

General Terms and Conditions of Service and Delivery

of

Dr. Felgenträger & Co., Öko-chem. und Pharma GmbH

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Germany

I. Application; Offers; The Clients' obligation to inform

1. These general terms and conditions of service and delivery (hereinafter referred to as "Conditions") shall apply to all - including future - agreements for deliveries and other services between Dr. Felgenträger & Co., Öko-chem. und Pharma GmbH (hereinafter referred to as "we" or "us") and Clients who are entrepreneurs (Sec. 14 BGB (German Civil Code)), a legal entity under public law, or a public separate estate. We will not recognize conflicting or deviating terms and conditions of the Client, unless we expressly agree to the application thereof in writing. We are hereby objecting to potential terms and conditions of the Client in the event that we receive such conditions in a confirmation letter or in other ways, or we perform deliveries or services vis-a-vis the Client without reservations, or we accept services by the Client without reservations without objecting to the Clients' terms and conditions again.
2. Our offers are non-binding. Agreements, in particular ancillary verbal agreements, acceptances, guarantees, and other assurances by our staff shall only be binding upon our written confirmation. The actual delivery of products, provision of services, our other behaviours on our end, or silence do not justify any reliance of the Client on the conclusion of a contract.
3. The written form required in these conditions shall also be deemed adhered to when sending a fax or email.
4. Prior to the conclusion of a contract, the Client shall give us written notice if the products to be delivered are not exclusively to be suitable for their common use or if the products are to be used in uncommon conditions or conditions, which constitute a specific health or safety risk. Moreover, the Client shall notify us regarding any atypical damage potentials or damage amounts connected to the specific supply contract.

5. We shall provide our services exclusively in an independent activity and shall not be subject to any instructions from the Client in the provision of deliveries and services. The Client will only make specifications regarding the content, scope and manner of the delivery or service provision, insofar as these are necessary for the proper execution of the contract.
6. We are entitled to also act for other Clients.
7. We may also use third parties for the fulfilment of our tasks. However, we remain responsible for the proper fulfilment of the contractual obligations towards the Client.

II. Conclusion of contract; Scope of service

1. The specific supply contract shall be concluded after the Client has placed a written order with the receipt of our written order confirmation by the Client.
2. We owe to the Client only the provision of those deliveries and services, which are explicitly described in our written order confirmation.

III. Cooperation obligations of the Client; Special storage and use conditions

1. The Client is aware that a comprehensive diagnostic investigation forms the basis for an effective vaccine. A targeted investigation of the problem and the definition of problem germs will lay the foundation for a good herd-specific vaccine. We offer in-house diagnostics and we also work together with renowned testing facilities in order to be able to process all enquiries. The Client acknowledges that due to the complexity and strong client-relatedness of the required supplies and services, a particularly close cooperation between the Client and us is necessary. Both parties therefore commit themselves to mutual consideration, comprehensive information, precautionary warning of risks and protection against disruptive influences, including from third parties.
2. In particular, the Client shall be responsible for ensuring that all information and documents necessary for the provision of the deliveries and services owed by us are made available to us without being requested, in good time and free of charge for us, and that we are informed of all processes and circumstances that are directly or indirectly relevant for our deliveries and services. This also applies to documents,

information, processes and circumstances, which only become known during our activities.

3. If the Client commissions us to provide consultancy services, he nevertheless remains fully responsible for the correct and complete determination of his needs. In this respect, we act only out of professional politeness and courtesy, but do not assume any warranty or liability for this.
4. The Client acknowledges and warrants that the products may only be stored and used by qualified personnel as stated on the relevant product packaging (including inserts), the specifications or as otherwise stated by us in writing.
5. We may, upon reasonable notice, audit or cause to be audited the storage conditions of the products to be maintained by the Client, including but not limited to all storage temperature and other inventory records. The Client is obliged to keep records of storage for a period of at least 6 months after use of the products and to provide us with copies upon request.
6. The Client shall ensure on its own responsibility that he establishes and maintains a traceability system for the products he sells, which enables him to recall a product from the purchaser if necessary, if we or the competent authorities order such a product recall. At our request, the Client shall immediately provide us with all customer-related and other data that we require in order to be able to comply with our officially ordered and other legal obligations.
7. The Client assumes all cooperation services mentioned in the above paragraphs 1-6 as his own essential contractual obligations.

