

## **General Terms and Conditions - Services of TAmiRNA GmbH** (hereinafter referred to as “TAmiRNA”)

Last updated: Feb 1<sup>st</sup>, 2025

### **1. Scope**

- 1.1. These General Terms and Conditions shall apply to all legal transactions between TAmiRNA and its Customers with regard to all offered services insofar as Parties have not deviated in the Quote from the content of these General Terms and Conditions.
- 1.2. General Terms and Conditions may be subject to modifications by TAmiRNA.
- 1.3. General terms and conditions of a Customer shall not apply. TAmiRNA shall not be required to object to any general terms and conditions of the Customer.

### **2. Conclusion of the Quote**

- 2.1. Upon a request from Customer, TAmiRNA will reply to Customer in writing, specifying the project cost and volume (“TAmiRNA Offer”).
- 2.2. TAmiRNA will submit a Quote to the Customer. Unless otherwise agreed in the Quote, the Customer will be legally obligated to purchase the services if Customer accepts TAmiRNA’s Quote within 30 days from the date stated in the Quote. If the Customer does not accept the TAmiRNA’s Quote within this period, the Offer will expire and will no longer be valid.
- 2.3. The Customer undertakes that all information and details provided to TAmiRNA for the purpose of purchasing are accurate and complete. The services described constitute an offer without any binding obligation for TAmiRNA to provide the services to the Customer until acceptance of the Offer is confirmed by TAmiRNA.
- 2.4. To accept a Quote and enter into an agreement with TAmiRNA, the individual has to be at least 18 years of age, shall not be limited in its legal capacity and/or shall be authorized to conclude legal transactions on behalf of the organization.

### **3. Samples**

- 3.1. Samples shall be delivered at Customer’s sole responsibility. Therefore, the Customer is responsible for proper packaging and the shipment. All samples provided for analysis shall be in an anonymized form. TAmiRNA performs blinded analysis of samples received.
- 3.2. TAmiRNA – at its sole discretion – shall be entitled to reject samples if the samples are not appropriate and/or the quality of the samples is not sufficient.
- 3.3. The samples that may be rejected by TAmiRNA include but are not limited to:
  - 3.3.1. Samples that have been transported or stored under inappropriate environmental conditions;
  - 3.3.2. Samples that do not pass the integrity check.
- 3.4. In case a failure renders the sample unsuitable during sample processing – under the responsibility of TAmiRNA – the analysis will not be charged and the samples will be returned to Customer free of charge. In case a sample

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#### **Company Facts**

UID: ATU68320738  
FN / commercial registry no: 406620x  
Place of jurisdiction: HG Wien

#### **Banking**

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is unsuitable for reasons for which Customer is responsible, the cost incurred by TAmiRNA will be charged to Customer.

- 3.5. **Retention Period of Customer samples.** Unless applicable law requires a longer storage period or Customer and TAmiRNA have agreed to a longer period in writing in a Quote, TAmiRNA shall retain Customer samples for a period of six (6) months from the completion of the services ("Retention Period").

Following the expiration of the Retention Period, TAmiRNA shall destroy the Customer samples, unless the Customer provides a written request for an alternative arrangement at least two (2) weeks before the Retention Period ends. If such request is made, TAmiRNA may

- 3.5.1. Store the Customer samples beyond the Retention Period for an additional fee as specified in the Quote;  
or  
3.5.2. Return Customer samples to Customer at Customer's sole cost and risk.

#### **4. Obligations of Customer**

- 4.1. Customer shall timely and appropriately provide TAmiRNA with any and all documentation, information and samples that TAmiRNA needs for the proper and timely performance of the services.
- 4.2. Customer guarantees the accuracy, completeness and reliability of the information and documentation provided to TAmiRNA.
- 4.3. Any additional costs and/or damage caused by a delay in the execution of the Quote as result from the Customer's failure to timely provide TAmiRNA with the requested information, documentation and/or samples shall be borne by Customer.

