

General Terms and Conditions - SEQme

The present General Terms and Conditions are issued in various language versions. In case of doubt, the English version hereof shall prevail. Other language versions of these Terms and Conditions shall serve for informative purposes only.

Article 1 - Applicability and Basic Definitions

- These terms and conditions (hereinafter the "Terms and Conditions") shall regulate all contractual arrangements between SEQme (hereinafter the "Provider") and the customer as the buyer of the services or goods (hereinafter the "Customer") supplied by the Provider, unless expressly agreed otherwise in writing.
- The goods and services within the meaning of paragraph 1 of this Article include:
 - Customer training (hereinafter "Training"),
 - Laboratory analyses (hereinafter the "Analyses"),
 - Other supplies and services agreed on the basis of the Provider's bid submitted to the Customer, or on the basis of an agreement entered into between the Customer and the Provider.
- The following definitions shall serve for the purpose of these terms and conditions:
 - Agreement is any agreement established upon the acceptance of the Provider's offer, pursuant to which the Provider shall supply goods or render services to the Customer.
 - Samples are any chemical or biological materials which the Customer submits to the Provider, typically for the purpose of an Analysis.
 - Analysis is the laboratory analysis of a provided sample, with the use of methods and produces, and to the extent specified in the purchase order.
 - Service works mean all repairs, maintenance works, fault diagnostics, calibration, and similar activities relating to the operation of devices, including the supply of spare parts.
 - Website means the website available at www.seqme.eu.
- Except for the present Terms and Conditions and any specific terms and conditions agreed directly between the Parties, the Agreement does not contain any other provisions which may be in conflict with the present Terms and Conditions, or any other contractual terms and conditions, especially the Customer's terms and conditions, even if the Provider has been fulfilling this Agreement without an express refusal of such terms and conditions.

Article 2 - Purpose of Agreement

Training

- The Provider shall regularly publish a list of available training sessions on its website. The Customer and the Provider agree that by ordering Training via the Provider's Website, a contract negotiated at the distance shall be entered into whose inseparable part are also these terms and conditions. The subject matter of such a contract is especially the Provider's commitment to carry out the Training and the Customer's commitment to pay the price for such Training to the Provider. The Agreement shall be deemed entered into upon the Provider's confirmation of the Training registration (electronically).
- Further to the Customer's specific requirements, the Provider may issue a customized offer for training and related services (hereinafter the "Customized Offer"). For each Customized Offer, a service agreement or a similar deed is entered into between the Provider and the Customer. In case of dispute the terms and conditions of Customized Offers shall have precedence over the present Terms and Conditions.
- The Provider accepts no responsibility for ensuring that the ordered services comply with the Customer's requirements and needs. The Customer shall clarify requirements and needs adequately in advance prior to the provision of the services.
- The Provider is not responsible for ensuring that the Customer participating in a Training session organized by the Provider complies with the requirements necessary for the successful completion of the Training. The Customers can check the prerequisites and conditions for the successful completion of Training courses on the Provider's Website.
- The Provider has sole and exclusive ownership of all rights related to the title and content of the Training including all copyright and any other intellectual property rights therein. The Provider reserves the right to use any feedback or photographs collected in relation to the Training for marketing / promotional purposes. All photographs taken in relation or during the Training are owned by the Provider exclusively.
- The Provider shall decide on the appointment of the employees or other persons (third parties) for the provision of the work or services.
- The Provider shall be entitled to refuse the participation of a Customer in a Training course. Furthermore, the Provider reserves the right to refuse and cancel applications if the number of potential trainees does not reach the applicable limit, always no later than 5 working days prior to the Training date. The Provider shall promptly notify the Customer - trainee, about the cancellation of the Training.
- Should the Customer cancel an application between 15 and 6 working days prior to the first day of the Training session, the Providers shall be entitled to charge the Customer 50% of the Training fee. Should the Customer cancel an application less than 5 working days prior to the first day of the Training session, the Providers shall be entitled to charge the

Customer 100% of the Training fee. The Customer is entitled to find a substitute - a new Training participant to replace the Customer, subject, however, to the Provider's consent.

