GAMMAOMICS
GENERAL TERMS AND CONDITIONS OF SALE

GammaOmics is a biotechnological company registered in France under n°938 008 299 RCS Marseille with share capital of 20.000 € and having its principal office located at 5, boulevard du Maréchal Koenig 13009 Marseille, France (hereinafter the "Company").
The Company is dedicated to the development and sale of functional tests and tools for personalized medicine. As part of its activities, the Company has developed, and internationally markets, a ready-to-use kit to perform the SCENITH™ method, for research purposes only (hereinafter the "Product(s)"). The Product is intended to research laboratories and companies specializing in biological research.
The herein General Terms and Conditions of Sale (hereinafter "GTCS") stipulate the contractual and commercial relations between the Company and any legal person (hereinafter the "Client") that purchases the Products from the Company.

Preamble

The Client hereby declares to be a company or a legal person that has all the necessary authorizations and capacities to treat, handle, store and to implement the Products. The Client also declares that it has the competent personnel to carry out these operations and that it exploits its activity with the necessary insurance. In the event of any breach of the aforementioned statements by the Client that may implicate the Company, the Client shall indemnify the Company.

Article 1. Purpose - Scope

1.1. The GTCS apply to any offer, delivery and sale of the Products made by the Company to the Client, unless otherwise stipulated in a specific contract. Any other condition contained in the Client's documentation and in particular Client's purchase documents, shall be considered null and void unless accepted by the Company in a written agreement.
1.2. The Company may modify the GTCS at any time and they shall be binding on the Client from the date of their modification but they may not be applied to transactions previously concluded.
1.3. Any amendment, addition or clarification to the GTCS shall be in writing, shall take effect on the date of signature and shall be deemed to be incorporated hereof by amendment and reference.
1.4. The Company declares to sell the Products to professional Clients only with expertise in Biotechnology and Life and Health Sciences. The Client declares that it is a professional and that it has read the GTCS at the time of its first order with the Company and that it expressly accepts that the GTCS will govern any order that it will place with the Company. The provisions of the Consumer Code are expressly excluded.

Article 2. Products, Commercial Offer, Prices and Orders

2.1. The Client will purchase the Products of the Company in its own name and for its own internal and professional needs. The Client shall not resell the Products, nor provide services with the Products.
2.2. The Products are described in the technical documentation. Information about the Products (technical, analytical, physical, etc.) described or listed in the Company's brochures, analysis reports or other documentation is not binding on the Company. The Products are used under the sole responsibility of the Client.
2.3. The Products are subject to the Company's manufacturing capabilities. The Products are available subject to stock levels and production lead times. The Company may withdraw any Product from its catalogue, at any time and without prior notice, without the Client being entitled to claim any business continuity.
2.4. The Company's commercial offers are not binding and may be modified at any time, even if they contain a validity period. The validity period is normally 1 (one) month. In order to be duly valid, any changes to commercial offers must be accepted in writing by the parties. Any other provisions to the contrary contained in another document will not be considered.
2.5. Each Product is the subject to an offer or quotation according to the quantities and Clients. Company's prices are subject to change without notice and are applicable upon publication. Company's prices are exclusive of taxes, VAT and others contributions to be added at the time of the quotation. Prices are quoted in euros, unless otherwise specified in the quotation. If at the time of delivery, the conditions of application of taxes and other contributions were to be modified, they will be automatically reflected on the invoice, without the Client being able to cancel its order. Handling charges (packaging, picking and shipping) will be invoiced to the Client and the Client will be informed of them. The unit prices are given as an indication. Therefore, for any order that does not respect the multiple of conditioning indicated in the Company's tariffs, the Company reserves the right to invoice an extra charge.
2.6. The Company may refuse any request which cannot be fulfilled either within the time period requested by the Client or for any other reason, in particular if the Client's intended use of the Products does not comply with the rules, regulations or laws of any country.
2.7. Acceptance of the Company's offer or quotation is made by the reception of an order or a payment from the Client. Consequently, any order or payment placed by the Client implies the Client's full and unconditional acceptance to the GTCS.
2.8. An order is deemed to have been placed when the order or the corresponding payment is received by Company. However, the sale shall not be concluded until the Company has accepted the order by means of a written order confirmation in any written form or, failing that, on delivery of the Products.
2.9. Orders are firm and final as soon as they are sent to the Company by whatever means: they cannot be withdrawn by the Client, who will not be able to refuse delivery of the Products ordered.
2.10. Invoices will be issued on delivery of the Products unless a pre-delivery payment is agreed in writing at the time of the order, in which case the Company will issue a pro forma invoice. The Company shall be entitled to require payment in advance.

