LUMATIX BIOTECH · LEGAL

Standard Terms & Conditions of Sale

Applicable from 28 September 2026. Supersedes the version of 4 May 2026.

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§ 1 Applicability

(1) All deliveries, services, and offers by Lumatix Biotech GmbH (“Seller”) (Business address: Lichtenbergstraße 8, 85748 Garching bei München, Germany) are exclusively based on the following General Terms and Conditions of Sale (“Conditions”). They are part of all contracts that the Seller concludes with its contractual partners (hereinafter referred to as “Buyer”; Seller and Buyer together hereinafter referred to as “Parties”) concerning the deliveries or services offered by it.

(2) These Conditions also apply to all future deliveries, services, and offers to the Buyer, even if they are not separately agreed upon again.

(3) Terms and conditions of the Buyer or third parties shall not apply, even if the Seller does not separately object to their validity in individual cases. Placing an order with the Seller constitutes acceptance of these Conditions by the Buyer, which are binding for both Parties unless the Parties have expressly agreed otherwise in writing. The Buyer may request other conditions, but in no case will the Seller’s conditions be altered or supplemented by the Buyer including other business conditions in their order unless the Seller has expressly agreed to them in writing. Even if the Seller refers to a communication that contains the business conditions of the Buyer or a third party or refers to such business conditions, such a reference does not constitute the Seller’s consent to the applicability of the business conditions of the Buyer or third party.

§ 2 Hours of Business

The Seller’s business hours are Monday to Friday from 8:30 AM to 4:00 PM (CET). The company can be contacted via email at info@lumatix.bio, by phone at +49 89 2123106-00, by fax at +49 89 2123106-29, or by mail at the aforementioned business address of the Seller.

§ 3 Offer and Contract Conclusion

(1) All offers by the Seller shall be binding, unless the prices stated are expressly specified to be indicative only. Binding offers by the Seller shall be valid for a period of thirty (30) days. Orders or assignments may be accepted by the Seller within 14 days of receipt of the offer.

(2) The binding offer documents and any contract concluded separately between the Parties in writing, including these Terms, shall exclusively govern the legal relations between the Seller and the Buyer. These documents shall be a complete and conclusive record of all agreements between the Parties on the subject of the contract. Oral assurances given by the Seller prior to conclusion of a contract shall not be legally binding unless agreed to be so in writing and/or specified in the offer and contract documentation.

(3) Additions and amendments to concluded agreements, including to these Terms, and in particular this requirement of written form, must be in written form to be valid.

(4) Written form shall be deemed observed by transmission by way of telecommunications of a declaration signed by an authorised representative of the Buyer by fax or email.

(5) Statements of the Seller on the subject of the supplied goods or services (e.g. weights, measurements, utility values, capacity, tolerances and technical data) and its representations (e.g. drawings and images) are approximate indications only and therefore do not constitute guaranteed properties, provided exact conformity is not a prerequisite for usability for the contractually intended purpose. In this case the Buyer shall expressly and in writing draw the Seller's attention to such a requirement at the latest before the Seller issues a binding offer in accordance with this § 3 (1) sentence 2 of these Terms. Deviations which are common in commercial practice, amendments which are made due to statutory provisions or which constitute technical improvements, and the replacement of components with parts of equal quality shall be permitted provided they do not compromise usability for the contractually agreed purpose.

§ 4 Prices and Payment

(1) Prices are valid for the performance and delivery scope stated in the order confirmation. Prices are quoted in EURO free carrier (FCA) Garching bei München, including packaging, exclusive of statutory VAT, and in the case of export consignments, customs duty, fees and other official charges. Delivery costs shall, where applicable, be charged separately if shipping is to be conducted by the Seller or its contractors and the Seller has agreed to this in writing.

(2) The Buyer accepts electronic invoicing (via E-mail) as legally binding. Invoiced amounts shall be payable within ten (10) days of delivery without discount, contingent on approved credit, unless otherwise agreed in writing. If credit is not established or approved in advance, payments are due upon order placement. The time of receipt by the Seller shall be decisive for determining timeliness. Where the Buyer fails to pay by the due date the outstanding amounts shall attract interest as of the day of falling due of 9% above the basic interest rate p.a. in accordance with Sections 247, 288 (2) of the German Civil Code (BGB); the Seller expressly reserves the right to claim further damage.