Analyses

- The Provider shall accept purchase orders for Analyses via the Website, unless agreed otherwise. The Customer and the Provider agree that by ordering Analyses via the Provider's Website, a contract negotiated at the distance shall be entered into whose inseparable part are also these terms and conditions. The subject matter of this contract for work is especially the Provider's commitment to carry out the laboratory Analyses of Samples, and the Customer's commitment to pay the price for such Analyses.
- The Provider provides details regarding the preparation of Samples within its Website, and the Customer shall comply with such instructions. The Provider shall not be held liable for any Analyses failing as a consequence of the Customer's improper preparation of Samples. The Customer is aware of and accepts the risk that even when samples are prepared according to the instructions of the Provider the technical specifications of Analyses may not be achieved.
- As regards the delivery of Samples, the Customer shall respect all valid laws and regulations. Samples shall be transported by mail, transport contractors or carrier services. The Provider shall only accept Samples from Customers in person at the address of the Provider's establishment based on a prior agreement with the Customer.
- The Provider shall commence the Analysis as of the moment of the Sample acceptance. Until the Samples are accepted by the Provider from the carrier, the risk of damage or loss shall be on the Customer's side and the Customer shall not be entitled to raise any claims for damages against the Provider. The Provider undertakes to store the samples in such a manner that the samples cannot be damaged or misused. The Customer undertakes to inform the Provider about special conditions for Sample handling and storage.
- All samples must be duly marked so as to avoid any confusion; the marking must correspond with the Analysis specification and must be anonymised. Should the Customer fail to comply with these requirements, the Provider shall be entitled to withdraw from the contract for work.
- The Provider undertakes to carry out the Analyses with due expertise and care; however, the Provider does not guarantee that the Analysis will have the desired results. Even Analyses under which the desired results are not reached will be considered duly completed.
- The Provider shall typically submit the Analysis results to the Customer electronically, via the Website. The Provider shall notify the Customer about the handover of the results by e-mail. The work shall be deemed handed over and accepted on the date on which the results are made available within the Customer's user profile on the Website or handed over differently. The Provider shall not be held liable for the interpretation of the results and the conclusions made on the basis thereof.
- The Provider shall send the Samples back to the Customer, upon the Customer's request and at the Customer's cost and risk. Otherwise, the Provider shall not be obliged to send the Samples back, regardless of the outcome of the Analysis. Samples that are not sent back and products / intermediate products of Analyses will be destroyed by the Provider, upon the termination of the period specified by Provider's internal rules.
- The Customer shall submit any complaints regarding the Analysis results within 7 days following the handover of the results or (where the Analysis errors are not obvious) following the date on which the defect was or should have been detected. The Provider shall not be held responsible for any incorrect Analysis results if no complaint is submitted during this period.
- In the event of a justified complaint, the Provider shall decide, at its sole discretion, to either repeat the Analysis or provide the Customer with a refund on a pro-rata basis based on the results of the complaint procedure.
- The Provider is entitled to make an unlimited use of the Provider's know-how, working procedures, methodologies, software and experience for its own purposes, even if these are the result of activities carried out on the basis of an agreement with the Customer. The Provider is entitled to make use of the Analysis (excluding Customer's confidential information and intellectual property) results solely for its internal purposes. The Customer is entitled to make unlimited use of the Analysis and Results.

Other Supplies and Services

- Any other business transactions, not specified elsewhere in the present Terms and Conditions, shall as a general rule be concluded on the basis of purchase orders.
- Purchase orders are accepted in writing, by mail or in person, via the Internet or e-mail. Price quotations shall be based on the rates specified in the Provider's valid written bid, or prices valid as of the date of the receipt of the purchase order. The bids issued by the Provider are time limited for 1 month unless specified differently in the bid itself.

