis shall, in its sole discretion, thirty (30) days from receiving the notification or Defective Product:
- 6.5.1. replace such Defective Product with Product of the quality and quantity as stated in the Quotation and Product Documentation at its own expense;
 - 6.5.2. return the price for such Defective Product or any part of to the Customer if already paid by the Customer.

7. Price and Payment

7.1. Standard Order

- 7.1.1. Customer shall purchase Product for the prices stated in the Quotation, plus VAT if applicable at the time and place of delivery. If not included in the Quotation, any ancillary costs such as costs for packaging, shipping, taxes or insurance expenses and customs duty must be remunerated separately by Customer, if not borne by the Customer directly. Enantis shall invoice such additional costs on the Product invoice and clearly identify them separately on the invoice.
- 7.1.2. The Customer shall pay the invoices within thirty (30) days upon receipt to an account stipulated on the invoice. If the Customer does not raise any justified objections regarding the invoice within five (5) days from its receipt, such invoice shall be deemed accepted by the Customer.
- 7.1.3. All payments shall be done in the currency specified on the invoice.

7.2. Enantis E-shop Order

- 7.2.1. Payment of the price will be requested after the conclusion of the Agreement and before the delivery of the Products by online card payment. Payment details will be sent to the Customer as part of the Confirmation.

- 7.2.2. The payment is processed via the Comgate payment gateway, and the payment is subject to the terms and conditions of this payment gateway, which are available at: <https://www.comgate.cz/files/obchodni-podminky-comgate-as-od-23-08-2024.pdf> or their newer version. In the case of online card payment, the price is due within 72 hours.
- 7.2.3. The invoice will be issued electronically on the day the Products are shipped and after the price has been fully paid and will be sent to Customer's Electronic Address.
- 7.3. In case of a late payment of any accepted amount by Customer, Customer shall pay annual interest corresponding to the rate of the repo rate set by the Czech National Bank for the first day of the calendar half-year in which the default occurred, increased by 8 percent.
- 7.4. The ownership right to the Products transfers to the Customer after the Customer has paid the price and received the Products. The price is considered paid when it is credited to Enantis' bank account.

8. Warranty

- 8.1. Enantis warrants that Product will conform to the Product Documentation or any other Product specification made by Enantis for the duration of the expiration period stated in the Product Documentation ("**Warranty Period**").
- 8.2. Except for the warranty set forth above, Enantis makes no other warranty with respect to Product (including any uses thereof) or any other information that it provides, including:
 - 8.2.1. warranty of fitness for a particular purpose or result; or
 - 8.2.2. warranty of merchantability
 - 8.2.3. warranty against infringement of any rights of a third party, including intellectual property rights.
- 8.3. Any suggestions by Enantis regarding the use or suitability of Product shall not be construed as a warranty.
- 8.4. The defects of the Product must be notified as soon as the defect arises or during the Warranty Period at the latest.
- 8.5. The warranty set forth in Section 8.1 shall not apply if any defect is caused by improper transportation, storage or handling of the Product by the Customer.
- 8.6. Subject to the conditions set forth above in this Section, Enantis shall, in its sole discretion:
 - 8.6.1. replace Products (or the defective part thereof) or
 - 8.6.2. return the price of such Product or the part thereof.
- 8.7. The remedies set forth herein shall be Customer's sole and exclusive remedy and Enantis's entire liability for any breach of its warranty.

9. Returns

Customer shall not return Products without Enantis 's prior written consent. Enantis reserves the right to inspect the Product at Customer's site and/or require disposal instead of return. All returns must be made in compliance with Enantis 's instructions and may be subject to additional charges. Title to returned Products shall transfer to Enantis upon acceptance at the place designated by Enantis.

