



GENERAL TERMS AND CONDITIONS

1 General

- 1.1 The general terms and conditions in their current version shall apply to all services provided by or on behalf of Lipotype GmbH ("**LIPOTYPE**") for the client ("**CLIENT**").
- 1.2 LIPOTYPE provides its services to entrepreneurs (Unternehmer) according to Sec. 14 German Civil Code (Bürgerliches Gesetzbuch – BGB) and public institutions only.

2 Order Process and Agreement

- 2.1 CLIENT may order LIPOTYPE'S services online through LIPOTYPE'S webshop accessible through the website www.lipotype.com ("**WEBSHOP**"). The order process is as follows:
- a) CLIENT must register as customer through the WEBSHOP. CLIENT shall register with its true, accurate and complete information for the WEBSHOP.
 - b) CLIENT places an inquiry for the desired services/packages through the WEBSHOP by choosing the respective products, placing them in the cart and following the provided checkout process. Prices detailed in the WEBSHOP for LIPOTYPE'S services are only an indication and may vary depending on the respective request of CUSTOMER.
 - c) Receipt of CLIENT'S inquiry will be confirmed through an automated email. Such confirmation shall not constitute an acceptance of CLIENT'S inquiry.
 - d) At LIPOTYPE'S discretion LIPOTYPE will provide CLIENT with a binding quotation ("**OFFER**") regarding the requested services via its WEBSHOP and inform CLIENT thereof via email. Alternatively LIPOTYPE will inform CLIENT it will not provide the requested services.
 - e) CLIENT may accept the OFFER by clicking the button "Accept Quotation" within the WEBSHOP or by clicking the hyperlink provided within the OFFER e-mail "Accept Quotation and Place Order" or by providing LIPOTYPE with a signed copy of the OFFER (fax or email is sufficient) or by providing LIPOTYPE with an purchase order signed by an authorized representative of the CLIENT and explicitly referencing the OFFER. By aforementioned acceptance, the parties enter into a respective agreement on the terms and conditions set forth herein and in the OFFER ("**AGREEMENT**").

- 2.2 Where CLIENT requests LIPOTYPE'S services through means other than the WEBSHOP, an AGREEMENT shall only be deemed formed, in case LIPOTYPE provides CLIENT with an OFFER and CLIENT accepts such OFFER by providing LIPOTYPE with a signed copy (fax or email is sufficient) thereof.
- 2.3 LIPOTYPE shall be bound by its OFFER for 30 days following its respective issue.
- 2.4 LIPOTYPE will save a copy of the respective AGREEMENTS, which will not be accessible for CLIENT afterwards.
- 2.5 Upon formation of an AGREEMENT, CLIENT shall have no right to revoke such AGREEMENT.

3 Samples

- 3.1 Together with the OFFER, LIPOTYPE will provide CLIENT with detailed requirements regarding the quantity and quality of the samples necessary for LIPOTYPE to provide the requested services ("**REQUIREMENTS**").
- 3.2 Upon execution of the AGREEMENT CLIENT shall provide LIPOTYPE with the samples according to the REQUIREMENTS.
- 3.3 CLIENT shall
- a) ensure that all relevant or necessary information, instructions and documents are provided to LIPOTYPE in due time before the anticipated conduct of the requested service (not later than one (1) week before the designated date);
 - b) if required, supply LIPOTYPE with any special equipment or personnel necessary for the performance of the requested services;
 - c) inform LIPOTYPE in advance of any known infectious pathogens, hazards or dangers, actual or potential, associated with the requested services or samples.
- 3.4 CLIENT shall bear the sole responsibility for shipment, packaging and compliance of the samples with the REQUIREMENTS. LIPOTYPE shall not be liable for any impairment of the results due to insufficient quality, quantities, packaging or any defects incurred during shipment.
- 3.5 In case CLIENT do not fully comply with the REQUIREMENTS set forth by LIPOTYPE, LIPOTYPE may claim from CLIENT all additional costs reasonably incurred due to LIPOTYPE'S handling of inadequate samples.

- 3.6 Upon completion of the services specified in the OFFER ("**SERVICES**") LIPOTYPE shall destroy any leftover samples. Special disposal charges will be billed to CLIENT if applicable.