IV. Prices; Terms of payment

1. Our prices are calculated, unless agreed otherwise in writing, ex our premises, plus statutory sales tax, in the respective amount valid at the time of conclusion of the contract.
2. Unless otherwise agreed in the offer in writing, the invoicing of the owed price takes place directly after our delivery. Payments are to be made to our account without any deductions, in each case not later than 30 days after the reception of the invoice. The receipt of the money on our account is always decisive for the payment date. The Client shall be deemed in default at the latest 10 days after the due date of the receivables

without a warning being necessary. If the payment deadline is exceeded, at the latest from the time of default, we shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate. The assertion of further damages caused by default remains reserved.

3. We reserve the right to change our prices appropriately at our reasonable discretion if price-relevant costs reductions or cost increases occur after conclusion of the contract, in particular due to collective wage agreements or changes in material prices and energy prices. We shall make use of this right in particular if there are more than four months between the original calculation and the date of performance. In the event of cost reductions, e.g. relating to products from third party providers, we shall be entitled to reduce prices insofar as these cost reductions are not fully or partially offset by increases in other areas. Price increases, e.g. concerning products of third-party providers, can only be used by us for a cost increase to the extent that they are not compensated by possible cost reductions in other areas. In exercising our reasonable discretion, we shall select the time of a price change in such a way that cost reductions are not considered according to standards that are less favourable for the Client than cost increases.

V. Set-off; Retention; Plea of uncertainty

1. The Client shall not be entitled to offset against our claims, unless the counterclaim is undisputed or has been finally adjudicated. Furthermore, the Client shall not be entitled to retain payments or to suspend any other obligations incumbent upon him, unless we have materially violated due obligations from the same contractual relationship despite written warning and have not offered adequate safeguarding. Sec. 215 BGB (German Civil Code) shall not apply. In the event of defects in the delivery or service, the counter rights of the Client shall remain unaffected.
2. Insofar as our payment claim appears to be jeopardized as a result of circumstances occurring after the conclusion of contract, due to which a substantial deterioration of the financial situation of the Client must be feared from our perspective, we shall be entitled to immediately demand payment of open receivables. If the Client is in arrears with payments, which we deem an endangerment of our receivables, we shall additionally be entitled to take back already delivered products, to potentially enter the Clients` premises and take away the products. We may also prohibit the use of the

delivered products. If we incur costs for the disposal of the returned products taken back, the Client shall reimburse us for these costs. This shall not apply if the Client is not at fault for the arrears in payments. The retrieval is not a withdrawal from the agreement. In both cases, we can demand advance payment for outstanding deliveries and services. The Client can avert all of these legal consequences by providing collateral security in the amount of our jeopardized claim for payment. We have a claim for usual collateral in terms of nature and extent for our receivables, also insofar as they are conditional or restricted. The statutory provisions regarding payment default remain unaffected.

VI. Terms of delivery and delivery dates; Default

1. Terms of delivery and delivery dates shall only apply approximately, unless we expressly denoted them as binding in writing. Binding terms of delivery shall be deemed to begin after the receipt of all documents required for the execution of the order, potential timely material sourcing, and agreed down payments. Incidentally, the agreed terms of delivery will begin with the date of our written order confirmation.
2. Should the Client not fulfil its cooperation or secondary duties in due time, such as, providing documents, provisions, making down payments, etc., we shall be entitled to appropriately extend the agreed delivery terms and dates according to the needs of our course of production and operating procedure, irrespective of our rights based on the default of acceptance of the Client.
3. If the Client does not request the commissioned services from us or does not request them on the agreed date (clause VI/1), we shall be entitled to invoice the Client for the commissioned services after the expiry of a reasonable period set in writing, which shall be at least 14 days. We shall then provide the actual service at a later date at our reasonable discretion; originally agreed dates shall lose their validity in this case.
4. Delivery terms and dates shall be deemed adhered to if the products to be delivered have left our operation at the end thereof. If the products cannot be sent out on time without any fault on our part or the Client fails to timely call them off, the terms and dates shall be deemed adhered to upon notification on readiness for shipment.
5. Our delivery obligation shall be subject to our suppliers delivering to us correctly and punctually, unless we are at fault for receiving incorrect or late delivery.

