

## GENERAL TERMS AND CONDITIONS FOR MEDIA DESIGN

of biolution GmbH (hereinafter referred to as “biolution”)

### Our business model

Biolution is an international scientific communication and consulting company at the Vienna BioCenter in Neu Marx that offers tailor-made services in the field of life sciences. Our media design portfolio includes 3D visualisation (images, animations), audio/videos, post-production, photography, logo and corporate design developments, branding, graphic design, illustrations, information design, packaging design, lettering design, layout design, conference design, web design, UI/UX design, e-commerce websites.

## 1. Validity

- 1.1. Biolution provides its services exclusively on the basis of these General Terms and Conditions. These shall also apply to all future business relationships, even where no express reference is made to them.
- 1.2. Subsidiary agreements, reservations, alterations or amendments to these General Terms and Conditions must be made in writing in order to be valid; this also applies to deviations from this requirement of writing.
- 1.3. We cannot provide any services on the basis of any other terms and conditions; we therefore finally and irrevocably declare our rejection of your terms and conditions. We will only recognize your terms and conditions of business or Agreement to the extent that they correspond to these GTC or have been expressly declared in writing by biolution as the basis of the respective service (individual agreement) in individual cases; in all other cases, they will not become part of the Agreement.
- 1.4. Should individual provisions of these General Terms and Conditions turn out to be ineffective, this shall not affect the binding nature of the remaining provisions and of the Agreements based thereon. The ineffective provision shall be replaced by an effective one that reproduces the meaning and purpose of the original provision(s) to the greatest possible extent.

## 2. Conclusion of Agreement

- 2.1. The basis for concluding an agreement shall be the respective offer from biolution, which shall specify the scope of services and the proposed remuneration.
- 2.2. Our offers are always subject to change and non-binding. Your declarations of acceptance and all orders, as well as alterations, amendments or ancillary agreements, shall only be valid and binding if confirmed by us in writing. We also reserve the right to make changes to the product, provided these only affect the technical properties to an insignificant degree. All technical data, descriptions and illustrations provided by us in offers, brochures, on the website, in other information material and in advertisements are not binding.

In cases where the customer places an order, he shall be bound by the same for a period of two weeks from its delivery to biolution. The Agreement will be deemed to have been concluded as soon as biolution accepts the order. Acceptance must be declared in writing (e.g. by way of an order confirmation), unless biolution clearly indicates (e.g. by taking action on the basis of the order) that it has accepted the order.

### 3. Scope of services, order processing and the customer's obligation to cooperate

- 3.1. The scope of the services to be provided may be ascertained from the offer made by biolution and the corresponding confirmation from the customer. Subsequent changes to the nature or scope of the services shall require the express consent of biolution.
- 3.2. All services delivered by biolution (including, but not limited to, all computer data, models, preliminary drafts, sketches, final artwork, proofs, blueprints and colour prints) must be checked by the customer and approved within three days. In cases where such approval is not declared in good time, the services will be deemed to have been approved by the customer.
- 3.3. The customer shall immediately provide biolution with complete sets of any information, documents and records, as well as with any instructions that may be necessary for the optimal fulfillment of the order, in writing and in good time. He shall inform biolution of all processes that may be important for the execution of the order, even if such circumstances only become known in the course of the execution of the order. The customer shall bear any expenses that may arise in connection with additional work or services required from biolution as a result of incorrect, incomplete or subsequently altered specifications provided by the customer, or as a result of any delay in providing the required information.
- 3.4. The customer shall also be obliged to check the documents and records (photos, logos, etc.) made available for the execution of the order for any existing copyrights, trademark rights or other rights of third parties. Biolution accepts no liability for any violation of such rights. If claims are made against biolution for such an infringement of rights, the customer shall indemnify biolution and hold it harmless in this respect; he shall be obliged to compensate biolution for all disadvantages to biolution that may arise as a result of claims raised by third parties.

### 4. External services / commissioning of third parties

- 4.1. Biolution shall be entitled, at its own discretion, to perform the services itself, to use third parties for the provision of contractual services and/or to substitute such services ("vicarious agent").
- 4.2. Biolution shall select its vicarious agents with care and ensure that they have the necessary professional qualifications.