Article 3. Delivery, Transport, Defaults and Returns

3.1. Production and delivery times are negotiated with the Client. Delivery times are indicative and do not bind the Company in any way. The Company is not responsible for late delivery. Delivery and partial invoicing are possible. The Products will be delivered to the address specified by the Client on the order form.
3.2. Transport shall be at the Client's cost, expense (including customs and insurance), risk and peril, even if the price is quoted "carriage paid" or if the carrier is chosen by the Company or the port is advanced by the Company on behalf of the Client. In this case the Company shall select the carrier, unless otherwise agreed or requested by the Client and with the written consent of the Company. In the case of a carrier designated by the Client, it shall organize the transport at its own expense and with its own logistics. In any case, the delivery can only take place if the Client is up to date with its obligations towards the Company, for whatever reason.

3.3. The products are sold ex works and the Company's responsibility ends when the carrier takes delivery of the Product. Delivery shall be deemed to have taken place when the Product is handed over to the carrier. The delivery note issued by the carrier, dated and signed by the Client on receipt of the Products, constitutes proof of transport and delivery. The Client must ensure that the signatory of the delivery note is identified and authorized by the Client.
3.4. The Products are shipped with the necessary documentation. Delivery of the Products will only be executed once the Client has provided the necessary information regarding the receiving items, including technical specifications, delivery location, and other relevant details. The Client represents that it has the legal capacity to receive, store, and use the Products in accordance with the legislation of its country and that it possesses all necessary authorizations. The Client will be responsible for all steps related to import and customs clearance.
3.5. Upon delivery, the Client shall verify the content, conformity and condition of the Product(s). In the event of delays, damages, total or partial losses, or other problems, it is the Client right and duty to pursue any recourse with the carrier. The Company cannot be held responsible. Therefore, upon delivery, the Client is responsible for inspecting the delivery status of the Products prior to signing the acknowledgment of receipt of the parcel.
3.6. In the event that the Client identifies anomalies, the relevant Products must be refused or handwritten, accurate, and dated claims must be issued on the acknowledgment of receipt. These claims must be confirmed with the carrier by registered letter with acknowledgment of receipt within three (3) working days after the delivery of the Products. Within the same period of three business days following delivery, the Client shall send a copy of these claims to the Company.
3.7. The claims will not exonerate the Client from its obligation to pay the price for the Products delivered. A breach of this obligation will be considered as a payment default.
3.8. Any return of the Products must be the subject of a prior written agreement between the Client and the Company. The Client will be responsible for covering the costs associated with the return shipping. The Company will not accept the return of the Products whose primary containers have been opened (e.g. vials directly containing the Product). The Products are packaged in sealed primary containers, and any damage or violation of the seal will result in the refusal of the return.
3.9. Any return of the Products, incomplete or damaged, will authorize the Company to solicit from the Client repair of its entire damage. The Products must be returned to the address indicated by the Company, unless otherwise specified. In the event of non-compliance with the delivered Products, as documented by the Company in accordance with the aforementioned conditions, the Company's sole liability is strictly limited, at its sole option, to repairing or replacing the non-compliant Products or to issuing a credit note to the Client or refunding the Client; excluding any indirect damages, financial or commercial loss, material or moral damages, compensation or damages, for any reason whatsoever. If the Company finds that the alleged non-compliance is unjustified or abusive, the returned Products will be returned to the Client at its own expense.