6. We shall not be liable for impossibility or delay in delivery or performance of services if such impossibility or delay is caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, mobilization, war, riot, strike, traffic accident, natural disasters, sabotage, serious illness of key employees, pandemic, epidemic, quarantine, border closures, lockdown, exit restrictions, official or sovereign intervention or similar events) for which we are not responsible. Insofar as such events make it significantly more difficult or impossible for us to deliver or perform and the impediment is not only of temporary duration, we shall be entitled to withdraw from the affected contract. In the event of hindrances of only temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable restart period. Insofar as the Client cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract concerned by giving us immediate written notice.
7. In the event that we are in default, the amount of compensation for default damages shall be limited to 1.0 % for each full week of delay, at the most to 5 % of the value of the delayed part of the performance. The Client reserves the right to prove that a higher damage has occurred. We reserve the right to prove that no damage or only significantly smaller damage was incurred.
8. At the end of an adequate grace period determined by the Client in writing, which shall be 2 weeks at least, the Client may insofar terminate the affected contract, if the products have not been sent out or reported ready for shipment by the end of the grace period respectively the service is not provided. The same shall apply if delivery of the products or the provision of services becomes impossible for reasons which are our responsibility. We will promptly notify the Client of the occurrence of an unforeseen event and communicate a period of time for supplementary performance.
9. The Client shall not have any additional rights due to default. Any recourse to other bases of claims, in particular of non-contractual nature, shall be excluded.

VII. Reservation of title

1. All delivered products shall remain our property until any and all receivables have been settled by the Client from the business relation, irrespective of the legal ground, including receivables arising in the future or that are conditional (hereinafter referred to as "Reserved Goods").

2. Treatment and processing of the Reserved Goods shall occur for us as manufacturer in terms of Sec. 950 BGB (German Civil Code) without obligating us. The processed goods shall be deemed Reserved Goods within the meaning of Sec. VII/1. In case of processing, compounding and mixing of the Reserved Goods with other goods by the Client, we shall be entitled to co-ownership of the new goods in proportion to the invoice amount of the Reserved Goods to the invoice amount of the other goods used. If we cease to be the owner due to compounding or mixing, the Client shall already assign us the proprietary rights to the new inventory or the goods to which it is entitled in the scope of the invoice amount of the Reserved Goods at this point in time and shall store it for us free of charge and in trust. The co-ownership rights arising herefrom shall be deemed Reserved Goods within the meaning of Sec. VII/1.
3. The Client may only sell the Reserved Goods in regular business dealings under its usual terms and conditions and only as long as it is not in default. The Client shall not be entitled to other disposal of the Reserved Goods, in particular a repeated transfer of ownership, pledging, or assignment of our retention rights to third parties.
4. The Clients` receivables from its purchasers from the resale of the Reserved Goods shall already be assigned to us in the amount of the invoice amount of the Reserved Goods at this point in time. This shall also apply in the case of a resale after processing within the meaning of Sec. VII/2. We hereby accept the assignments. The assignment in advance shall also extend to all substitutes for the Reserved Goods, e.g. receivables from third parties (insurance, injuring parties) due to loss of or damage to the Reserved Goods.
5. The Client shall be entitled to collect receivables in trust from the resale until our revocation, which shall be admissible at any time. At our request, the Client is obligated to immediately notify its buyers of the assignment to us – unless we do so ourselves – and to give us the information and documents required for collection.
6. In the event of an occurred or impending pledging or other impairment of our Reserved Goods by third parties, the Client is to immediately notify us in writing and to label our property of which we retain the title as such.
7. If the value of existing securities should exceed the secured receivables in total by more than 10 %, then we shall upon written request of the Client insofar be obligated to release securities at our own choice.

8. If the above-mentioned rights to retention of title are not valid or enforceable under the law of the territory where the goods are located, the security corresponding to the retention of title in this territory shall be deemed as agreed. The Client undertakes to take and to collaborate in all required measures which are necessary to substantiate and retain comparable rights or securities.