## 5. Dates and deadlines

- 5.1. Agreed deadlines and dates shall be recorded or confirmed in writing. Biolution shall endeavor to meet the agreed deadlines. However, non-compliance with deadlines shall only entitle the customer to assert his statutory rights in cases where he has first granted biolution a reasonable grace period of at least 14 days. This period shall begin to run as soon as a dunning letter has been delivered to biolution.
- 5.2. After the grace period has expired without result, the customer shall be entitled to withdraw from the Agreement. The customer shall only be entitled to claim damages in connection with the delay in cases where there has been intent or gross negligence on the part of biolution.
- 5.3. In any case, unavoidable or unforeseeable events – including, but not limited to, default on the part of biolution's contractors – shall release biolution from the obligation of adhering to the agreed delivery date. The same shall apply if the customer is in arrears with his own obligations (e.g. provision of documents or information). In such cases, the agreed deadline shall be postponed by a period of time equal to or longer than the period of default.

## 6. Withdrawal from the Agreement

- 6.1. In particular, biolution shall be entitled to withdraw from the Agreement if
  - the performance of the services is rendered impossible for reasons for which the customer is responsible or is further delayed despite a grace period having been set;
  - there are justified doubts about the customer's creditworthiness and he fails to make any advance payments at biolution's request or to provide suitable security before biolution performs the services.
- 6.2. Should it become apparent in the course of the performance of the services that there are actual or legal obstacles to provision of the services in accordance with the Agreement, biolution shall immediately notify the customer. In such cases, each party to the Agreement shall be entitled to withdraw from the Agreement. The customer shall then be obliged to reimburse biolution for the services already rendered and to reimburse it for the costs and expenses incurred up to that point.

## 7. Remuneration

- 7.1. All prices shall be understood to be net prices, i.e., exclusive of sales or value-added tax.
- 7.2. The payment of presentation fees, if any, shall not be deemed to grant any rights of use.
- 7.3. Unless otherwise agreed, biolution shall be entitled to a fee for each individual service as soon as that service has been rendered. biolution shall be entitled to demand advance payments to cover its expenses. There will, however, be no disclosure of development data.

- 7.4. All biolution services that are not expressly covered by the agreed fee shall be remunerated separately. All cash expenses incurred by biolution shall be reimbursed by the customer.
- 7.5. Cost estimates from biolution are generally non-binding. If it is foreseeable that the actual costs will exceed those estimated in writing by biolution by more than 20%, biolution shall notify the customer of the higher costs. The cost overrun shall be deemed to have been approved by the customer if the customer does not object in writing within three days of such notice and does not, at the same time, propose cheaper alternatives.
- 7.6. biolution shall be entitled to appropriate remuneration for all work performed by biolution that the customer may, for any reason whatsoever, fail to implement. The payment of this remuneration, however, shall not grant the customer any rights to this work; concepts, drafts and other documents and records that have not been implemented shall be returned to biolution immediately.
- 7.7. If the order is changed, we will be entitled to charge a separate fee for implementing the change(s) in question.

## 8. Payment

- 8.1. biolution's invoices shall be due, net cash without any deductions, from the invoice date and, unless otherwise agreed, shall be paid within 14 calendar days of delivery of the invoice. In the event of late payment, default interest at a rate of 11.8% above the base rate of the Austrian National Bank shall be deemed to have been agreed. Services rendered shall remain the property of biolution until full payment has been made.
- 8.2. Payment shall be made by bank transfer to the account specified by biolution on the invoice. Payment shall be deemed to have been made on time if biolution is actually able to dispose of the amount within the agreed payment period from the date of delivery of the invoice.
- 8.3. In the event of the customer failing to comply with the terms of payment, biolution shall be entitled to demand reimbursement of the dunning costs incurred by it, in the amount of a flat rate of EUR 25.00 plus postage per dunning letter, without any obligation to warn the customer of such additional costs.

In addition, you undertake, in the event of a breach of your contractual obligations, to reimburse us for all reasonable costs incurred by us in connection with the appropriate pursuit of our claims. In addition, the costs of debt collection agencies shall be reimbursed up to the maximum fees specified in the applicable regulation for fees in debt collection, and any lawyers' fees shall be reimbursed in accordance with the lawyers' tariff.

- 8.4. The customer shall not be entitled to offset his own claims against biolution's claims unless the customer's claim has been recognized in writing by biolution or has been determined by a court. The customer shall have no rights of retention.

Biolution shall, however, be entitled to offset existing claims from deliveries etc. at the time of invoicing.

- 8.5. Should circumstances become known that raise serious doubts about your creditworthiness (e.g. seizures, suspension of payments, petitions in bankruptcy), all claims of biolution against you shall become due immediately and biolution shall be entitled to cancel all orders –

including those already confirmed – and to terminate all agreements with you immediately by way of a written notification.

