

# Solvias North America, LLC

## General Terms of Business for Services

### 1. SCOPE OF APPLICATION

These general terms of business for services (these “Terms”) apply to all orders for the performance of services, such as analytical development and quality control and/or process development and custom synthesis (the “Services”) by Solvias North America, LLC, 2400 Perimeter Park Dr, Morrisville, NC 27560 (“Solvias”) to customers (the “Customer”).

Different or additional terms, including the Customer’s general terms of business, shall apply only if agreed in writing by Solvias and the Customer.

No amendments or changes to these Terms shall be effective unless made in writing. If, for any reason, a provision of these Terms becomes invalid, the validity of the remaining provisions will not be affected.

These Terms supersede all prior oral quotations, communications, agreements or understandings of the parties in respect of the Services. In the event of a conflict between the provisions of these Terms and the provisions of an Order (as defined below), the provisions of the Order will govern and control.

### 2. QUOTATIONS AND ORDERS

All quotations made by Solvias are revocable at any time and are binding only if the Customer places a corresponding order within the time specified in the quotation or, if no time period is mentioned, within thirty (30) days.

Accepted quotations and/or orders by any Customer to Solvias (the “Order(s)”) must be issued in writing, unless otherwise agreed, and shall be confirmed by Solvias in writing to be binding on Solvias. However, in the event of standard Services the written confirmation may be replaced by the due performance of the Order.

### 3. CHANGE ORDERS AND CANCELLATION OF ORDERS

Changes to Orders shall be made only by written amendment executed by both parties (“Change Order”). Requests for Change Orders may be placed by either party. The other party will make reasonable efforts to implement a request for a Change Order, but reserves the right to reject said request if not reasonably acceptable.

In the event of a cancellation of an Order by the Customer, the Customer shall reimburse Solvias for its reasonable fees and expenses incurred or committed in

connection with the preparation and performance of the Services through the date of cancellation. Furthermore, cancellation fees will apply.

### 4. PRICES

The prices for Services shall be specified in the Orders. In the absence of such specifications, Solvias’ then prevailing standard prices shall apply. Unless otherwise specified in the Order, all prices are in U.S. Dollars, net of value added tax, sales, use or other similar taxes, fees or duties and additional costs such as packaging, transport, insurance, duties and levies, payment of which will be the sole responsibility of the Customer (excluding any taxes payable by Solvias based on its net income from providing the Services) as invoiced to the Customer. If Solvias is responsible for the collection of taxes, such taxes shall either be added to the price invoiced or be separately invoiced by Solvias to the Customer. In the event the Customer is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by the Customer to Solvias shall be paid to Solvias net of such deduction or withholding. The Customer shall pay the applicable tax authorities any such required deduction or withholding.

An additional charge shall be made for urgent or express Orders. Special prices shall apply for Orders carried out in accordance with official rules such as GLP, GMP or requiring special safety precautions.

### 5. TERMS OF PAYMENT

The terms of payment shall be specified in the Orders. Unless otherwise specified in the Order, invoices are payable net, within thirty (30) days of the invoice date without deduction or discount whatsoever.

Unless otherwise agreed in the Order, for Services which are performed within thirty (30) days or less, invoices will be issued on completion of the Order, as determined by Solvias.

Unless otherwise agreed in the Order, Services which are performed within more than thirty (30) days shall be invoiced monthly as the Order progresses.

The Customer shall not be entitled to offset any amounts payable to Solvias against any amounts owed or alleged to be owed from Solvias. No discount will be granted in the event of payment before due date. Interest of 1.0 % per month, payable in arrears, shall be charged on late

payments. In the event of late payment or if Solvias has reason to doubt the Customer's solvency or creditworthiness, Solvias may require a deposit before supplying further Services and Solvias shall not be required to provide further Services. Notwithstanding any prior confirmation of an Order by Solvias, Solvias shall have no obligation to perform any Services or otherwise perform any of its obligations set forth in an Order or herein if the Customer is in breach of any of its obligations hereunder or under such Order.

## 6. STANDARD OF SERVICES AND REGULATORY COMPLIANCE

Solvias shall perform the Services in a professional and workmanlike manner in accordance with standard industry practices and applicable professional standards and in accordance with the quality standards agreed in the Order, such as ISO, GLP or GMP. Solvias shall maintain the relevant authorizations to carry out the Services at the respective sites.