VIII. Performing Delivery; Transfer of Risk

1. Unless otherwise out down on paper, the delivery of products will be made EXW (Ex works - Incoterms 2020) at our registered office. We shall provide insurance only upon written instruction and at the expense of the Client.
2. We are entitled to make partial deliveries insofar as they are reasonable for the Client.
3. The risk shall pass to the Principal upon delivery (EXW, see Sec. VIII/1). This shall also apply in the case of partial deliveries.

IX. Warranty; Examination and notification duty

1. The products shall be deemed defective if the Client proves that they noticeably deviate from the type, amount, and quality agreed in our written order confirmation at the time of the passing of the risk. If there is no such agreement, the defectiveness of the products shall be assessed in accordance with the DIN and EN standards effective at the time of the conclusion of the contract, and if such standards are not available, according to customary business practice and routine. References to standards and similar guidelines as well as specifications on quality, types, dimensions, weight, and usability of the products, specifications in drawings and illustrations, as well as statements in advertising material shall not constitute assurances or guarantees if they are not expressly designated as such in writing. The same shall apply to conformity declarations and associated mark such as CE or GS.
2. Suitability and usage risks fall to the Client alone.
3. The existence of deficiency in title shall be determined pursuant to Sec. 435 BGB (German Civil Code).
4. The Clients` warranty right require that it properly fulfilled its duty to examine the products and notify us of any defects, both under the applicable law and these

Conditions. The Client shall be obligated vis-à-vis us to immediately examine each individual delivery in all respects for noticeable and typical deviations, and to promptly notify us in writing of each determined defect, but at the latest 3 days after handover. Any defect which is not discovered until later despite thorough examination shall be notified to us immediately, but at the latest 5 days after discovery.

5. Insofar as the products have a defect for which we are at fault, we shall remedy the defectiveness or provide replacement at our discretion. Where we remedy the defect, we shall be obligated to bear all costs required for the purpose of remedying such defect, in particular transportation, labour, and material costs, insofar as they do not increase due to the products being delivered to a different destination than the original place of performance.
6. The Client is to give us time and opportunity to determine the noted defect and to examine the rejected products. The rejected products are to be immediately returned to us upon our request; we shall assume the transportation costs if the notice of defect is justified. If the Client does not give us an opportunity to examine the rejected products or samples thereof despite our request, it shall not be entitled to claim the defectiveness of the products. An unjustified demand for the remedy of a defect shall entitle us to claim compensation for damages if the Client could have discovered upon thorough examination that no defect existed.
7. We shall do not provide any guarantee caused by unsuitable or improper use or Storage of the products by the Client or third parties, normal wear and tear, faulty or negligent handling, nor for the consequences of improper changes on the products made without our consent by the Client or third parties. The same shall apply to defects which only insignificantly lower the value or the suitability of the products.
8. There are no additional claims due to defects of the products. Any recourse to competing bases of claims, in particular of non-contractual nature, shall be excluded.
9. All claims by the Client due to delivery of deficient goods shall expire one (1) year after the beginning of the statutory limitation period. Claims based on malicious and deliberate violation of the agreement shall remain unaffected. Replacement delivery or rectification shall not result in a new beginning of the statutory limitation period.

X. Special provisions for autogenous vaccines

1. Autogenous vaccines are inactivated immunological veterinary medicinal products prepared from pathogens and antigens derived from animals in an epidemiological unit and used for the treatment of those animals in the same epidemiological unit or in a unit with a confirmed epidemiological link. The products shall only be used with that animal or animals in the same epidemiological unit or for the treatment of an animal or animals in a unit with a confirmed epidemiological link, in accordance with all applicable legislation, by persons authorised to administer under the supervision of a trained and accredited veterinarian who shall strictly comply with the conditions of use of the product as specified in the package leaflet. Specific warnings as stated in the package insert must be scrupulously observed. Since we cannot control the circumstances of the individual case in which isolates are obtained or products are administered, we expressly disclaim any responsibility or liability in connection with the use of autogenous products. Consequently, we shall not be liable for incidents resulting from non-compliance with the specific conditions of prescription, storage and use, nor for any claims that may arise therefrom.
2. Autogenous products are manufactured exclusively for the specific disease and may not be sold or otherwise passed on to third parties. Once we have accepted an order from the Client for such autogenous products (clause II/1), this specific contract can no longer be cancelled by the Client. All autogenous products are manufactured to the specific order of the Client. By placing his order, the Client undertakes to purchase and pay for the ordered quantity of autogenous products.