#### **5. Delivery Date**

- 5.1. If the Quote specifies that TAmiRNA requires an advance payment, or if the execution of the Quote depends on the Customer providing necessary information, documentation, or samples, the timeline for completing the services will not commence until the advance payment has been received and/or all required information, documentation, and samples have been provided by the Customer.
- 5.2. Any times or dates set forth in the Quote for provision or completion of the services are estimates and no strict deadlines, unless otherwise agreed in the Quote.
- 5.3. If times or dates set forth in the Quote for provision or completion of the services cannot be complied with due to an unforeseeable event at TAmiRNA, TAmiRNA shall not be liable for any inconveniences, damages and/or claims of the Customer. TAmiRNA will inform the Customer within due time.
- 5.4. The performance of services takes place after the conclusion of the Quote, unless applicable import or export regulations, sanctions etc. conflict with it.
- 5.5. Unless otherwise agreed, the delivery of samples/sample materials to Customer shall be FCA (Incoterms 2020) Leberstraße 20, 1110 Vienna.
- 5.6. If the delivery/fulfillment is delayed and/or impossible due to a fault of pre-suppliers, TAmiRNA shall not be liable for any inconveniences and/or damages of the Customer.

#### **6. Prices and Payment**

- 6.1. All prices are indicated in EURO and are expressed to be exclusive of value added tax (VAT) or similar indirect taxes (e.g. goods and service tax). VAT/indirect taxes shall be added to the payments due to the terms, if legally applicable. Fees specified in the Quote do not include costs for transport and delivery and additional unexpected checks of the integrity of samples, each except as expressed otherwise in the Quote.

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- 6.2. All invoices shall be paid by wire transfer (incl PayPal), without deduction. Bank charges shall be borne by Customer.
- 6.3. If services shall be invoiced in a currency other than EUR, TAmiRNA shall have the right to convert the foreign currency to EUR based on currency rates, which are calculated by TAmiRNA in line with the current expense rates at the invoice date. The Purchaser gets informed accordingly before the invoice is issued.
- 6.4. If not otherwise stated in the Quote the payment shall take place in advance. In case a final payment is agreed, the final invoice shall be issued by TAmiRNA at the time of submitting of the deliverable(s).
- 6.5. In case payment in advance is agreed and such payment in advance was not duly and fully paid by Customer, TAmiRNA
- 6.5.1. shall not submit the deliverables to Customer; and
- 6.5.2. shall submit the final invoice to Customer (once the deliverables are finalized by TAmiRNA).
- 6.6. The Customer is obliged to pay the amount due as outlined in the invoice (if not otherwise stated 10 days from date of invoice).
- 6.7. **Late Payment.** If Customer does not fulfil its payment obligations within the agreed term, TAmiRNA is entitled to charge interests on overdue payments at a rate of eight percent (8%) above the interest rate of the [European Central Bank](#) (marginal lending facility), applicable on the due date. In addition, TAmiRNA is entitled to charge additional processing and dunning fees from Customer. The payment of such interest shall not foreclose TAmiRNA from exercising any other rights it may have as a consequence of the lateness of any payment.
- 6.8. **Withholding by Customer.** All payments by Customer hereunder shall be made in full without any deduction or withholding whatsoever and free and clear of and without any deduction or withholding for or on account of any taxes.

## 7. Reservation of Proprietary Rights

Until full payment, the Customer shall not issue any press release or other public announcements relating to this Quote or its deliverables without obtaining TAmiRNA's written approval. Upon full payment Customer shall be free to publish or publicly disclose results and/or deliverables of the activities under the Quote.