## 9. Important points concerning delivery of services

- 9.1. Our proposed delivery dates shall be understood as non-binding, reasonable estimates. Unless otherwise agreed, the delivery period shall begin to run upon receipt of (i) full payment or (ii) any agreed payment on account, and shall expire upon provision of the services.
- 9.2. In the following cases – in which we accept no liability –, the delivery period shall be extended by a period of time corresponding to the period during which we are prevented from providing our services: in the case of any circumstances outside biolution's sphere of influence, such as force majeure, unforeseeable disruption of operations, delivery delays by biolution's service providers, interventions by governmental authorities, delays in transport and customs clearance, difficulties in obtaining material, damage in transit, war, pandemics, labor disputes and strikes, shortages of raw materials, energy failure, personnel problems, etc. In such cases, however, the Agreement may be terminated both by biolution and by yourself, provided the circumstances preventing delivery have lasted longer than one month.
- 9.3. In cases where partial deliveries are possible, these shall also be legally permissible. Each partial delivery shall be considered a separate transaction and may be invoiced separately by us. If partial deliveries are delayed, you will not be entitled to assert any rights with regard to further partial deliveries that are not yet due and have not yet been delivered.

## 10. Ownership and copyright protection

- 10.1. All biolution services, including those from presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts, negatives, slides, computer data, models), including individual parts of the same, remain the property of biolution, as do the individual workpieces and original drafts, and may be reclaimed by biolution at any time – especially upon termination of the Agreement. By paying the remuneration, the customer will acquire a right of use (including duplication) for the agreed purpose and with the scope agreed between the parties. Unless otherwise agreed with biolution, the customer may only use biolution's services himself, only in Austria and only for the agreed duration. The acquisition of rights of use and exploitation of services from biolution shall always require full payment of the remuneration invoiced by biolution. The customer will not acquire ownership of the drafts, elaborations, computer data, models and original source files. In cases of individual legal succession, all rights and obligations shall be transferred to the legal successor, but only to the extent agreed between biolution and yourself. Any extension of use by the legal successor shall require the approval of biolution in each individual case.
- 10.2. Changes to biolution's services, including, but not limited to, their further development by the customer or by third parties working for the customer, shall only be permitted with the express consent of biolution and – insofar as the services are protected by copyright – of the author.
- 10.3. The consent of biolution shall be required for the use of biolution services that exceed the originally agreed purpose and scope of use, regardless of whether or not this service is protected by copyright. biolution and the author shall be entitled to a separate appropriate remuneration for this.

- 10.4. For the use of biolution services or advertising material for which biolution has developed conceptual or design templates, biolution's consent shall also be required after the expiry of the agreed period of use, regardless of whether or not the services in question are protected by copyright.
- 10.5. Biolution shall be entitled to make reference to the author on all advertising materials and in all advertising measures on biolution, without this giving rise to claims for payment on the customer's part.
- 10.6. Subject to written revocation by the customer, which shall be possible at any time, biolution shall be entitled to refer to the existing business relationship with the customer on its own advertising media and, in particular, on its Internet website, by reproducing the customer's name and company logo.

## 11. Warranty and claims for damages

- 11.1. We only issue warranties for our products in accordance with the following provisions and these shall apply only to yourself as the first customer. Any assignment of warranty claims to third parties shall be invalid.
- 11.2. Our services must be checked for completeness, correctness and the existence of defects immediately upon delivery. Obvious defects must be reported in writing within 3 days of receipt of the services. If defects are not reported within this period, you will forfeit any claims to which you might have been entitled in respect of defects that are likely to be discovered during a properly conducted inspection. Defects that cannot be identified upon acceptance of the services or not even after careful examination of the services delivered must be reported in writing within 10 days of their discovery, or at least within one year of delivery. In cases where the complaint is not raised in due form or in good time, the goods shall be deemed to have been approved. A defect in a partial delivery will not entitle you to withdraw from the Agreement. In cases of well-substantiated complaints presented in good time, you will only be entitled to repairs to/improvement or replacement of the services by biolution.
- 11.3. You are not entitled to refuse to accept our services if there are only minor defects. Should acceptance be refused repeatedly without cause, acceptance will be deemed to have taken place automatically as a result of the provision of the services or of your use of the same. From that point in time, our services shall be deemed to have been rendered/delivered free of defects.
- 11.4. In cases where the notice of defects is found to be justified, the defects shall be remedied within a reasonable period of time, with the customer enabling biolution to take all measures necessary to examine and remedy the defects. biolution shall be entitled to refuse to remedy the defects in cases where this would be impossible to do or would involve a disproportionately high effort on the part of biolution.
- 11.5. A reversal of the burden of proof pursuant to sec. 924 of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch, ABGB*) at the expense of biolution shall be excluded. It shall be up to the customer to prove the existence of the defect at the time of delivery, the time the defect was discovered and the timeliness of the notice of defect.