Except as otherwise expressly agreed in writing, Solvias shall be entitled to use processes, methods or procedures as it deems appropriate in its sole discretion and to modify, change or abandon any such processes, methods or procedures at any time.

## 7. DEADLINES

The Services shall be provided by the date agreed in writing or, if no such date has been agreed, within a reasonable time period. Solvias shall notify the Customer without delay in the event of a serious delay in the provision of Services in order to obtain an extension to the extent necessary. If Solvias thereafter is unable to keep to the agreed deadline, the Customer shall be entitled to cancel the Order, but not to claim any damages.

The delivery lead time shall begin when all technical and business issues have been resolved between the Customer and Solvias i.e. on receipt of the binding documentation (methods, procedures, specifications, etc.) and all samples and materials to be provided by the Customer.

The delivery lead time shall be extended by an appropriate time period if the Customer's subsequent changes of the information and documentation required to process the Order cause a delay.

## 8. HANDLING, STORAGE AND ARCHIVING

### A Handling of samples or materials provided by the Customer

The Customer shall package and label vessels containing hazardous materials (including but not limited to materials which are explosive, toxic, carcinogenic or radioactive, or which create an HIV risk

or other health risk or constitute a biological hazard of any kind) in full compliance with applicable laws, rules, regulations and industry standards. The Customer shall be liable for any damage to property, personal injury or death to Solvias or any third party caused by any samples or other materials provided by the Customer pursuant to this article 8 unless the Customer has provided Solvias with the documentation concerning all known risks associated with any samples or other materials provided by the Customer (e.g. material safety data sheets, etc.).

### B Storage of samples or materials provided by the Customer

If Solvias receives more than the quantity of samples or other materials required to perform the Services, Solvias shall store the unused surplus for four (4) weeks upon completion of the Services, unless otherwise agreed in the Order, and use it for any further Services. Thereafter, samples or other materials provided by the Customer no longer required for a pending Order shall be disposed of or, if requested in the Order, be returned to the Customer.

### C Document storage

The Customer shall be responsible for storing and archiving results and reports upon completion of the Services. Unless otherwise agreed in the Order or in a quality agreement, Solvias shall archive the working documents and raw data used to carry out the Services for a period of twenty (20) years from the completion of a particular Order. Thereafter, said working documents and raw data will be destroyed. Solvias shall not be bound by additional or different requirements of the Customer unless agreed in the Order. The Customer shall compensate any and all reasonable costs in connection with Solvias' compliance with such additional or different requirements.

## 9. CUSTOMER'S ACCESS AND INSPECTION RIGHTS

Upon reasonable advance written notice, Solvias shall grant the Customer access to the laboratories in which a pending Order is processed. Solvias shall co-operate with the Customer on quality control issues and inspections by health authorities with respect to any Services.

## 10. INTELLECTUAL PROPERTY

Unless otherwise agreed in any Order, all results and underlying measurements, drawings, documents, studies, reports, analyses, data, laboratory and process records which are specifically developed by Solvias for the Customer in connection with the Services (the "Deliverables") shall become the exclusive property of the Customer at no additional cost to the Customer upon full payment of all fees and expenses due under any Order.

The Customer shall be free to acquire intellectual property rights related to the Deliverables at its discretion and in its own name. At the Customer's written request, Solvias agrees to assist the Customer by providing information or executing documents necessary for the Customer to exercise its rights under this article 10 with reasonable costs to the Customer.

Solvias will retain all right, title and interest in and to all discoveries, inventions, know-how, patents, patent applications, trade secrets, trademarks, proprietary materials, methods, processes, techniques, technical documents and specifications, documentation, electronic code, data and rights (i) owned by, or licensed to, Solvias prior to the start of the Services and any improvements or modifications thereof, or (ii) developed or created by Solvias after the start of the Services without use of the Customer's Confidential Information (as defined below) or (iii) which are developed by Solvias and not explicitly included in the Deliverables.

