

1. GENERAL

- 1.1. These general terms and conditions apply to and form part of the order terms (the "Order Terms") between DNASense and the customer (as defined in the Order Terms) and to any other agreements made between DNASense and the customer. The Order Terms and these General Terms and Conditions are hereinafter together referred to as the "Agreement".
- 1.2. Without other explicit notification from the customer, receiving of customer samples by DNASense shall constitute acceptance of a forwarded project offer whereupon the offer details are to be regarded as the Order Terms.

2. THE ASSIGNMENT

- 2.1. DNASense is the supplier of the data analysis/products as described in the Order Terms (the "Assignment"). The data analysis/products are based on state-of-the-art research in microbial ecology and DNA sequencing. DNASense uses reasonable skill and care in performing the Assignment, but achievement of results cannot be warranted, and the data analysis/products are thus delivered "as is".
- 2.2. DNASense's services are limited to the services described in the Order Terms. The Customer is aware of the limitations in the used methodology applied by DNASense in performing the Assignment and the deliverables, cf. in this connection the webpage of DNASense. To avoid doubt, the Assignment shall not, unless otherwise agreed explicitly in writing, include advice on the results of the Assignment as the Customer is seeking and will rely on the advice of its own advisers for any such matters.
- 2.3. If, in connection with the Assignment, the Customer instructs DNASense to, and DNASense agrees to carry out, any additional work or act not provided for in the Agreement, the basis for the remuneration set out in the Order Terms shall be reviewed, cf. Section 4.1 below.
- 2.4. In order to facilitate the Assignment, DNASense may, subject to making a non-disclosure agreement if such is deemed relevant in the opinion of DNASense, obtain assistance from other service providers at DNASense's own discretion.
- 2.5. DNASense shall not have any responsibility or liability for the work, advice or actions of the Customer's other advisers and service providers.
- 2.6. The Assignment does not prevent DNASense from taking assignments from other companies within the same line of business as that of the Customer. DNASense shall thus be entitled to perform similar assignments for other Customers. DNASense has the right to use the experience from the execution of the Assignment.
- 2.7. The Customer agrees that any products and/or advice given by DNASense in the course of the Assignment is provided solely for the purpose of the Customer in connection with the Assignment and may not be used or relied upon by any other party or for any other purpose.
- 2.8. Any agreed delivery time for the Assignment shall always be considered as guideline only and is not binding for DNASense unless otherwise explicitly agreed in writing.

3. CUSTOMER INFORMATION

- 3.1. The Customer shall keep DNASense fully informed of any matters of any nature relevant to or that may influence the Assignment. The Customer shall ensure that the information supplied by the Customer, its representatives, or other advisers to DNASense is complete and accurate. If the Customer subsequently discovers that the information provided to DNASense is untrue, inaccurate, or otherwise misleading, the Customer shall notify DNASense immediately.

4. REMUNERATION, EXPENSES, CANCELLATION AND PAYMENT TERMS

- 4.1. The remuneration to be paid by the Customer is set out in the Order Terms. The Customer acknowledges that DNASense will review its fees if the Assignment is altered in any material way. In cases where the Customer modifies the Assignment (following acceptance of said Assignment changes by DNASense) and with aforesaid modification leading to a reduction in the amount of work to be performed, DNASense is nonetheless entitled to the total amount of the remuneration agreed upon. A modification of the order leading to an increase in the amount of work to be performed by DNASense shall be considered a new Assignment and must hence be agreed upon by both parties.
- 4.2. Regardless of whether the Assignment is completed or not, the Customer shall pay all out-of-pocket expenses such as travel expenses, printing, purchase of external information, courier and other forwarding services and other services purchased on behalf of the Customer, cf. section 2.4. Out-of-pocket expenses exceeding EUR 1.000 are subject to the Customer's prior approval.
- 4.3. Payment of fees and costs related to the Assignment shall be made against invoice no later than on the due date stipulated in the invoice (otherwise within 8 days of the invoice date). DNASense is authorized to forward periodical on-account invoices to the Customer. Any amount payable by the Customer to DNASense is subject to VAT, unless otherwise provided by applicable law. The Customer is not entitled to set-off any claims against DNASense, including any claims pursuant to the Agreement, against any fees payable under the Agreement. In case of late payment interest will be charged pursuant to the Danish Interest Rates Act (renteloven).
- 4.4. The Customer has 10 days right of cancellation after the receipt of the Order Terms. Following the 10 days, the Customer may only cancel, alter, or modify the Assignment with the acceptance from DNASense.

5. CONFIDENTIALITY

- 5.1. DNASense and the Customer undertake for three (3) years to keep all material and any confidential information, including but not limited to business, each party's products and deliverables and directors and employees of the other party which comes into its possession during the Assignment confidential and to use such confidential information solely for the purpose of the Assignment. However, the parties agree that the other party may disclose any confidential information if:

- 5.1.1. at the time of disclosure to the receiving party such information was or subsequently has come into the public domain,
- 5.1.2. such information was already lawfully in the possession of the receiving party,
- 5.1.3. such information is required to be disclosed by any applicable law or regulation to which the receiving party is subject, provided that the receiving party will endeavour to notify the disclosing party hereof prior to such disclosure,
- 5.1.4. such information has been or will be developed by the receiving party independently from the confidential information.

5.2. DNASense cannot warrant that confidentiality is maintained when communicating externally, including by way of e-mail or fax. At the Customer's written request, encryption systems or digital signatures are applied.