4 Services / Results

- 4.1 Upon closing of the AGREEMENT LIPOTYPE shall provide the CLIENT with the SERVICES according to the specifications and terms set forth in the accepted OFFER.
- 4.2 LIPOTYPE shall provide CLIENT via email with an analysis of the results of the SERVICES provided including all the data as defined in the OFFER ("**RESULTS**").
- 4.3 The RESULTS shall consist of a data-sheet(s) of the analysis results generated by LIPOTYPE. Upon explicit request of and at additional costs to the CLIENT, LIPOTYPE shall provide CLIENT with an accompanying document including explanatory notes to the respective findings.
- 4.4 In case due to inferior or inadequate samples provided by CLIENT, LIPOTYPE is unable to generate any or parts of the RESULTS, LIPOTYPE shall be exempt from its obligation to provide CLIENT with RESULTS.
- 4.5 The RESULTS issued by LIPOTYPE represent the data recorded at the time of testing only and within the limits of the instructions received from the CLIENT or, in the absence of such instructions, within the alternative parameters of customary practice.
- 4.6 While performing the SERVICES, LIPOTYPE and its employees, agents and sub-contractors shall fully comply with all applicable laws, regulations, guidelines and administrative decisions.
- 4.7 LIPOTYPE shall not be obliged to store the RESULTS or any other data regarding the SERVICES provided to the CLIENT for more than 12 months following delivery of the RESULTS.

5 Interactive Data Visualization and Analysis

- 5.1 Optional for the CLIENT, LIPOTYPE offers an internet-accessible Interactive Data Visualization and Analysis named Lipotype Zoom ("INTERACTIVE DATA VISUALIZATION AND ANALYSIS"), which may be used by the CLIENT free of charge to view the RESULTS online in addition to the delivery of results via email. The INTERACTIVE DATA VISUALIZATION AND ANALYSIS is internet-accessible, hosted on a third party platform (shinyapps.io), which is accessible through internet browser. Further information regarding the specifications of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS can be found on LIPOTYPE'S

website www.lipotype.com. The use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is subject to a registration with said third party platform, which requires the acceptance of the general terms and conditions of the third party platform. The terms and conditions are accessible for review on the third party platform's website (currently: <https://www.rstudio.com/about/shinyapps-terms-use/>). The LIPOTYPE is not responsible for the terms and conditions and/or services rendered by aforementioned third party platform.

- 5.2 Access to and use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is furthermore subject to a respective inquiry by the CLIENT during the order procedure at LIPOTYPE and a subsequent AGREEMENT between the parties. LIPOTYPE will upload the respective RESULTS to the third party platform hosting the INTERACTIVE DATA VISUALIZATION AND ANALYSIS and cause the third party platform to notify the CLIENT via email regarding the availability of the RESULTS within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS and the registration process with the third party platform required to use the INTERACTIVE DATA VISUALIZATION AND ANALYSIS. The CLIENT hereby allows and accepts the transfer of the RESULTS to aforementioned third party platform as well as the transfer of his email address to the third party platform for the purpose of aforementioned notification. The use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is in each case restricted to the respective RESULTS provided by LIPOTYPE.
- 5.3 The INTERACTIVE DATA VISUALIZATION AND ANALYSIS containing the CLIENTS's RESULTS will stay online for a period of 6 months from the date it was first made available to CLIENT ("**UPTIME**"). After aforementioned UPTIME, the INTERACTIVE DATA VISUALIZATION AND ANALYSIS will be taken offline without further notice. LIPOTYPE and CLIENT may agree on an extension of the UPTIME on a case-by-case basis. LIPOTYPE may, at its discretion, at any time decide to shut down the INTERACTIVE DATA VISUALIZATION AND ANALYSIS. In such case, the data stored within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS (e.g. RESULTS) will not be accessible anymore for the CLIENT. LIPOTYPE will notify the CLIENT 4 weeks before such shut down takes place and such shut down shall not interfere with the respective UPTIME.
- 5.4 Any and all intellectual property rights relating to the INTERACTIVE DATA VISUALIZATION AND ANALYSIS shall remain with LIPOTYPE and CLIENT shall only be allowed to use the INTERACTIVE DATA VISUALIZATION AND ANALYSIS to analyse the RESULTS. CLIENT shall especially not be allowed to download and/or decompile the INTERACTIVE DATA VISUALIZATION AND ANALYSIS.

6 Intended Use of Results

The RESULTS are intended for research, non-clinical, non-diagnostic purposes only.