## 8. Term and Termination

- 8.1. Unless otherwise defined in the Quote, the ordered services shall begin on Date, as provided in the Quote (if no Date is provided in the Quote the Date of delivery of the Quote to the Customer shall be the Effective Date).
- 8.2. Unless terminated sooner as provided herein below or by a mutual agreement, the Quote shall remain in force and shall expire upon completion of the services according to the Quote.
- 8.3. **Termination for Insolvency.** Either Party may terminate the Quote, if legally permissible, immediately if the other Party is declared insolvent or commits an act of bankruptcy, compounds with its creditors, makes an assignment for the benefit of creditors, or liquidates all or substantially all of its business that relates to the Quote.
- 8.4. **Termination for Material Breach.** Upon any material breach or default of the Quote by one of the parties, the other party shall have the right to terminate the Quote and the rights, privileges and license stipulated hereunder upon ninety (90) days written notice to the party being in material breach or default. Such termination shall become effective immediately at the expiration of such notice period unless the party being in material breach or default shall have cured any such breach or default prior to the expiration of the ninety (90) day period following its receipt of the notice thereof.
- 8.5. **Effect of Termination.** All rights and obligations of the Parties set forth herein that expressly or by their nature survive the expiration or termination of the Quote, shall continue in full force and effect subsequent to and

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notwithstanding the expiration or termination of the Quote until they are satisfied or by their nature expire and shall bind the Parties and their legal representatives, successors, and permitted assigns.

## **9. Intellectual Property / Service Results**

- 9.1. Any and all inventions, processes, methods, know-how, trade secrets, improvements, other intellectual properties and other assets, including but not limited to analytical methods, algorithms, procedures, assays, testing techniques, procedure manuals, personnel data, financial information, computer technical expertise and software, which have been developed or generated by TAmiRNA and/or its Affiliates independent of this Agreement and the Services provided; as well as any improvements, modifications, upgrades or other changes thereto; and improvements, modifications, upgrades or other changes to TAmiRNA background technology and all files, software, data and information developed or generated by TAmiRNA and any know-how, methodologies or processes used or developed by TAmiRNA to provide its services to the Customer under the Quote that are of general applicability (and that are not part of the service deliverables) and any copyrights, trademarks, patents, trade secrets or any other proprietary rights thereon ("TAmiRNA Improvements") remain the sole and exclusive property of TAmiRNA or the third party engaged by TAmiRNA.
- 9.2. Customer is prohibited to reproduce, publish or use for commercial purposes any TAmiRNA intellectual property or TAmiRNA Improvements without TAmiRNA's prior written consent.
- 9.3. Customer has the right to use the service deliverables performed, fully and freely, from the moment of full payment.
- 9.4. TAmiRNA reserves the right to use the service deliverables for internal analytical purposes as well as for the further improvement of its processes and methods.
- 9.5. TAmiRNA shall be entitled, at its own discretion and expense, to prepare, file, prosecute, maintain, enforce and defend patent applications with respect to TAmiRNA Improvements.

## **10. Force Majeure**

A party shall not be held liable to the other for any delay in performance or non-performance of that party directly or indirectly caused by reason of force majeure including, but not limited to, industrial disputes, strike, lockouts, riots, mobs, epidemic, pandemic, fires, floods, or other natural disasters, civil strife, embargo, lack or failure of transport facilities, currency restrictions, or events caused by reason of laws, regulations or orders by any government, governmental agency or instrumentality or by any other supervening circumstances beyond the control of either party. Provided, however, that the party affected shall give prompt written notice to the other party of the date of commencement of the force majeure, the nature thereof, expected duration, and shall use its best efforts to avoid or remove the force majeure to the extent it is able to do so; and shall make up, continue and complete performance when such cause is removed to the extent it is able to do so.

## **11. Warranty**

- 11.1. Special features or functionalities of any services shall only be considered part of the agreement between TAmiRNA and the Customer if they are explicitly documented in the Quote.
- 11.2. TAmiRNA will perform all services with reasonable skill, care and diligence, in accordance with the Quote and professional standards.
- 11.3. TAmiRNA shall fulfill its obligations under the Quote with due observance of and in compliance with the applicable laws and regulations.

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- 11.4. The services provided by TAmiRNA have research character. Therefore, TAmiRNA cannot guarantee to be successful in all work-packages or specific outcomes. There is no liability of TAmiRNA in case the performance of the Services will not be successful.

The Customer acknowledges that TAmiRNA cannot guarantee that the services will always be performed to a result or a correct result and that TAmiRNA does not provide any guarantee that the results will be suitable for Customer's purposes or that the results will not infringe third party's intellectual property rights. The Customer assumes sole responsibility for the use of the deliverables.