(3) The Seller shall be entitled to carry out or perform outstanding deliveries or services only against advance payment or rendering of a security if, after contract conclusion, it gains knowledge of circumstances which are capable of significantly reducing the Buyer's creditworthiness and which jeopardise payment of the outstanding claims of the Seller against the Buyer from any existing contractual relationships.

(4) Pricing for items supplied as a Custom Production Run shall be governed by § 14 of these Terms.

§ 5 Delivery and Delivery Times

(1) Deliveries are made free carrier (FCA) Garching bei München in accordance with the Incoterms version stated in the applicable offer.

(2) Time periods and dates for deliveries and services specified by the Seller shall only ever be approximate, unless a fixed time period or date has been expressly promised or agreed in writing. Where shipping has been agreed, the delivery time periods and delivery dates shall refer to the time of handover to the shipping company, carrier or other third party instructed to carry out transport.

(3) The Seller shall be entitled — without prejudice to its rights arising from default on the part of the Buyer — to request an extension of delivery and service time periods or a postponement of delivery and service dates from the Buyer equivalent to the time period for which the Buyer fails to comply with its contractual obligations to the Seller.

(4) The Seller shall not be liable for impossibility of supply or for delays in supply which occur due to force majeure or other events which were unforeseeable at the time of contract conclusion (e.g. operational malfunction of any kind, difficulties in procuring materials or energy, transport delays caused by third parties, strikes, lawful lock-outs, shortage of workers, energy or raw materials, difficulties in obtaining necessary official permits, actions by public authorities, pandemics, or failure to supply, to supply correctly or to supply on time on the part of suppliers) and for which the Seller is not responsible. Where such events render supply or service provision significantly more difficult or impossible to the Seller and the obstacle is not merely of a transient nature the Seller shall be entitled to (also partly) withdraw from the contract. The Seller reserves the right to supply partial consignments in this case. In case of obstructions of a transient nature for which the Seller is not responsible delivery or service periods shall be extended by the duration of the obstruction, plus a re-launch period of two weeks. Where the Buyer cannot reasonably be expected to accept the delivery or service due to the delay it may withdraw from the contract by prompt written declaration to the Seller.

(5) Where the Seller is in default with regard to a delivery or service or where delivery or service becomes impossible, regardless of the reasons for the impossibility, the Seller’s liability to pay damages shall be limited in accordance with § 10 of these Terms.

§ 6 Place of Performance, Shipping, Packaging, Transfer of Risk

(1) The place of performance for all obligations from the contractual relationship is the aforementioned business address of the Seller in 85748 Garching bei München, unless otherwise agreed in writing. Where the Seller is due to carry out installation the place of performance shall be the place in which the installation is to be carried out.

(2) The shipping method and packaging shall be at the Seller's discretion, unless the Buyer stipulates the shipping method and packaging. The related costs shall be borne by the Buyer.

(3) The risk shall pass to the Buyer at the latest upon handover of the deliverable to the carrier, shipping company or other third party instructed to perform the delivery. The start of loading shall be the relevant time in this regard. Following the transfer of risk the Buyer may assert any claims due to loss of or damage to the deliverable only against the shipping company, carrier or other third party instructed to perform the delivery. The above shall also apply where partial consignments are supplied, or where the Seller has undertaken to perform additional services (e.g. shipping or installation). Where dispatch or handover is delayed due to a circumstance for which the Buyer is responsible the risk shall pass to the Buyer from the day on which the deliverable is ready for dispatch and the Seller has notified the Buyer of this fact.

(4) Any storage costs incurred after the risk has transferred shall be borne by the Buyer. Goods shall be stored in a product-appropriate environment and in compliance with technical and statutory standards.

(5) The deliverables shall be insured by the Seller against risk of theft, damage, transport, fire and water damage or other insurable risks only at the express request and at the expense of the Buyer.

§ 7 Acceptance and Implied Acceptance

(1) Where formal acceptance is to take place, the supplied item shall be deemed accepted if: a) the delivery and, where the Seller has also agreed to perform installation, the installation is completed, the Seller has informed the Buyer accordingly making reference to implied acceptance in accordance with this § 7, and the Seller has requested the Buyer to accept the supplied item within a reasonable deadline and b) the Buyer has not refused to accept within the reasonable deadline set by the Seller with reference to a not insignificant defect.

§ 8 Warranty, Defects in Quality

(1) The warranty period shall be one year from supply or, where acceptance is required, from acceptance. This limitation shall not apply (1) if a sale of consumer goods takes place at the end of the supply chain and (2) in the cases listed in § 10 (1) of these Terms.