7 Intellectual Property Rights

- 7.1 LIPOTYPE shall have and retain sole ownership of any intellectual property rights including rights to any patents, know-how, technologies, methods and processes used or developed in the execution of the agreed SERVICES for the CLIENT ("**IP RIGHTS**"). The AGREEMENT shall in no way be construed to grant CLIENT a respective license to the IP RIGHTS unless explicitly agreed in writing between the parties.
- 7.2 Lipotype shall be under no obligation to disclose, transfer, license or otherwise make available pre-existing Lipotype technology, methods, know-how, software, patents and other intellectual property rights, including, but not limited to the Lipotype Shotgun Lipidomics technology ("**Lipotype Background**"), irrespective of such Lipotype Background potentially or actually being required or beneficial for use the results of Lipotype services according to this offer.
- 7.3 LIPOTYPE shall use the sample materials provided by CLIENT only as necessary to perform the SERVICES and will provide access to the sample materials to only such personnel that is specifically designated to work on the SERVICES. LIPOTYPE shall not use or evaluate such sample materials or any portions thereof for any purpose other than as advised or directed by the CLIENT.
- 7.4 All information, agents and other material provided to LIPOTYPE by CLIENT shall be and remain the sole property of CLIENT and LIPOTYPE herewith assigns any and all right, title to and interest in the RESULTS of the SERVICES provided for CLIENT other than those covered by Sec. 7.1 above and, disregarding whether the RESULTS are patentable or otherwise protectable.
- 7.5 As concerns tangible RESULTS protected by copyright (in particular the analysis reports) LIPOTYPE herewith grants the exclusive, royalty-free, worldwide, perpetual, irrevocable, sub-licensable and assignable right to use and exploit such RESULTS for every purpose provided by copyright law. This also includes currently unknown purposes of use. However, in case the RESULTS shall be made available to CLIENT within the TOOL according to Section 5 above, LIPOTYPE shall retain the necessary rights to do so.

8 Delivery / Delays

- 8.1 Any delivery date announced by LIPOTYPE shall be deemed an estimate only. LIPOTYPE shall make reasonable endeavours to meet such estimated delivery date. However, LIPOTYPE shall not be liable due to any reasonable delay in delivery.
- 8.2 LIPOTYPE shall be entitled to partial deliveries. Failure to deliver a part shall not entitle CLIENT to rescind the AGREEMENT as a whole or to cancel the remaining

deliveries.

9 Remuneration

9.1 LIPOTYPE shall invoice the agreed remuneration plus VAT and possible surcharges (if applicable) referencing the respective OFFER number. All invoiced amounts shall be due for payment within thirty (30) days after receipt of a respective invoice. The agreed remuneration may be invoiced by LIPOTYPE in advance of the performance of any SERVICES.

9.2 All remunerations are in general payable to:

IBAN: DE11 8707 0024 0868 8616 00

SWIFT (BIC)-Code DEUTDE33HAN

BANK: Deutsche Bank

In case client uses the order process via the WEBSHOP, CLIENT may also pay by credit card. The payment options currently offered by the WEBSHOP are detailed within the order process.

9.3 LIPOTYPE may charge late interest in the amount of 8 % above the statutory interest rate ("Basiszinssatz", § 247 BGB) in the case of a delayed payment.

9.4 CLIENT shall not be entitled to hold back payments because of delayed or objected SERVICES or because of a different VAT assessment. CLIENT shall not be entitled to offset any of his claims against LIPOTYPE's claims for compensation under the AGREEMENT unless the claim has been acknowledged by LIPOTYPE or verified by a court.

10 Suspension and Termination of Services

10.1 LIPOTYPE shall be entitled to either suspend or terminate the provision of SERVICES in the event of:

- a) failure of CLIENT to comply with its obligations set forth in these terms and conditions and/or the OFFER where such failure is not remedied within 10 days after a respective notice from LIPOTYPE, or
- b) suspends due payments due to an arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by CLIENT, or
- c) technical problems which could not be predicted in advance and

which prevent or unreasonably impede LIPOTYPE from conducting the SERVICES .

- 10.2 A claim for damages incurred due to a suspension or termination of SERVICES according to Sec. 10.1 above shall be excluded.

11 Warranty

- 11.1 LIPOTYPE warrants that the SERVICES provided conform to the industry standard of professional care. LIPOTYPE shall use its best efforts to generate the RESULTS free of third parties rights. LIPOTYPE will immediately inform CLIENT, if it becomes aware of any encumbrance, which may affect the intended use of the RESULTS.
- 11.2 LIPOTYPE assumes no warranty or liability for any particular outcome or RESULTS of the SERVICES or for the SERVICES' or RESULTS' fitness to serve any particular purpose.
- 11.3 In the event that the SERVICES provided do objectively not meet the agreed SERVICES, LIPOTYPE will, upon a respective written request from CLIENT, at CLIENT's option, either (a) re-perform at its sole expense, the respective SERVICES which did not meet the agreed SERVICES, or (b) refund to CLIENT all amounts paid in connection with the objected SERVICES. The deficiency of the provided SERVICES must be notified to LIPOTYPE within 30 days following delivery of the RESULTS. A belated notification excludes all CLIENT's rights according to this Sec. 11.3.