- 11.5. The Customer shall notify TAmiRNA in writing of any complaints regarding the services within 14 days of the date of dispatch of the relevant documents or information. If the performance provided by TAmiRNA does not objectively align with the agreed nature, content or scope of the Quote, the Customer may request an improvement of the services. The Customer is not entitled to any other warranty claims. Such complaints shall not suspend the Customer's obligation to pay any unrelated fee or expenses due. Filing a complaint does not suspend the obligation to pay fees or expenses due to TAmiRNA.
- 11.6. If the Customer fails to notify TAmiRNA of a complaint in writing within the specified timeframe (as outlined in Section 11.5), the services shall be considered approved, notwithstanding any other statutory consequences.

## **12. Limitation of Liability**

- 12.1. TAmiRNA shall not be liable for damages that do not arise directly from the performance of the services; this includes but is not limited to, lost profits as well as indirect, incidental, exemplary, special, consequential and/or punitive damages.
- 12.2. Any liability claims of Customer prescribe six (6) months after the damages were or could have been known to Customer, as far as legally permissible.
- 12.3. TAmiRNA's aggregate liability for any damage claims of Customer shall not exceed fifty percent (50%) of the aggregate amount paid by the Customer to TAmiRNA for the rendered services, provided, however that this limitation of liability shall not apply to claims arising from intentional or wilful misconduct, fraud or intentional breach of its contractual obligations by TAmiRNA or cases of personal injury.

## **13. Copyright**

All displayed corporate symbols of other companies, pictures and graphics are a property of such companies and are protected by copyrights of them. All photos represented on this website, all logos, texts, reports, scripts and program routines which are developments of TAmiRNA or have been processed by TAmiRNA must not be copied or used without the prior written consent of TAmiRNA. All further rights are reserved.

## **14. Jurisdiction and Governing Law**

- 14.1. All disputes or claims arising out of or in connection with the Quote including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrator appointed in accordance with the said Rules. The provisions on expedited proceedings are applicable. The substantive law of Austria shall be applicable without regard to the conflicts-of-laws provisions of such law and without United Nations Convention on Contracts for the International Sale of Goods, 1980. The language to be used in the arbitral proceedings shall be German or English. Documents shall either be submitted in German or English language.
- 14.2. These General Terms and Conditions are governed by the laws of Austria except for
- 14.2.1. its conflict of laws provisions and
  - 14.2.2. for the UN Convention on Contracts for the International Sale of Goods.

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## 15. Miscellaneous

- 15.1. **Subcontracting.** TAmiRNA may subcontract the performance of certain of its obligations under these General Terms and Conditions to qualified third parties, provided that
- 15.1.1. the subcontractor performs those services in a manner consistent with these General Terms and Conditions, and
  - 15.1.2. TAmiRNA remains liable for the performance of the applicable services and for such subcontractor's compliance with the obligations hereunder.
- 15.2. The Customer is not entitled to set off any claims against payment.
- 15.3. The invalidity of any provision of these General Terms and Conditions shall not affect the validity of any other provision hereof. The parties undertake to replace the invalid provision with another provision which reflects legally the originally intended commercial objectives of the parties as closely as possible. Any oral agreements have to be confirmed by TAmiRNA in writing.
- 15.4. The Customer hereby agrees that TAmiRNA may wholly or partially assign the Quote or any rights or obligations under this Quote to a Third party.
- 15.5. The Customer shall immediately notify TAmiRNA in case of a change of address and/or contact details. Otherwise, any communication of TAmiRNA to the Customer shall be deemed to be received by the Customer if addressed by TAmiRNA to the address/contact details originally provided by the Customer.
- 15.6. **Counterparts.** The Quote and these General Terms and Conditions may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Quote and these General Terms and Conditions may be executed and delivered by electronic signature (e.g. DocuSign®) or as a file by electronic mail with signatures by hand; all of such shall be binding as originals.

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