Article 4. Price and payment terms

4.1. Unless otherwise indicated by the Company, the prices are expressed in euros and are exclusive of VAT and all other taxes or extra transaction fees, which are the responsibility of the Client. In the event that one or more taxes or contributions of any kind are created or modified, either increased or decreased, this adjustment will be reflected on the invoice without prior notice.
4.2. Payment will be made by bank transfer within thirty (30) days from the date of the invoice, unless otherwise agreed in writing between the Parties. Invoices will be issued prior to shipment of the Products in order to prepare the necessary documentation and shipping labels. The Company may also accept payment by credit card, subject to prior express agreement between the Parties. The Company may request an advance payment for certain orders, in which case this will be expressly stated in the quote.
4.3. In the event of non-payment, whether partial or total, of a single invoice within the agreed payment term, the Company reserves the right to suspend any further deliveries to the Client or to consider the relevant sale as automatically terminated, with the Client being held responsible. Late payment penalties are due, without the need for prior notice from the Company and without prejudice to any other damages, starting the day after the payment due date mentioned on the invoice or fixed by the contract. The late penalty will be calculated on the basis of the legal interest rate in force on the day the invoice is issued, equivalent to the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. This penalty is calculated on the total amount remaining due (tax included) from the due date of the payment. In addition, any failure to pay an invoice will result in the application of a lump sum recovery fee of €40 (forty euros) per unpaid invoice, unless the actual recovery costs exceed this amount.

Article 5. Transfer of Risks

5.1. The Products are shipped Ex-Works which means that the risks are transferred to the benefit of the Client upon delivery of the Product to the carrier. The Client shall bear all risks associated with the loss or damage of the Products from the time the Products are given to the carrier. The Company shall be entitled to reimbursement for transportation and delivery costs, as well as other costs (customs, insurance, etc.) if the Company has paid such costs for the benefit of the Client.
5.2. The Client is responsible for insuring the Products with a proper insurance company for their replacement value until the transfer of ownership.

Article 6. Handling, Use, Storage and Preservation of Products

6.1. The Products are intended for use by research laboratories and companies with expertise in biological research, only for research purposes. The Client will use, handle, store and maintain the Products in accordance with the standard safety rules for such products, especially all those designed to protect people, and those provided by the Company. The Company shall not be held liable for the random and unforeseen evolution of the manipulations that may be performed with the Products. In the event of an uncontrolled phenomenon, the Client agrees to notify the Company immediately and to describe the conditions of use of the Products that have led to these discrepancies. The Client acknowledges and agrees that this notification does not imply an assumption of responsibility on the part of the Company.
6.2. The shelf life of the Products is limited to three (3) months from the date of delivery. This specific shelf life of three (3) months is guaranteed under the storage conditions specified in the protocol provided by the Company with the Products.
6.3. The Products shall not be used for the production of medicines, or ex vivo or in vivo products with therapeutic use, or any type of consumption for humans. The Products shall not be incorporated into treatment, or used in the realization of certain phases or operations of production of these treatments. Ingestion, injection or use in genetic engineering operations intended for humans or animals is strictly prohibited. The Client acknowledges and agrees that no toxicologic evaluations have been conducted on the Products.

6.4. The Products are not subject to the European REACH Regulation, but comply with French laws.

Article 7. Transfer of ownership

The transfer of ownership of the Products is executed upon full and complete settlement of all Products and associated accessories (transport expenses, customs, etc.) incurred by the Company on behalf of the Client. The Client acknowledges and agrees that payment of the Products and associated accessories shall be made without affecting the transfer of the risks to the Client. The provision of a security or an instrument creating an obligation to pay does not constitute a payment. Payment is defined as the actual receipt of the principal price, fees and interest on the Company's bank account. Consequently, the Company reserves the right to claim in the hands of the Client full ownership of the Products sold and not yet paid, without changing the responsibilities of the Client who must bear the costs and insurance of the Products upon delivery. Furthermore, the Client is prohibited from reselling, transforming, incorporating the Products with other products or providing services with the Products, except as explicitly permitted in a signed distribution or collaboration agreement with the Company.

Article 8. Reservation of titles

The transfer of ownership of the Products as of the Client's payment does not result in the assignment to the Client's benefit of the Company's rights, in particular of intellectual or industrial property, over the Products. These rights are exclusively reserved to the Company in accordance with the provisions of the Article 11, below. It is therefore expressly agreed between the Client and the Company that the order and the delivery of the Products as well as the transfer of ownership upon full payment of the price, cannot be interpreted as conferring or transferring, expressly or implicitly, to the Client, any right in the said Products (other than the limited right of use provided for in Article 11), whether under a license or by any other means, including the grant of an intellectual property rights, trademarks, patents, know-how or technology transfer licenses, which are the exclusive property of the Company.

