

SOPHION BIOSCIENCE STANDARD TERMS AND CONDITIONS

2025

In addition to the terms and conditions contained in Quotation, the following terms and conditions shall apply.

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General

The following terms and conditions apply to each and every order. Any other conditions shall only be binding if they have been expressly acknowledged by Sophion Bioscience A/S, Sophion Bioscience Inc., Sophion WFOE or Sophion Bioscience K.K. Hereafter “Sophion”.

In order to be effective, any oral agreements made prior to or at the time of concluding the contract must be confirmed by Sophion in writing.

Article 1 - Excusable Delays

Sophion Bioscience shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Sophion’s reasonable control, i.e. force majeure. Sophion shall notify the customer of any delay or failure excused by this article and shall specify the revised delivery date as soon as practicable. In the event of such a delay, subject to the clause following immediately below, there shall be no termination and the time of delivery or of performance shall be extended for a period equal to the time lost by Sophion by reason of the delay.

If the delay excused by this article extends for more than forty-five (45) days and the parties have not agreed upon a revised basis for continuing the delivery at the end of the delay, then either party, upon thirty (30) days written notice, may terminate the order with respect to the unexecuted portion of the delivery.

Article 2 - Right to Give Notice of Lack of Conformity, Disclaimers and Limitation of Liability

The customer has the right to give notice of lack of conformity in case the Sophion Instrument or related software or the Sophion Instrument measurement plates (hereinafter “the Products”) for a period of one year after delivery materially does not perform in according with specifications. If during a period of one year from the delivery, a) the customer gives Sophion written notice of such lack of conformity with respect to the Products (including a detailed description of the alleged lack of conformity, a copy of the customer’s failure analysis and sufficient information to track and evaluate the Products involved), b) if Sophion or its distributor requires so, the Customer sends the Products to Sophion at the customer’s expense using suitable packaging not less suitable than the original packing, and c) Sophion’s inspection of the Products discloses to the satisfaction of Sophion that the Products have such lack of conformity, then Sophion shall at its sole option either repair, replace or credit the customer for such Products within reasonable time.

Sophion does not assume any liability with respect to lack of conformity that after delivery are caused by lack of compliance with the manual for the Products, accident, abuse, misuse, unreasonable use, neglect, alteration, improper installation, exposure to harmful chemical substances or electromagnetic or electrical elements, further processing, assembly, repair or alteration by someone other than Sophion. The customer shall reimburse Sophion for all costs and expenses reasonably incurred by Sophion or its distributor as a result of unfounded lack of conformity claims. The customer acknowledges that even if the Products in all material aspects fulfill specifications, a running-in period is likely to be necessary primarily due to the specific nature of the customer’s biological material.

Sophion does not warrant that the capacity, compatibility, functionality, performance or reliability of the Products will meet the customer’s requirements or expectations, and especially Sophion does not guarantee the correctness, accuracy, reliability, performance or otherwise by the Products. Sophion does not warrant that the delivered Products will comply with the technical standards and legal or regulatory requirements of any particular jurisdiction. The customer acknowledges that it does not rely on any superior technical expertise or experience of Sophion or on any statements, whether oral or written, made by Sophion other than the specifications agreed to in writing between the customer and Sophion.

To the full extent permitted by law, apart from the foregoing rights to give notice of lack of conformity, Sophion hereby disclaims all warranties, representations, liabilities and obligations, whether express or implied and whether based on contract, quasi-contractual relations, tort, statue or otherwise, concerning the products, including any implied warranties of merchantability, fitness for a particular purpose, correspondence with description or non-infringement.

In no event will Sophion be liable for loss of profits, losses originating from missing, incorrect or misguiding research results, costs of substitute goods, customer processing costs, product recalls, or indirect, special or consequential damages even if Sophion has been advised of the possibility of such damages.

Sophion’s liability for direct damages shall not exceed the purchase price paid by the customer for the products that is the basis of Sophion’s liability.