(2) The items supplied shall be inspected carefully without undue delay after delivery to the Buyer or a third party nominated by the Buyer. They shall be deemed approved by the Buyer with regard to obvious defects or other defects which would have been discernible upon immediate, careful inspection if the Seller and, where an appropriate agreement has been concluded between the Parties, the shipping company, carrier or other third party instructed to perform delivery, has not received a written notification of defects without undue delay following the delivery and immediate inspection. With regard to other defects the deliverables shall be deemed accepted by the Buyer if the Seller has not received a notification of defects without undue delay following the discovery of the defect. Where the defect was discernible to the Buyer at an earlier time in the course of normal use this earlier time shall be deemed the start of the notification period.

(3) In the case of defective delivery, Seller is entitled at its own discretion to supplementary performance by remedying the defect (repair) or delivering items free of defects. Seller is to be provided with the rejected items by the Buyer for inspection purposes immediately. Seller shall bear the necessary expenses incurred for the purpose of supplementary performance, in particular transport, travel, labour and material costs.

(4) If the supplementary performance has failed or if a reasonable deadline to be set by the Buyer for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the Buyer may, without prejudice to any claims for damages or reimbursement of expenses, choose to withdraw from the contract or reduce the purchase price. There is no right to withdraw in case of an insignificant defect.

(5) Warranty claims do not exist if and to the extent the defect is due to a violation of operating, maintenance and installation instructions, unsuitable, improper use or use beyond the requested and tested use, insufficient validation by the Buyer, storage or negligent handling and natural wear and tear, as well as interference with the delivered items by the Buyer or third parties.

(6) No warranty for defects in quality of any kind shall apply to supply of used items agreed with the Buyer in individual cases.

(7) Items supplied under an evaluation, pilot, beta or other pre-commercial program shall be governed by § 15 of these Terms. The warranty under § 8 (1) does not apply to such items.

(8) To the extent not expressly agreed between the Parties in writing, there are no further warranty obligations.

§ 9 Copyrights and Third-Party Rights

(1) The Buyer acknowledges our know-how and our property rights. Upon proper fulfilment of their contractual obligations, the Buyer acquires the right to use our services in accordance with the contract. All copyrights, patents, or other property rights are solely and exclusively owned by Lumatix or its licensors unless explicitly agreed otherwise in writing.

(2) We reserve all ownership, copyrights, patents, and other protection rights for all documents, materials, and other items (e.g., offers, catalogues, price lists, estimates, plans, drawings, images, calculations, product descriptions and specifications, samples, models, and other physical and/or electronic documents, information, software) handed over to the Buyer. With the mere handover of services to the Buyer, no rights of use or other entitlements to elements eligible for protection rights are granted.

(3) The Buyer may not make the aforementioned items accessible to third parties without our prior consent, exploit them, reproduce or alter them, unless mandatory law provides otherwise. The Buyer must use them exclusively for contractual purposes and, upon our request, return them completely to us and destroy or delete any existing (including electronic) copies, unless legal retention obligations prevent this.

(4) The Buyer shall not, and shall not permit any third party to, analyse, disassemble or otherwise reverse engineer the supplied items, in particular the chromatography matrix, for the purpose of determining its composition, structure or method of manufacture, except to the extent that mandatory law expressly permits this. Use of the items for chromatographic performance testing in the Buyer's own workflow is not affected.

(5) If patentable inventions arise in the context of contract execution with us, we will grant the Buyer a non-exclusive and non-transferable right of use under reasonable conditions.

(6) If the Buyer requires protected know-how from us for the use of the commissioned service, we will grant him a non-exclusive and non-transferable right of use to this know-how, if possible. If we recognise the necessity for such use before or during the execution of our services, we will point out this necessity and the conditions of the right of use.

(7) If the Buyer commissions development services and has paid for them in full, we grant the Buyer an unlimited and simple, i.e., non-exclusive, non-transferable, and non-sub-licensable right of use under reasonable conditions to the results developed within the specific development assignment, regardless of whether these are protected, can be protected, or cannot be protected ("Foreground"). The Buyer is not granted any right of use to prior rights or know-how that we have developed before or outside the respective development assignment ("Background").

(8) The Seller guarantees according to this § 9 that the delivery item is free from copyrights and other property rights of third parties. Each contract partner will immediately notify the other contract partner in writing if claims for the infringement of such rights are asserted against them.