Article 9. Warranty

The Company guarantees that the Products shipped and received under normal conditions will comply with the technical specifications stated to perform the procedure for which the Products were manufactured. The Company also guarantees that all batches of Products are thoroughly sampled and tested before being approved for shipment. The Company guarantees the functionality of the Products for a period of three (3) months, calculated from the date of delivery, so long as the Products are used, handled, kept and stored in accordance with Company's requirements and industry standards for using, handling, keeping and storing such product. Any additional or different warranties including, but not limited to, the suitability of the Products for all needs and requirements of the Client (which is subject to its personal appreciation) are excluded. The Products are provided on an "as is" basis with regard to their quality, operation, features and performance. Any additional or different warranties, express or implied, including, but not limited to, use, performance or results which might be obtained from the Products, merchantability, satisfactory quality, or suitability for a particular purpose, are specifically excluded.

Article 10. Limitation of liabilities

10.1. The Products comply with current French legislation. The Company is not liable for non-compliance with the legislation of the country where the Products are delivered. It is the Client's responsibility to check with the local authorities the possibilities of importing or using the Products.

10.2. The Company will not be held responsible for any breach of contract resulting from the following circumstances: shortage or unavailability of Products, force majeure, labor disputes, total or partial strike of postal services and transport and / or communications, flood, fire, supply disruption, etc. This list is not exhaustive. The Company will not be held responsible for the consequences for the Client of phenomena such as: delay in production, damage to facilities related to the use of Products, loss of data, loss of turnover, etc.

10.3. The Company is not liable for any consequences related to the health of the Client or its employees due to the handling or use of the Products.

10.4. The Company disclaims any liability for any use of the Products resulting in the manufacture of products that are not compliant or illegal under the laws of the country.

10.5. Documents pertaining to the Products are not contractual. Consequently, the Company cannot be held liable for any error in one of these documents. The same applies to all shares issued by the Company.

10.6. The Client is responsible for the information it provides when ordering. The Company declines any responsibility in case of incomplete or erroneous information and cannot be held responsible for the consequences of any lack or error in this information (impossibility or delay of delivery of the Product, for example).

10.7. To the maximum extent permitted by applicable law, the herein exclusion and limitation of liability will apply regardless of the legal theory whether in contract, tort, warranty infringement, equity or otherwise. In no event shall the Company be liable, even if a third party raises an action, for any claims or costs, or any special, indirect, incidental, punitive, consequential damages or any other damages whatsoever including, but not limited to, any lost profits or lost savings, any business interruption, any loss of data, records or content, nor the fact that data are rendered inaccurate, arising out or related to the Products or their documentation, use, reliance on, or inability to use the Products, or a failure of the Products to operate with any other product, and even if the Company has been advised of the possibility of such. Under no circumstances shall the Company be held liable for any damages other than direct damages evidenced as attributed to the Products, subject to the following limit. The aggregate liability that the Company may incur in any action or proceeding shall not exceed the prices the Client has actually paid for the product that directly causes the damage. Unless stated otherwise by applicable law, without the possibility of contractual waiver or limitation, any action, legal or otherwise, related to the Company's liability shall not be initiated more than one year after the damage has occurred. Additionally, the Client hereby acknowledges and agrees that the Company does not assume any responsibility for the Client's use of the Products or the results obtained through this use.

Article 11. Intellectual property

11.1. The Products are protected by applicable laws and treaties protecting intellectual property and know-how. All rights, titles and interest related to the Products, especially rights on intellectual and industrial property, patents, trademarks, trade secrets, know-how, concepts and inventions, interest, covered or not by the applicable law, regarding the Products as well as all copies, modifications, enhancements, corrections, updates or new versions, are owned and remain reserved, at all times and in any place, to the Company – which the Client recognizes and expressly accepts when ordering. The transfer of ownership of the Products upon full payment, as provided for in article 7 above, does not entail any transfer of the Company's rights to the Products for the Client's benefit.

11.2 The Products are exclusively intended for the Client's internal and professional use as consumables for conducting its

own research activities. In any event, the license to use the Products is personal to the Client and may not be transferred to or loaned to third parties. Using the Products for any other purpose is strictly prohibited. In particular, and without limitation, the Client shall not (nor allow its personnel or third parties to) (i) use the Products for other purposes herein authorized or described in the documentation, (ii) make other copies, reproduce, modify, alter, adapt, integrate in another product, all or part of the Products, create derivative works or competing works based on the Products, disassemble or reverse engineer any practice, or attempt to discover the principles, processes, methods and know-how attached to the Products (strictly confidential), (iii) alter the Products in any manner whatsoever, even to the extent of correcting any errors it may contain, this right being exclusively reserved to the Company, (iv) distribute, give away or sublicense, deploy, assign, rent, loan, lease, sell, give, or otherwise transfer to any person, by any means, even for free, all or part of the Products (v) remove, dissimulate or alter any proprietary notices, any label, any legal notices, such as reference trademarks or proprietary notice, affixed on or in the instructions of the Products. The Company expressly reserves the right to correct any errors that may appear in the Products to the extent necessary to ensure use of the Products in accordance with its purpose. The Company also reserve the right to adapt, enhance, arrange, and more generally, modify, the Products or to cease their distribution, without prior notice and without obligation to notify anyone.