Except for lack of conformity claims subject to a shorter prescription period, any claim against Sophion will be barred unless made by the customer in writing within one year after the delivery of the products.

Article 3 – Provision

The waiver by either of the parties of any breach of any provision hereof by the other party shall not be construed to be a waiver of any succeeding breach of such a provision or a waiver of the provision itself.

Should any section, or portion thereof, of the agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent jurisdiction or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be divisible and deleted in such jurisdiction; the agreement shall not otherwise be affected.

The relationship of the parties under the agreement is that of independent contractors. Neither party shall be deemed to be the agent of the other, and neither party is authorized to take any action binding upon the other.

All documents and reports produced for the purposes of this agreement shall be in the English language.

The terms and provisions contained in the agreement, constitute the entire agreement between the parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the parties with respect to the subject matter hereof, and no agreement or understanding varying or extending the agreement shall be binding upon either party hereto, unless in writing which specifically refers to the agreement, signed by duly authorized officers or representatives of the respective parties and the provisions of the agreement not specifically amended thereby shall remain in full force and effect.

Legal notices sent to either party shall be effective when delivered in person or transmitted by e-mail, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address set forth in the quotation, or at such other address as the parties may from time to time give notice. An e-mail of this agreement as well as a photocopy thereof shall be treated as “original” documents admissible into evidence unless a document’s authenticity is genuinely placed in question.

Article 4 - Trademarks

The customer shall neither obtain nor assert any rights in any trademarks or service marks of Sophion or its suppliers use in connection with any Product, and shall assist Sophion, on written request at Sophion’s expense, in perfecting and defending its trademark and service mark rights in any jurisdiction where the Customer uses the Products.

Article 5 - Intellectual Property - Software

If the customer orders any software and/or any software comes as part of any Products, the software may be subject to additional terms and conditions shipped along with such software. The customer agrees to abide to such additional terms and conditions and/or to the terms and conditions contained in Appendix 1. The Products contain Oracle/MySQL software, and the entry level Oracle/MySQL database is included in the price. If the customer has a separate service agreement with Sophion, updates to the Oracle/MySQL software are included in the payments under such service agreement. If however, the customer does not have a service agreement with Sophion, updates are not included.

Sophion does not warrant that the customer’s particular or special use of the Products does not infringe third party intellectual property rights.

The customer may not duplicate, reverse engineer, decompile disassemble, or create derivative works of the Products or any software associated therewith.

Article 6 - Retention of Title

Sophion hereby reserves title to all Products delivered to the customer, and ownership of all the Products shall remain with Sophion, until the customer has fully paid all amounts due to Sophion under these terms and conditions. At Sophion’s request, customer shall execute, deliver to Sophion, or file such additional instruments and take such additional action as may be necessary to perfect a security interest in favor of Sophion in all Products, title to which remains with Sophion.

Article 7 - Choice of Law and Venue

All disputes or controversy arising out of or in connection with the transaction to which these terms and conditions pertain shall be governed by the laws of Denmark, excluding the UN Conventions of the International Sale of Goods (CISG) and without giving effect to its conflict of law provisions.

The competent court shall be the Maritime and Commercial Court (Sø- og Handelsretten) in Copenhagen, Denmark, if the nature of the case allows the case to be settled at this court. In other cases, the local court in Glostrup jurisdiction, Denmark shall be the agreed venue.

Article 8 - Shipment and delivery

Consumables

Shipment one-three (1-3) working days after Sophion receives the purchase order unless otherwise stated in the order confirmation.

Spare parts

Shipment one-five (1-5) working days after Sophion receives the purchase order unless otherwise stated in the order confirmation.

Automatic Patch Clamp instruments (e.g. Qube or QPatch)

Shipment six-twelve (6-12) weeks after Sophion receives the purchase order unless otherwise stated in the order confirmation.

Semi-automated instruments (e.g. QPatch Compact)

Shipment one-three (1-3) weeks after Sophion receives the purchase order unless otherwise stated in the order confirmation.