3. Purchase orders shall be valid as of the Provider's confirmation, submitted in writing or electronically.
4. Unless otherwise agreed in writing, the Provider provides the Customer with a 90-day warranty period for the servicing works performed. The warranty period only applies to the works performed and the spare parts supplied. The warranty period shall not apply to any damage resulting from the Customer's negligence or failure to follow the instructions of the Provider or the manufacturer relating to the operation or maintenance of the devices on which any servicing works have been performed.
5. In the case of consumables and reagents supplied by the Provider, the warranty is provided only if the conditions of their correct storage in accordance with the manufacturer's instructions are complied with and on the date of expiration thereof which the Customer must prove when submitting a complaint.
6. In the case of servicing works - repairs of computers and other data media or updates of their software, the Provider shall not be held liable for any damage to or loss of the data stored on such media and shall be entitled to delete or change such data during servicing works.
7. Should the Customer complain of any servicing work and should such complaint be justified, the Provider shall decide at its own discretion on how to perform additional repairs, including repairs of broken parts or their additional replacements, if any. The Provider shall not be held liable for any other indirect costs incurred in connection with such complaint. If even after additional servicing works any device does not comply with the required technical specifications, the Customer may demand a reduction in price or withdraw from the Contract. Any other requirements of the Customer in particular with respect to compensation are excluded.

Article 3 Prices and Terms of Payment

1. The Customer and the Provider have agreed that the price for the services shall be determined on the basis of the Provider's valid price list, unless otherwise agreed in writing. The Provider's current price list is available on the Website or made available upon the Customer's request. VAT shall be charged in addition to the price, in accordance with the applicable legal regulations. All incidental costs and payments, such as freight, customs and bank fees, etc. shall be borne by the Customer and may not be deducted from the price of the services.
2. If the Customer prepays any Analyses in advance, the price for each Analysis shall be based on the date of the Sample acceptance by the Provider.
3. Invoices - tax certificates issued by the Provider shall fall payable thirty days following the date of issue, unless agreed otherwise.
4. The invoices for the servicing works performed are issued based on a servicing report. The servicing report shall be completed by an employee of the Provider and signed by the Customer, which signature confirms that the servicing works performed are accepted by the Customer.
5. The invoices for servicing works performed on the basis of servicing contracts are issued at the beginning of the period agreed for the provision of this activity, unless agreed otherwise.
6. As a general rule, the Provider shall send invoices electronically, to the address(es) specified by the Customer, unless agreed otherwise. The Customer shall promptly inform the Provider about any changes to the Customer's electronic billing address. In doubts, invoices shall be deemed delivered on the date on which they are sent electronically to the last known electronic address of the Customer and/or the electronic address of the Customer's accounting department, alternatively to the Customer's electronic address which is publicly available (for example the Customer's website).
7. Should the Customer default on the settlement of the price for the services or any part thereof, the Customer shall pay the Provider a penalty accruing at the rate of 0.05% of the outstanding amount for each day of the delay. Paying this penalty has no effect on Provider's claims for damages.
8. The Provider reserves the right to ask the Customer for an advance payment, based on an advance invoice issued prior to the provision of services or the delivery of goods. If a delivery deadline is set in the purchase order confirmation, the corresponding period shall commence only after the receipt of the Customer's advance payment, i.e. the crediting thereof to the Provider's account.

Article 4 - Deadlines and Disclaimer

1. Unless otherwise agreed in writing, any deadlines set out by the Provider for the performance under this Agreement shall be deemed approximate only. The Provider shall not be liable for any loss, expenses, claims or damage caused by late delivery. If no deadlines are set out, the provision of services shall be completed within a reasonable period of time, with regard to their nature.
2. Failure to comply with any deadline for the provision of certain services shall only entitle the Customer to withdraw from the Agreement if:
 - a. The Customer has reminded the Provider in writing about the possibility of the withdrawal as a consequence of the Customer's breach of the deadline, and
 - b. The Provider has failed to comply with its contractual obligations even during a reasonable extended deadline set out by the Customer.
3. The Provider reserves the right to disclaim the liability for any partial or full non-compliance with the contractual duties as a consequence of the occurrence of force majeure. Force majeure shall include, but not be limited to, natural disasters, strikes or similar events in the Czech Republic or in

the country of the origin of the spare parts or other material necessary for the successful completion of the Analyses. If an Agreement is terminated as a consequence of force majeure, the completed works or rendered services shall be charged in accordance with the present Terms and Conditions.