#### 11. COOPERATION WITH AFFILIATES AND THIRD PARTIES

Solvias reserves the right to transfer, assign or sub-contract the performance of Services to any of its affiliates and/or to third parties as specified in the Order. If any Services are to be carried out under GLP or GMP rules, Solvias shall not transfer, assign or sub-contract the performance of Services to its affiliate or third parties without the prior written consent of the Customer. All rights of the Customer and Solvias shall inure to the benefit of, and be enforceable by the respective successors and assigns of each of the parties hereto.

#### 12. WORK ON SITE

If the employees or sub-contractors of Solvias are required to carry out work on site, such as sampling, know-how transfer and process implementation, the following conditions shall apply:

- The site manager shall grant access and ensure that the installation is in a suitable condition and all agreed support staff and required material is available for the work to be carried out by Solvias or its sub-contractors in accordance with the agreed schedule. Delays or additional costs incurred by Solvias because the installation is unavailable or because the agreed support staff has not been provided shall be invoiced and Solvias shall not be responsible for any delay caused thereby.
- If the work has to be carried out outside normal working hours, or Solvias staff has to work overtime, the Customer shall be invoiced separately for the statutory surcharges and any other costs and expenses incurred by Solvias as a result of such overtime work.

#### 13. WARRANTY

Solvias warrants that all Services will be performed in the manner set forth in article 6.

The Customer shall examine the Deliverables on receipt and report any apparent defects or deficiencies to Solvias in writing within ten (10) days and any latent deficiencies as soon as they are discovered. If the Deliverables do not comply with the specifications contained in the Order, the Customer shall notify Solvias immediately in writing of any defects or deficiencies and hold the Deliverables for Solvias' written instructions concerning disposition. If such non-compliance turns out to be a defect or deficiency caused by Solvias, Solvias may choose to rectify such defect or deficiency in the Deliverables or to replace the defective Deliverables. If (i) such rectification fails or if (ii) the replacement is itself defective or if (iii) it has not been delivered within a reasonable time period granted by the Customer, the Customer's exclusive remedy and Solvias' sole liability on any claim, whether in tort, contract or warranty, shall be a reduction of the amounts payable by the Customer.

#### 14. LIMITATION OF WARRANTY AND LIABILITY

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN ARTICLE 13, SOLVIAS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED BY SOLVIAS OR ANY OF ITS AGENTS OR SUB-CONTRACTORS. ANY AND ALL WARRANTIES FOR THE USE OF SERVICES OR OF DELIVERABLES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DECLINED. NO CLAIM, SUIT OR OTHER PROCEEDING MAY BE BROUGHT FOR AN ALLEGED BREACH OF WARRANTY OF SOLVIAS SET FORTH HEREIN MORE THAN TWELVE (12) MONTHS AFTER COMPLETION OF THE SERVICES CONCERNED.

IN NO EVENT SHALL SOLVIAS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED), WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

Solvias shall not be liable for, and the Customer assumes responsibility and shall indemnify and hold Solvias harmless for, any and all claims, including without limitation, claims for personal injury or property damages, resulting from the improper use, operation, or maintenance or unauthorized alteration, modification or repair of the Deliverables, or the Customer's failure to properly communicate Solvias' instructions and warning

to users of the Deliverables.

Notwithstanding any of the provisions contained herein, Solvias' liability for any claim – whether based upon contract, tort, equity, negligence or any other legal concept – shall in no event exceed the price paid by the Customer for the Service or Deliverable giving rise to such claim. The Customer hereby acknowledges and agrees that the provisions of these Terms fairly allocate the risks between Solvias and the Customer, that Solvias' pricing reflects this allocation of risk, and but for this allocation and limitation of liability, Solvias would not have entered into an agreement with the Customer to provide the Services to the Customer.

In jurisdictions that restrict or preclude limitations or exclusions of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. The Customer may also have other rights that vary by state, country or other jurisdiction.

#### 15. TERMINATION

Solvias shall have the right to terminate any Order in writing for cause. Cause includes without limitation: (i) the commencement of dissolution, liquidation, insolvency, bankruptcy or other similar proceedings with respect to the Customer, unless such proceedings are dismissed within sixty (60) days from filing; (ii) failure of the Customer to pay the price for the Services and/or Deliverables within the period set forth in article 5, or (iii) breach of any material provision of these Terms or Order by the Customer and the failure to cure such breach within thirty (30) days after receipt of written notice thereof. Upon the completion or termination of any Order, the Customer will, within twenty (20) days after receipt of Solvias' invoice, pay all accrued and unpaid amounts incurred through and including the effective date of such termination.