- 11.6. Biolution assumes no liability for services provided by biolution if these have been subsequently changed by third parties associated with you whose actions are attributable to you, or if faults or damage have occurred which are attributable to improper handling, unauthorised changes to the products by you or by the end user, or to third parties commissioned by you.
- 11.7. Claims for damages raised by the customer, including, but not limited to, claims based on default, impossibility of performance, default in performance, culpa in contrahendo, defective or incomplete performance or consequential damages resulting from defects or tort shall be excluded, unless they are due to intent or gross negligence on the part of biolution.
- 11.8. Claims for damages may only be asserted within six months of discovery of the damage.

## 12. Liability

- 12.1. Biolution will carry out the work assigned to it in accordance with generally recognized legal principles and will inform the customer in good time of any risks that it may have identified. Any liability on the part of biolution for claims raised against the customer as a result of advertising measures (the use of a label) shall be expressly excluded, provided biolution has complied with its obligation of notification; in particular, biolution shall not be liable for any expenses associated with court proceedings, for the customer's own legal fees or for expenses accruing in connection with the publication of judgments, nor for any claims for damages or similar claims raised by third parties.
- 12.2. Under the applicable statutory provisions, biolution shall be liable for damages only in cases where there is proof of intent or gross negligence. Liability for slight negligence shall be excluded. The injured party shall be obliged to prove the existence of gross negligence. In addition, any liability on our part – insofar as this is legally permissible – shall be limited to the lower of 20% of the order volume or a maximum amount of EUR 40,000.00.
- 12.3. Any liability on our part for direct, indirect or consequential damages or for lost profits shall be excluded and is hereby expressly waived.
- 12.4. Any further claims on your part that are not explicitly listed in these General Terms and conditions are hereby expressly excluded.

## 13. Privacy Policy

- 13.1. The protection of your personal data is particularly important to us. We therefore undertake to comply with the statutory data protection regulations in accordance with the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (*Datenschutzgesetz, DSG*).

- 13.2. Data recorded as part of an order will be stored by us for the purpose of processing the order. We will not pass this data on to third parties. The servers rented by us and the backup server are located within the EU. No third parties have access to the server and access is secured by a variety of security measures.
- 13.3. We use organisationally, technically and administratively appropriate measures to protect the personal data under our control against unauthorized access, unlawful processing or disclosure, as well as against loss, falsification or destruction. This applies regardless of whether the data is processed electronically or in paper form. These measures are continuously adapted to technical developments and organisational changes.
- 13.4. Under the General Data Protection Regulation, you are entitled to receive information regarding your personal data and to have your personal data corrected, deleted, restricted in terms of use or transferred to others. You also have the right to lodge an objection with the data protection authority. You may revoke all consents given to us at any time with effect for the future. Your personal data will be stored by us until the end of the statutory retention period and then deleted. [Dr. Iris Grünert, Helmut-Qualtinger-Gasse 2/2, 1030, Vienna, [gruenert@biolution.net](mailto:gruenert@biolution.net)].

## 14. Miscellaneous

- 14.1. Any assignment of rights conferred upon you by your Agreement with us to third parties shall only be valid and effective if previously approved by biolution in writing.
- 14.2. Changes and ancillary agreements must be confirmed in writing by persons authorized to represent our company who are registered in the Companies Register (*Firmenbuch*) and shall only apply to the individual case for which they have been drawn up. Our other employees are not authorized to approve changes or ancillary agreements to these General Terms and Conditions.

## 15. Applicable law

- 15.1. The legal relationship between the customer and biolution shall be governed exclusively by Austrian law, with the exception of the provisions of private international law and of the UN Sales Convention.

## 16. Place of performance and jurisdiction

- 16.1. The place of performance shall be the registered office of biolution in 1030 Vienna.
- 16.2. The parties agree that the place of jurisdiction for all disputes arising directly between biolution and the customer shall be the Austrian court having both territorial and subject matter jurisdiction at the location of biolution's registered office.