4. The Provider hereby declares that the Provider has taken out an insurance policy for the entrepreneur's third party liability insurance.
5. Each of the Parties shall be responsible for damage, in accordance with the general legal regulations and the Terms and Conditions. Both Parties undertake to exert maximum effort to prevent the occurrence of damage and to minimise the effects of any damage occurring.
6. Neither Party shall be liable for damage caused by a factually incorrect or otherwise faulty specification received from the other Party.
7. The Parties have agreed that any claim for damages resulting from the breach of Agreement, including all penalties, to be settled as a result of the breach of the Agreement, except as regards a penalty under Article 3 (5) of the Terms and Conditions, shall be limited to an amount corresponding to the price for the services rendered by the Provider under the Agreement and paid by the Customer. Both Parties hereby waive any claims for lost profit, and lost profit shall not be included in the limit according to the first sentence of this paragraph.

Article 5 - Confidentiality and Data Protection

1. The Provider is entitled to process the data provided by the Customer including personal data; in this process, the Provider shall treat all information provided by the Customer as confidential information, in accordance with the applicable provisions.
2. Personal data of Customers are processed in connection with the subject of the Provider's activity, due to the conclusion of a contractual relationship in order to provide the Customer with a service or other fulfillment, or due to negotiations leading to such a contractual relationship, to improve the services, to respond promptly to Customer's requests and to send commercial communications.
3. Personal data of customers are kept for 26 months. When new customer activity is resumed, this time is reset. This is without prejudice to the obligation of the Provider to store personal data of customers beyond that time in connection with the realization of rights and obligations of previously concluded contractual relationship according to valid regulations.
4. Both Parties are obliged to keep confidential all data and information to which they gain access during the fulfilment of the obligations arising from the contractual arrangements between the Parties. Confidential information shall include information that is not a matter of public domain and where the character of such information indicates that the other Party will be interested in keeping it secret, or information which either of the Parties expressly declares confidential.
5. In the context of the liability according to the previous provisions of this Article, the Customer undertakes not to provide any access to the Provider's confidential information within the meaning of the previous paragraphs to any third parties with an identical or similar scope of business as the Provider, without the Provider's written consent.
6. The Parties shall indemnify each other against any damage caused by the Parties' demonstrable violation of the obligations according to this Article.
7. The provisions of this Article shall survive the termination of the Agreement signed between the Parties.

Article 6 - Intellectual Property Rights

1. The intellectual property rights arising from the services rendered by the Provider to the Customer on the basis of the contractual arrangement shall remain the Customer's exclusive property. The Customer is entitled to freely make use of such intellectual property rights. The Customer shall refrain from any actions which may infringe the Provider's intellectual property rights except insofar as this is necessary to use the analysis and/or results.

Article 7 - Final Provisions

1. The Parties undertake to take all action that may have a significant impact on performance under the Agreement, in writing. This operation is only considered valid if the document is duly delivered to the other Party. This shall not affect the possibility of using electronic communication.
2. The Provider may under no circumstances be imposed any other or stricter duty or liability than what is stipulated in the present Terms and Conditions, unless expressly confirmed in writing by the persons authorized to act for the Provider, or persons expressly authorized for such action.
3. The Parties undertake to make every effort in order to settle amicably all disputes arising from or in connection with the Agreement entered into in accordance with the present Terms and Conditions or in connection herewith, and to solve all such disputes by agreement. All disputes which cannot be solved amicably will be referred to the general courts of the Czech Republic. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

The present Terms and Conditions shall come into effect on 8 December 2022 and shall replace all previous versions.