(9) In the event that the delivery item infringes a copyright or other industrial property right of a third party, the Seller will, at its discretion and at its expense, either change or replace the delivery item so that the infringement is eliminated, but the delivery item still fulfils the contractually agreed functions, or procure a right of use for the Buyer by concluding a license agreement. If the Seller does not succeed within a reasonable period, the Buyer is entitled to withdraw from the contract or demand a reasonable reduction in the purchase price. Any claims for damages of the Buyer are subject to the limitations mentioned in § 10 of these Conditions.

(10) Co-branded distribution arrangements and the use of Lumatix trade names, trademarks and the "Lumatix Technology" tag on partner products shall be governed by § 16 of these Terms.

§ 10 Liability

(1) The Seller shall be liable for damages resulting from the breach of a guarantee or from injury to life, body or health as per the statutory provisions. The same applies to intent and gross negligence and the mandatory legal liability as per the Product Liability Act.

(2) The Seller is only liable for slight negligence if essential contractual obligations are breached. This includes such obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the Buyer regularly relies and may rely. In case of breach of such obligations, Seller's liability is limited to such damages which are typically to be expected within the scope of this contract.

(3) Insofar as the liability of Seller is excluded or limited, this shall also apply to the personal liability of Seller's employees, representatives and vicarious agents.

§ 11 Retention of Title

(1) The supplied goods shall remain the property of the Seller until all payments due from the entire commercial relationship between the Parties have been received in full.

(2) The Buyer shall in this event treat the supplied goods with care, insure them adequately and, where necessary, maintain them.

(3) Where the purchase price has not been paid in full the Buyer shall immediately inform the Seller in writing in the event that the supplied goods are charged with rights of third parties or otherwise become exposed to intervention by third parties.

(4) The Buyer shall be entitled to resell the goods which are subject to retention of title in the course of ordinary business proceedings. For this case the Buyer with immediate effect assigns all claims from such a resale to the Seller, irrespective of whether the resale takes place before or after any processing or mixing of the goods which are subject to the retention of title. The Seller may collect the claim, although the Buyer remains entitled to collect following this assignment. The Seller undertakes in this context to refrain from collecting the claim for as long as and to the extent that the Buyer fulfils its payment obligations, no application to open insolvency or similar proceedings has been filed, and the Buyer has not discontinued payments or become insolvent.

(5) To the extent that the above-mentioned securities exceed the Seller's claims to be secured by over 10%, the Seller shall be under obligation to release securities of its choice at the Buyer's request.

§ 12 Data Protection

(1) The Parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to impose compliance with these provisions on their employees.

(2) The parties shall process the personal data received (in particular the names and contact details of the respective contact persons) exclusively for the purpose of fulfilling the respective contract and shall protect them by means of technical and organisational security measures which are adapted to the current state of the art (Art. 32 GDPR). The parties undertake to delete the personal data as soon as their processing is no longer necessary. Any statutory storage obligations remain unaffected by this.

(3) Should Seller process personal data on behalf of the Customer within the scope of the execution of the contract, the parties shall conclude an agreement on the data processing within the meaning of Art. 28 GDPR.

§ 13 Miscellaneous Provisions

(1) The place of jurisdiction for all disputes arising from the business relationship between the Seller and the Buyer is Munich, Germany. Mandatory statutory provisions on exclusive places of jurisdiction shall be unaffected by this provision.

(2) The relations between the Seller and the Buyer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(3) If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms.

§ 14 Custom Production Runs

(1) The Seller offers Custom Production Runs at the Buyer's request, for which dedicated production batches are produced to the Buyer's specification. Pricing for such runs reflects custom format engineering, batch dedication and, where applicable, application support, and is not a list price.

(2) Custom Production Run pricing applies only to the specific order to which it is quoted. It is not retroactive, does not establish a precedent for subsequent commercial orders, and does not entitle the Buyer to standard volume discounts.

(3) Pricing for any subsequent commercial volumes — including but not limited to co-branded distribution arrangements pursuant to § 16 of these Terms — shall be agreed separately and in writing between the Parties.

(4) Custom Production Run items are typically identified by part numbers ending in "-EVAL", "-CUSTOM" or similar suffixes, and/or by an explicit "Custom Production" designation on the offer or order confirmation.