12 Liability

- 12.1 LIPOTYPE shall not be liable for any delay or failure in providing the SERVICES which are due, in whole or in part, to the failure of CLIENT and/or third parties deployed by CLIENT or due to instructions and/or specifications provided by CLIENT or third parties acting on behalf of CLIENT. Any dates or time periods relevant to the performance of LIPOTYPE shall be equitably extended to account for any delays caused by CLIENT, its employees and/or third parties deployed by CLIENT and all additional costs shall be borne by CLIENT.
- 12.2 LIPOTYPE's liability shall be limited to cases of gross negligence or wilful misconduct. With regard to slight negligence, LIPOTYPE shall only be liable in case of a breach of a material obligation under the AGREEMENT and limited to the typical and foreseeable damage. Nothing in the AGREEMENT shall exclude LIPOTYPE's liability for death and/or personal injury or LIPOTYPE's liability pursuant to the German Product Liability Act. This limitation of liability shall apply re-

spectively to LIPOTYPE's employees, agents and sub-contractors.

- 12.3 CLIENT's claims for damages shall be time-barred one (1) year following CLIENT's knowledge of the damaging incident.
- 12.4 LIPOTYPE shall not be liable for any damages incurred through the use of the RESULTS for any other purpose than described in Section 6.
- 12.5 CLIENT shall indemnify, defend, and hold harmless LIPOTYPE, its affiliates, distributors, and the directors, officers, employees and agents of each such entity ("**INDEMNIFIED PERSONS** ") from and against all claims, liabilities, losses, expenses (including without limitation reasonable attorneys' fees and other legal costs and expenses) or damages incurred by the INDEMNIFIED PERSONS which result directly or indirectly from (i) the use of the RESULTS for purposes not expressly authorised in writing by LIPOTYPE; (ii) a breach of CLIENT's obligations and/or warranties set forth in the AGREEMENT and these terms and conditions; (iii) the use or resale of the RESULTS in a manner that infringes or is claimed to infringe the Intellectual Property rights of any third party to the extent such infringement is caused by any specification or instruction provided by CLIENT.

13 Confidentiality/Ownership

- 13.1 For the term of the AGREEMENT and a period of three (3) years thereafter, either party shall keep confidential and shall not disclose any CONFIDENTIAL INFORMATION to any third party other than its employees and/or agents with a need to know. For the avoidance of doubt, the receiving party must not use any CONFIDENTIAL INFORMATION for the generation of any kind of intellectual property.
- 13.2 "**CONFIDENTIAL INFORMATION**" shall include all non-public information that the disclosing party must reasonably consider confidential, whether or not labelled as such, including, but not limited to, the information vested in the sample materials provided by CLIENT, the parties' know-how and any personal data. However, the term "CONFIDENTIAL INFORMATION" does not include information that (a) is publicly known or known to the receiving party at the effective date of the AGREEMENT or (b) later becomes publicly known under circumstances involving no breach of this confidentiality obligation, (c) is lawfully and in good faith disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) is independently developed by the receiving party without any reference to CONFIDENTIAL INFORMATION as evidenced by its written records.
- 13.3 Statutory obligations to disclose CONFIDENTIAL INFORMATION shall remain unaffected.

- 13.4 LIPOTYPE shall be allowed to disclose general non-confidential information about the AGREEMENT and the SERVICES provided for marketing purposes.
- 13.5 LIPOTYPE shall be allowed to use the name and the logo of the CLIENT for LIPOTYPE'S own marketing purposes and shall be allowed to publish a customer reference. The customer reference will be provided for review to the CLIENT. The CLIENT shall review planned draft of the customer reference within thirty (30) days of its receipt by the CLIENT. The consent should not to be unreasonably withheld or delayed. In case CLIENT does not reply to LIPOTYPE within such thirty (30) days this shall be deemed as consent of the CLIENT.

14 Miscellaneous

- 14.1 No modification of the AGREEMENT shall be binding upon the parties unless made in writing. This shall also apply to any waiver of this written form requirement.
- 14.2 Should any of the provisions in the AGREEMENT be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one that comes economically closest to the invalid regulation. Same shall apply in case the AGREEMENT contains an omission.
- 14.3 The AGREEMENT shall be exclusively governed by and construed in accordance with the laws of Germany, excluding the rules on conflict of laws and the rules of the UN Convention on Contracts for the International Sale of Goods (CISG). The Court of Dresden shall have exclusive jurisdiction.

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