#### 16. CONFIDENTIALITY

Solvias and the Customer undertake not to disclose to any third party and to maintain as confidential, any and all confidential information received from the other party in connection with the performance of Services by Solvias ("Confidential Information") for a period of ten (10) years from the date of the Order. Such Confidential Information shall include, without limitation, information concerning the disclosing party's business, finances, business or operational know-how and any other information deemed confidential by the disclosing party. Unless otherwise agreed in writing, each of Solvias and the

Customer agree not to disclose Confidential Information which is received from the other party in connection with the performance of Services by Solvias, unless (i) required by law or governmental order, or (ii) the receiving party can prove that such information has been known to it prior to receipt. Without limitation, each of the parties agrees:

- To use the Confidential Information received for its intended purpose only;
- Not to divulge it or make it accessible to any third party without the other party's prior written consent;
- To return or destroy – subject to compliance with applicable laws and regulations – all files, documents or copies of information stored in electronic form containing Confidential Information at the other party's request; provided that one archival copy may be retained to determine the respective party's obligations under these Terms.

Neither party may issue press releases or scientific publications containing Confidential Information without the other party's prior written permission.

#### 17. LOCAL REQUIREMENTS

When ordering Services from Solvias, the Customer must notify Solvias of any local laws, rules, regulations and requirements of authorities governing the design, operation, handling, labeling, packaging, dispatch and health and safety to be considered.

#### 18. FORCE MAJEURE

Solvias shall not be liable to the Customer, or lose any rights because of any delay or failure in the performance of its obligations, if and to the extent that such failure or delay is due to circumstances beyond its control, including but not limited to, act of God, war or insurrection, terrorism, civil commotion, destruction of essential facilities or materials by earthquake, fire, flood or storm, act of government, labor disputes, epidemic, or other similar event, provided however, that Solvias shall notify the Customer as promptly as reasonably possible should it become aware of such circumstances.

#### 19. APPLICABLE LAW

These Terms, any Orders or agreements between Solvias and the Customer shall be subject to and governed by North Carolina law without giving effect to the conflict of laws rules thereof. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

#### 20. JURISDICTION

Any dispute, controversy or claim arising out of or relating to these Terms and any Orders, including but not limited

to the execution, performance or termination thereof or to any issue of liability arising out of the performance of these Terms or any Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts located in Raleigh, North Carolina. Solvias shall also be entitled to bring legal actions at the place of business of the Customer or any other applicable or permissible legal venue. The parties expressly waive any objection or defense based on the lack of jurisdiction or venue, in particular a plea for "forum non conveniens". EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS AND ANY ORDERS.

#### 21. EQUITABLE REMEDIES

The parties acknowledge and agree that legal remedies for any violation or threatened violation of any provision of these Terms, in particular articles 10 and 16 are inadequate and that Solvias would suffer irreparable harm. In the event of a violation or threatened violation of any provision of these Terms, in particular articles 10 and 16 by the Customer, Solvias shall have the right, in addition to such other remedies as may be available pursuant to law or these Terms, to temporary or permanent injunctive relief enjoining such act or threatened act in any court of competent jurisdiction without any requirement to post a bond or provide other security.

#### 22. CUMULATIVE REMEDIES

All rights and remedies provided to Solvias in these Terms and any Orders are cumulative and not exclusive, and the exercise by Solvias of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available to Solvias under any applicable law in any jurisdiction.

#### 23. RELATIONSHIP OF THE PARTIES

Solvias is providing the Services as an independent contractor, is not an employee, agent, joint venturer or partner of the Customer, and has no authority to bind the Customer by contract or otherwise. Solvias acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that the Customer makes available to its employees. Solvias is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between Solvias and its personnel and the performance of Services by such personnel.

#### 24. ASSIGNMENT; WAIVER

The Customer may not assign its Order or any right or

interest therein or any other obligation arising hereunder without Solvias' prior written consent. Solvias' waiver of any breach or violation of these Terms or the provisions of any Order by the Customer shall not be construed as a waiver of any other present or future breach or breaches by the Customer.

Morrisville, NC, 17 March 2025