(5) Lead times for Custom Production Runs are stated in the offer or order confirmation and are typically longer than lead times for standard catalogue items. § 5 (2)–(5) of these Terms apply accordingly.

§ 15 Evaluation and Beta Programs

(1) The Seller may supply items under an evaluation, pilot, beta or other pre-commercial program (collectively "Beta Items") for the purpose of allowing the Buyer to assess the performance of those items in the Buyer's workflow.

(2) Beta Items are provided as-is, without representation or warranty as to fitness for any particular purpose, performance over time, or comparability with commercial-grade equivalents. The warranty under § 8 (1) of these Terms does not apply to Beta Items.

(3) The Buyer shall not use Beta Items in or for any process subject to regulatory approval (in particular clinical phase, GMP production, IVD or in-vivo use) without the Seller's prior written consent.

(4) The Buyer shall not publish, present at conferences or otherwise externally disclose performance data obtained with Beta Items without the Seller's prior written consent. The Seller's consent shall not be unreasonably withheld where the disclosure serves the joint commercial interests of the Parties.

(5) Title and risk in Beta Items pass to the Buyer upon delivery in accordance with § 6 of these Terms. Pricing for Beta Items, where applicable, is governed by § 14 of these Terms.

§ 16 Co-Branded Distribution

(1) Where the Seller supplies products to the Buyer for resale or distribution under a co-branded arrangement — including but not limited to products bearing a "Lumatix Technology" tag — the following provisions apply in addition to the rest of these Terms.

(2) The Buyer shall not remove, alter, obscure or otherwise misrepresent the "Lumatix Technology" tag, or any other Lumatix trade name, trademark or product identifier, on or in association with the co-branded product, in any sales, marketing, packaging or technical material.

(3) The Buyer shall not represent itself as the sole manufacturer, sole developer or sole intellectual-property holder of products bearing Lumatix-branded technology, and shall not claim that the Lumatix Technology used in the co-branded product was developed by the Buyer.

(4) Specific commercial terms of co-branded distribution — including unit pricing, exclusivity, territory, volume commitments, marketing-rights, and quality-assurance responsibilities — shall be set out in a separate written Distribution Agreement between the Parties. In the absence of such a written agreement, products supplied by the Seller may not be re-sold or re-distributed by the Buyer under the Buyer's own brand.

(5) The Buyer shall not use the Lumatix name or trademarks in any way that suggests endorsement by the Seller of the Buyer's other products or services, beyond what is expressly agreed in writing.

§ 17 Export Controls

(1) The items supplied by the Seller may be subject to European Union dual-use export-control regulations (in particular Regulation (EU) 2021/821) and to applicable national export-control laws.

(2) The Buyer is responsible for compliance with all applicable export-control regulations when re-exporting, transferring or otherwise distributing the supplied items outside the European Union, or to persons or entities subject to sanctions or trade restrictions.

(3) The Buyer shall obtain at its own cost and risk any export licences, end-use declarations or other authorisations that may be required in connection with such re-export or transfer. The Seller bears no responsibility for the Buyer's failure to comply with applicable export-control rules.

(4) Items supplied under these Terms are intended for civil end-use only, unless expressly stated otherwise in writing.

§ 18 Confidentiality and Customer Feedback

(1) Where Parties exchange confidential information in connection with a delivery, an evaluation, a beta program, a co-development project or a co-branded distribution arrangement, they shall do so under a separately concluded Non-Disclosure Agreement ("NDA"). The terms of such NDA shall prevail over any conflicting provision of these Terms.

(2) Without prejudice to § 18 (1), the Buyer's performance data, application reports or other feedback generated through use of the supplied items may be used by the Seller in anonymised, non-identifying form for internal product development and for marketing purposes (e.g. application notes, white papers, sales collateral), unless the Buyer has explicitly declared such information confidential in writing prior to its disclosure to the Seller.

(3) The Seller shall not disclose Buyer-identifiable information — including the Buyer's name, programme name, or specific application context — in any external publication, presentation, marketing material or customer reference, without the Buyer's prior written consent. The Buyer's consent shall not be unreasonably withheld where the disclosure serves the joint commercial interests of the Parties.

(4) The Seller may, however, refer in aggregate, anonymised terms to deployment of its products in customer workflows (e.g. "a leading EU-based biotech evaluating MonoCore™ Q in plasma-derived workflows") without the Buyer's consent, provided that the Buyer cannot be identified from such statement.

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