6. INDEMNIFICATION

6.1. The Customer shall indemnify and hold harmless DNASense (including its directors, officers, employees, agents, advisers or representatives), at its own account, from and against all claims, actions, expenses, costs, damages, losses or liabilities arising out of or in connection with the Assignment or incurred directly or indirectly in connection with the Assignment, provided, however, that the Customer is not responsible for any such claims, actions, expenses, costs, damages, losses or liabilities arising out of DNASense's fraud, gross negligence or wilful misconduct. The Customer shall reimburse DNASense for any expenses, including legal expenses, incurred by DNASense in relation to its investigation, preparation, or defence in connection herewith.

7. LIMITATION OF LIABILITY

- 7.1. DNASense, its directors, officers, employees, agents, advisers, and representatives shall not be liable in any way to the Customer for any claims, actions, expenses, costs, damages, losses, or liabilities incurred by the Customer for or in connection with the Assignment unless any such liability arises out of DNASense's fraud, gross negligence, or wilful misconduct. DNASense's liability in connection with any Assignment is limited to a maximum of EUR 50,000.
- 7.2. DNASense shall not under any circumstances be liable for the commercial performance of any party or for lost profits or for other indirect or consequential losses. Furthermore, DNASense shall not be liable for any claims, actions, expenses, costs, damages, losses, or liabilities caused by independent advisers whether instructed by DNASense or not.
- 7.3. The Customer agrees that no actions or proceedings whatsoever may be taken against any of DNASense's directors, officers, employees, agents, advisers, or representatives in respect of any claim the Customer may have against DNASense.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The carrying out of an Assignment by DNASense will take place according to procedures determined by DNASense. All intellectual property rights to these procedures made under an Assignment shall belong to DNASense.

9. EXPIRATION OF SERVICES

- 9.1. DNASense shall keep and maintain any materials received and not spent during analysis for up to 3 years. After this time DNASense reserves the right to discard customer provided materials without further notification to customer, although with no requirement of DNASense to do so. This expiration time shall also apply to the storing of raw and processed data results generated during the Assignment.
- 9.2. Additional services, assistance or changes to the Assignment requires notification of DNASense no later than 3 months after the invoicing date. Later enquiries will be considered as a new and separate Assignment.
- 9.3. An extension or changes to the standard expiration of services requires an explicit agreement between DNASense and the customer.

10. SEVERABILITY

10.1. The provisions of the Agreement are independent and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

11. GOVERNING LAW AND JURISDICTION

- 11.1. All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Denmark.
- 11.2. Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence or validity thereof, shall be settled by simplified arbitration administered by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. However, DNASense shall always be entitled to institute legal proceedings against the Customer at any court having jurisdiction over the Customer.
- 11.3. Section 11 shall not preclude either party from initiating legal proceedings concerning injunctions before the ordinary courts with a view to enforcing or preventing continued breach or damages.

DNASENSE SHIPPING GUIDELINES

General

- We recommend shipping samples at the beginning of a week to avoid prolonged transit during a weekend.
- Please forward samples' metadata including labelling as an excel file for correct identification of samples, and clearly label all samples in accordance with metadata sheet.
- **Customs declaration:** The EU introduced new protocols as of 1 July 2021 mainly intended to curb mass import of subpar retail products but also affecting B2B shipments. For shipments from outside the EU a nominal value > 0 € must be indicated and a customs declaration filled out. DNASense will pay (or reimburse) the VAT and customs handling fee, but it is important that the shipment paperwork is done correctly to avoid delays. **All major logistic carriers have detailed guides available.** For the shipment content description please state '*none-hazardous environmental samples for analysis*'.

Biomass

- If the transfer time is short (~2 days) the samples can be shipped frozen with ice packages in an insulated container. For extended transfer time, we recommend adding RNA later to the samples or shipping on dry ice. In some special cases sample freezing drying may be necessary if keeping samples cold is not an option.
- Biomass for RNA purification and analysis should be immediately preserved in e.g. RNeasy during sampling and shipped on dry ice with transit time < 2 days.

Purified DNA

The samples can be shipped frozen with ice packages in an insulated container. The shipped DNA should preferably have a concentration of > 2 ng/μL measured with a DNA-specific fluorometric assay (e.g. Qubit dsDNA assay) and in a total volume of 20 μL. We recommend the tubes to be sealed with wrapping film (e.g. Parafilm) to avoid evaporation during transfer time. If the samples are sent in a 96-well plate, the wells should be closed with lids and not foil.

Purified RNA

The samples can be shipped frozen with plenty of dry ice for a short transit time (~2 days). The shipped RNA should preferably have a concentration of > 2 ng/μL measured with an RNA-specific fluorometric assay (e.g. Qubit RNA HS assay) and in a total volume of 20 μL. We recommend the tubes to be sealed with wrapping film e.g., Parafilm to avoid evaporation during transfer time. If the samples are sent in a 96-well plate, the wells should be closed with lids and not foil.

Shipping address

Novi Science Park
Att: DNASense [Assigned project CP-number from quote/contact email]
Niels Jernes Vej 10
9220 Aalborg
Denmark

The reception opening hours are 8:00 am - 4:00 pm Monday to Thursday, 8:00 am – 3:30 pm Friday. If possible, please forward the shipment track & trace number, so we can follow the delivery progress.