Cell lines

Shipment two-four (2-4) weeks after Sophion receives the purchase order unless otherwise stated in the order confirmation.

Article 9 – Pricing

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Further, prices payable by the Buyer shall be subject to immediate increase, should the Seller as a result of governmental action or regulation including, without limitation, those contemplated by an investigation under Section 232 of the Trade Expansion Act of 1962 (19 U.S.C. §1862) or those contemplated by an investigation under Section 301 of the Trade Act of 1974 (19 U.S.C. §2411), incur additional duties, tariffs or restrictions on products sold hereunder, or on the raw materials that are used in making such products. In no event shall prices include any amounts imposed on the Buyer in connection with Buyer's purchases from Seller, such as taxes, including but not limited to Value Added Tax (VAT) or excise taxes, duties, tariffs, or any other costs assessed against the Buyer by a governmental authority.

Article 10 – Life span of Service and Support contracts

All service and support contracts (Bronze, Silver, Gold and Platinum) have a standard life span of 8 years calculated from the date of the installation and provided a continued sign-up period for contracts, starting from the installation date. In case of a pause in the contract coverage, Sophion retains the right to access the individual instrument for eligibility for service and support contract coverage.

After 8 years, it is possible to apply for an extension, 1 year at the time, to a maximum of 10 years' coverage in total.

The minimum sign up period is 1 year but can be multiples hereof and can also be in steps of 0.5 year.

Article 11 – Requirements to maintain the coverage by the Service and Support contracts

The items and services mentioned as included in Sophion Service and Support contracts, under the title “Service includes”, are only valid when these requirements are fulfilled:

- The instrument must be stored and used only in the environmental conditions stated in the user manual and the questionnaire. The latter is provided before installation.
- Operation of the instrument must only be done by trained personnel

Article 12 - Miscellaneous

Unless otherwise specified in writing, all payments required according to this Agreement shall be made by transfer to the bank account nominated by Sophion with reference to the quotation number.

The bank account nominated by Sophion is as follows:

Address	Sophion Bioscience A/S Industriparken 39 DK-2750 Ballerup Denmark
Tel	+45 44 60 88 00
Fax	+45 44 60 88 99
VAT no.	DK 10021065
Contact person	Michel Krall Jürgens
Email	mju@sophion.com
Tel	+45 4460 8848
Bank	Nykredit Under Krystallen 1 DK-1780 Copenhagen V Denmark

Bank accounts by currency

Currency	DKK
Bank account	5470-0001530929
IBAN	DK0254700001530929
SWIFT	NYKBDKKK

Currency	EUR
Bank account	5470-0009674989
IBAN	DK7054700009674989
SWIFT	NYKBDKKK

Currency	GBP
Bank account	5471-0009664531
IBAN	DK0754710009664531
SWIFT	NYKBDKKK

Currency	USD
Bank account	5470-0009674997
IBAN	DK4854700009674997
SWIFT	NYKBDKKK

Appendix 1 special conditions that apply to software contained in the products

All rights reserved

The software provided with the Sophion Instrument, including all software included in the Sophion Instruments and their accessories, Sophion Analyzer and all software executed on servers to enable Oracle/MySQL databases in connection with Sophion Instrument operation. Edition One is protected by copyright. The software may not be copied unless specified in this licensing agreement or in other licensing agreements made with Sophion Bioscience A/S or Sophion Bioscience Inc. Sophion KK. (hereafter named “Sophion”).

General Sophion Software Licensing

The Sophion Instrument software is licensed to be used only by the legal entity (hereafter named “the customer”) that executed this license agreement.

The Sophion Instrument software is licensed to be used by a specified number of named users. The customer is required to inform Sophion about how many individual users that are using the Sophion Instrument software. It is not allowed to have more users for a Sophion Instrument than the number of purchased named user licenses.