10. Limitation of Liability and Indemnification

- 10.1. Customer assumes all risk and liability for loss, damage or injury to persons or to property of Customer or others arising out of the transport, storage or use of Product, including infringement of any third-party rights resulting from Customer's specific use of Product.
- 10.2. Customer shall indemnify and hold Enantis, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses:
 - 10.2.1. arising from or in connection with the transport, storage, sale or use of Product,
 - 10.2.2. resulting from Customer's breach of the Agreement, and/or
 - 10.2.3. arising from the negligence, recklessness or misconduct of Customer, its affiliates, or their respective agents, employees, partners or subcontractors.
- 10.3. If any third party asserts a claim against Enantis, its affiliates, or their respective representatives for any loss, damage, or injury arising out of the Customer's transport, storage, specific use, or resale of the Product, the Customer shall, at its own expense, defend Enantis against such claim. Furthermore, the Customer shall indemnify and hold Enantis harmless for any and all costs, legal fees, and damages awarded against Enantis or paid by Enantis in a settlement related to such third-party claims.
- 10.4. Except as otherwise expressly provided herein, Enantis shall not indemnify nor be liable to Customer or any person or entity for any claim, damage or loss arising out of the Product, including the sale, transport, storage, failure, use or distribution thereof.
- 10.5. In addition, Enantis shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Customer to a third party. The total liability of Enantis hereunder shall not exceed the total purchase price of Product.

11. Termination

- 11.1. In addition to any other remedies provided hereunder, Enantis may immediately terminate the Agreement upon written notice in case Customer:
 - 11.1.1. fails to pay any amount within 2 weeks after the receipt of Enantis written request;
 - 11.1.2. has not otherwise performed or complied with the Agreement in whole or in part; or
 - 11.1.3. becomes insolvent, files a petition for bankruptcy or commences or has commenced against proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Confidential Information

- 12.1. The Parties agree to keep confidential any non-public or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Enantis to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Customer for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless given a prior written consent by Enantis. Upon request, Customer shall promptly return or destroy any documents and other materials received from Enantis
- 12.2. Notwithstanding any other provision of this Agreement, following information shall not be confidential:
- a) information within the public domain prior to its disclosure;
 - b) information known to the Customer at the time of disclosure; or
 - c) information rightfully obtained by Customer on a non-confidential basis from a third party.

13. Force Majeure

If the performance by a party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of the Agreement because of that delay in performance. However, if the delay in performance lasts more than 3 months, the other party may terminate the Agreement with immediate effect by giving written notice to the party whose performance is delayed or prevented.

14. Miscellaneous

- 14.1. These Terms govern the contractual relationship of the parties in relation to the purchase of Product solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Agreement shall be agreed upon in writing. Any general terms and conditions of the Customer are excluded.
- 14.2. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). Any legal proceedings arising out of or relating to the Agreement shall be instituted in courts located in the Czech Republic. The territorial jurisdiction of the Czech court shall be determined based on the registered office of Enantis.
- 14.3. Should one or more of the provisions contained in the Agreement be held invalid, illegal or unenforceable by a court or tribunal with jurisdiction to do so, then the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affect the parties' substantive rights. In such instance, the parties will use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.
- 14.4. The relationship of the parties is that of independent contractors, and nothing herein will be construed as establishing one party or any of its employees as the agent, legal representative, joint ventures, partner or employee of the other. Neither party will hold itself out as being the agent, legal representative, joint venturer, partner or employee of the other party or as having authority to represent or act for the other party in any capacity whatsoever.

- 14.5. These Terms govern the contractual relationship of the parties in relation to the purchase of Product solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Agreement shall be agreed upon in writing. Any general terms and conditions of the Customer are excluded.
- 14.6. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in the Czech Republic, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The territorial jurisdiction of the Czech court shall be determined based on the registered office of Enantis.
- 14.7. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing, including e-mail or other form of electronic communication.
- 14.8. Notwithstanding the termination of the Agreement, the following provisions: Sections 4, 5, 8, 10 12 shall remain in force.
- 14.9. The processing of personal data by Enantis is governed by its Privacy Policy.