XI. Liability; indemnity

1. Except for liability under the Product Liability Law (ProdHaftG), for malicious nondisclosure of a defect, due to a guarantee we assumed for the quality of the products or for service or for damages arising from culpable injury to life, limb, or health, we are only liable to pay damages vis-a-vis the Client in the case of a breach of duties arising from the contract concluded with the Client in accordance with the following provisions for damages without waiving the statutory requirement for such a liability.
2. We are only liable for the culpable breach of material contractual obligations and the grossly negligent or intentional breach of other contractual duties to Client. Material contractual obligations are such obligations which render, only if fulfilled, the proper

execution of the contract possible in the first place and on the fulfillment of which the Client relies and may rely regularly.

3. In the event of a breach of significant obligations by simple negligence, our liability shall be limited to the replacement of the foreseeable, typically occurring damage.
4. In the event of a breach of other, i.e. non-material contractual obligations existing vis-a-vis the Client by simple negligence, our liability shall be excluded.
5. The above limitations of liability shall also apply to breaches of duty by or in favour of persons for whose fault we are responsible in accordance with statutory provisions.
6. A change of the burden of proof to the disadvantage of the Client is not connected with the above restrictions.
7. Without waiving any further claims on our part, the Client shall indemnify us without limitation against all claims of third parties which are asserted against us on the basis of product liability or similar provisions, insofar as the liability is based on circumstances which were set, for example, by the use, marketing and advertising of the products by the client or other third parties without our express and written consent.

XII. Copyrights; property rights of third parties

1. With regard to cost estimates, drafts, drawings, and other documents, we reserve the right of ownership and the intellectual property rights; third parties may only be granted access thereto upon our prior written consent. Drawings associated with offers and other documents shall be returned upon request.
2. Insofar as we delivered products pursuant to requirements, samples, drawings, models, prototypes, or other documents provided by the Client, the Client warrants that third-party property rights are not violated. If third parties prohibit us from manufacturing and delivering such products in particular, invoking property rights, we shall be entitled to – without the obligation to verify the legal situation – insofar suspend all activities and demand payment of damages if the Client is at fault. Moreover, the Client shall be obligated to indemnify us immediately from all claims by third parties in connection therewith.

XIII. Place of performance; Place of jurisdiction; Applicable law

1. The parties shall attempt to settle any disputes arising out of or in connection with the legal relationship existing between them promptly in partnership and in good faith through negotiation.
2. If the parties do not succeed in settling disputes that have arisen through negotiation within 30 days after one party has requested the other party in writing to commence negotiations, both parties shall have recourse to the ordinary courts. The courts at our registered office shall have jurisdiction over all disputes arising out of or in connection with the legal relationship existing between the parties. However, we may, at our option, also sue the Client at his place of jurisdiction.
3. The place of performance for all obligations arising from the contractual relationship with the Client shall be our legal seat.
4. German law shall apply to all legal relationships between us and the Client, excluding its conflicts of law's provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

XIV. Secrecy

1. Both parties undertake to maintain strict confidentiality with regard to all business and trade secrets and to information of the other party that has been designated as confidential or is to be treated as confidential due to other circumstances, or of the companies affiliated with the other party pursuant to Sec.15 of the German Stock Corporation Act (AktG) that have become known to them or will become known to them even beyond the end of the contract period until it becomes known, but at least for a period of 3 years after the end of the contract period and not to use them for purposes other than those set out in this Agreement.
2. Both parties shall carefully store the business documents handed over to them, protect them from inspection by third parties and return them at the end of this agreement. The assertion of a right of retention is excluded. Both parties shall impose the same obligations on the employees and any third parties.

XV. Final provisions

1. The Client grants us the right to name him as a reference and in this context to use his company name and logo on our website and in presentations.
2. There are no oral or written ancillary agreements.
3. Amendments and supplements to these Terms and Conditions by individual contractual agreements within the meaning of Section 305b of the German Civil Code (BGB) do not require any form. Otherwise, amendments or supplements must be made in text form.
4. Should any provision of these Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these Conditions. The parties agree already now to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic intention. This shall also apply in the event of an unintended loophole.