A named user is defined as an individual authorized by you to use the programs, regardless of whether the individual is actively using the programs at any given time.

Named users of Sophion Instruments are allowed to install the Sophion Instrument software on their personal desktop computer, laptop computer and home computer, but the installed Sophion Instrument software may only be used by the named user.

All software included in the Sophion Instruments and their accessories, Sophion Analyzer and all software executed on servers to enable Oracle/MySQL databases in connection with Sophion Instrument operation are supplied pre-installed by Sophion. The customer is only allowed to install updates to this software on the same physical equipment that earlier versions of the software were originally pre-installed on by Sophion, unless specific written permission is given by Sophion.

The customer is required to specify a person’s name and person contact information to Sophion, for the person in your organization who is responsible for keeping track of who and how many persons that are using Sophion Instrument software.

Sophion Instrument Software and Oracle/MySQL Database Software licensing information

Upon Sophion’s acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation.

The licenses to the Sophion and Oracle/MySQL software provided with the Sophion Instrument are limited in the following way:

1. The use is limited to the scope of the Sophion Instrument and to the internal business operations of the customer subject to the terms of this license agreement.
2. Agents or contractors (including, without limitation, outsourcers) may use the Sophion Instrument application package on the licensee’s behalf, provided that named user software licenses are purchased for these, and that the licensees are responsible for the agent’s, contractor’s and outsourcer’s compliance with this license agreement.
3. Sophion and Oracle/MySQL or its licensor retains all ownership and intellectual property rights to the programs.
4. It is prohibited to assign, give, or transfer the programs and/or any services ordered or an interest in them to another individual or entity.
5. It is prohibited to
 - a. use the programs for rental, timesharing, subscription service, hosting, or outsourcing
 - b. to remove or modify any program markings or any notice of Sophion’s, Oracle’s, MySQL’s or its licensors’ proprietary rights
 - c. to make the programs available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific program license)
 - d. to title to the programs from passing any third party.
6. It is prohibited to reverse engineer (unless required by law for interoperability), disassembly or decompile the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibited to duplicate the programs except for a sufficient number of copies of each program for the customers licensed use and one copy of each program media.
7. We disclaim, to the extent permitted by applicable law, Sophion’s and Oracle’s and MySQL’s liability for

- a. any damages, whether direct, indirect, incidental, special, punitive or consequential
 - b. any loss of profits, revenue, data or data use, arising from the use of the programs.
8. You are required to, at the termination of the agreement, to discontinue use and destroy or return to Sophion all copies of the programs and documentation that are in your possession.
9. You are prohibited from making public any results of benchmark tests run on the efficiency of the Oracle/MySQL software.
10. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
11. You are hereby notified that the programs are subject to a restricted license and can only be used in conjunction with the Sophion Instrument.
12. Oracle/MySQL is not required to fulfil any obligations or incur any liability not previously agreed between you and Oracle.
13. Upon 45 days' written notice, Sophion may audit your use of the programs. You agree to cooperate with Sophion's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Sophion can end your technical support, service plan, licenses and/or this agreement. You agree that Sophion shall not be responsible for any of your costs incurred in cooperating with the audit. You permit Sophion to report the audit results to Oracle/MySQL.
14. Some programs may include source code that Oracle/MySQL or Sophion may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this license agreement.
15. Third party technology that may be appropriate or necessary for use with some Sophion or Oracle/MySQL programs is specified in the application package documentation or as otherwise notified by you and that such third-party technology is licensed to you only for use with the application package under the terms of the third-party license agreement specified in the application package documentation or as otherwise notified by you and not under the terms of this license agreement.
16. Sophion cannot be held responsible for any damage caused by the use of the Sophion Instrument or related software. Sophion does not guarantee the correctness, accuracy, reliability, performance or otherwise of the Sophion Instrument. The user assumes the risk as to the results and the performance of the Sophion Instrument.
17. Unless specifically deviated in the above, the Sophion Standard Terms and Conditions apply.