11.3 The Client undertakes to refrain from any actions that could potentially compromise or jeopardize, directly or indirectly, the rights of the Company in the Products, in any manner whatsoever. Specifically, the Client shall not request or file a patent application or claim for any other registrable or protectable right related to the Products, their use or the results obtained with the Products. The Client is therefore prohibited from developing any product or material, any process or application, incorporating the Products, in any way whatsoever. If the Client had declared its intention to research and development from the Products, the Company would have refused to sell them or would have entered into a license agreement, a collaboration agreement or a material transfer agreement with the Client. The Client is bound, under the threat of legal action, to disclose to the Company any intentions of research and development involving the Products and to provide the Company with the objectives and intended sector of application. The Client is also required to request a license from the Company for the exploitation of the Products, a collaboration contract or a material transfer contract, in order to regulate the rights and obligations related to such research and development. The Client will have to respect the contractual framework defined between the parties and shall not alter its objectives, scope of application or field of activity, during the term of contract, without the agreement of the Company. In any event, the Client shall respect the Company's rights, in particular those related to intellectual and industrial property, regarding the Products at all times and in all locations. Furthermore, the Client shall inform and involve the Company in any application for, or filing for, a patent or any other registrable or protectable right that directly or indirectly implements the Products.

11.4. The names « SCENITH », « Gamma Omics » and more generally all the illustrations, images, logos and other acronyms appearing on the articles, Products and materials supplied by the Company, their accessories or their packaging, whether deposited or not, are and will remain the exclusive property of the Company, at any times and in any place. Any reproduction, modification, or use of these names, logos, or images, in part or in full, for any purpose and on any medium, without the express and prior consent of the Company, is strictly prohibited.

11.3. The name of the Products, as well as the design, principles, processes, methods and know-how related to the Products are subject to trademark registration, patents and protected rights. Any infringement, reproduction, imitation or breach of any Client's obligations herein, will be liable to prosecution.

Article 12. Personal data

12.1. In the context of order management and commercial relations, the Company may collect and process personal data. These data are processed and stored under conditions designed to ensure their security. The legal basis for the Company's processing of personal data is the preparation or execution of a contract. Only data required to process orders and deliveries, such as information required for transport and customs, are used and requested from the Client.

12.2 In accordance with the French Data Protection Act of January 6, 1978, as amended, and Regulation (EU) 2016/679 on the protection of personal data, the Client has the right to access, rectify, delete, erase (the right to be forgotten), limit the processing of and port data concerning them. To exercise these rights, the Client may contact the Company at dpo@gammaomics.com. If, after contacting the Company, the Client considers that his or her "Data Protection" rights have not been respected, it has the right to lodge a complaint with the French Data Protection Authority (Commission Nationale Informatique et Libertés).

Article 13. Applicable law and competent jurisdiction

These General Terms and Conditions of Sale are governed by the laws of France. In case of dispute and in the absence of an amicable agreement, THE PARTIES MAY BRING THE DISPUTE TO THE JURISDICTION OF THE COURT COMPETENT WITHIN THE LOCATION OF THE COMPANY's REGISTERED OFFICE, NOTWITHSTANDING ANY SUMMARY PROCEDURE, WARRANTY APPEAL OR PLURALITY OF DEFENDERS.

Article 14. Final provisions:

The lack of exercise, partial exercise or delay in exercising the rights provided in the GTCS hereby does not constitute a waiver to the exercise of those rights or a waiver to any other right. Any waiver or modification of the GTCS is only effective if provided in a written document. If any of the provisions of the GTCS is deemed invalid, it shall be deemed null and void but otherwise retain their force and effect, unless the invalid provision is essential for the Company in which case the contract granted to the Client will be deemed terminated as a whole.

Article 15. Date of the last update of the GTCS:

August 2025