

Terms and conditions of Sales:

Returning of products

Due to the custom nature of the product, the sensitivity of the product and the shipping on dry ice, products that have been ordered by mistake cannot be returned to RiboPro. Products that are returned to RiboPro will not be accepted (unless requested by RiboPro) but will be charged in full to the customer's account.

Shipping

The standard shipping term is CPT (Incoterms 2020), meaning that RiboPro arranges shipping carrier, but carrier and buyer are responsible for insurance of the cargo. RiboPro solely decides on the shipping carrier, which for most destinations is FedEx.

If this is not acceptable, customer may arrange shipping himself. In this case, products will be shipped at customer's risk and RiboPro will not be liable for loss, damage or thawing of products.

Prices and charges

Please note that the prices of products in the catalogue and on our website are excluding VAT, other taxes, freight charges, duties or customs fees. RiboPro will prepay freight charges and add these to the invoice after delivery. If you need information on freight charges for your particular order, please contact us and we will provide you with a best estimate.

RiboPro will not pay any duties, taxes or customs fees; these are the customer's responsibility.

Products and prices are subject to change without notice. Webshop pricing will be up-to-date and leading for the prices handled. If ordered via another method, current pricing will be confirmed via quotation (keeping the validity date in mind) and order confirmation. We offer free shipping of all orders worth EUR 250+ (excl. VAT) within the Netherlands.

Payment

Invoices will be issued after your order has been shipped and will be sent to the billing address by e-mail, unless a paper version is requested.

Invoices will not be included within the shipments. In case of partial deliveries, separate invoices will be issued after each shipment. You will find payment information (bank addresses and account data) on each invoice.

RiboPro accepts payment by:

Purchase order (pay after delivery)

Wire transfer (pay upfront)

Credit card (VISA / Mastercard / American Express)

When ordering via email, we accept only purchase orders. The other payment options are only available via our webshop.

Patent disclaimer

Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of our products, including custom products. In addition, RiboPro does not take any responsibility for unauthorized use for the delivered custom product. RiboPro makes no representation that the use or resale of its delivered products will not infringe the claims of any patent, trademark or copyright covering the use of the product itself or its use in the operation of any process. Furthermore, the purchaser assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation, and agrees to indemnify, defend, and hold RiboPro harmless against all claims, expenses, damages or losses and liability of any kind resulting or alleged to result from purchaser's use or non-use of the product. Purchaser recognizes and agrees that it will not bring RiboPro into any lawsuit involving the product unless such lawsuit arises from the gross negligence or wilful misconduct of RiboPro.

General Terms and Conditions

1. Applicability

1.1 The following General Terms and Conditions apply on all orders and sales of products and services from RiboPro ('products') the customer accepts these General Terms and Conditions when placing an order. In addition, for specific products including, or produced with RiboPro's proprietary know-how, ingredients, methods or techniques, is subject to the Limited License Agreement. The applicability of the LLA is indicated prior to purchase, and a copy of the LLA is attached to the product. Any other terms and conditions, including the customer's own, are not applicable, whether referred to when ordering or not.

1.2 Any changes to these Terms and Conditions, any additional agreements, and other declarations are only valid when given by RiboPro in writing. RiboPro reserves the rights to update its terms and conditions without notice, including via changes to text on the webpage.

2. Orders and contracts

2.1 Orders are binding only upon acceptance by RiboPro. RiboPro reserves the right to reject any order for any reason and is not obliged to provide the reason. Orders can be given in written form (via our webshop, by mail or by e-mail). The contract is completed when confirmed in writing, or through shipping of the products by RiboPro.

2.2 Due to the custom nature of the product, the sensitivity of the product and the shipping on dry ice, products that have been ordered by mistake cannot be returned to RiboPro. Products that are returned to RiboPro will not be accepted (unless requested by RiboPro), but will be charged in full to the customer's account.

3. Prices and Shipping

3.1. Binding prices are as in the price list valid at the time of conclusion of the contract. List prices are published on our website and represent the only valid list prices.

3.2. Prices are in Euro (€), exclusive of taxes, packaging, and shipment costs. Shipment insurance for products is only taken out by the explicit request of the customer and is charged to the customer. The standard shipping term is CPT (Incoterms 2020), meaning that RiboPro arranges shipping carrier, but carrier and buyer are responsible for insurance of the cargo. RiboPro solely decides on the shipping carrier, which for most destinations is FedEx.

If this is not acceptable, customer may arrange shipping himself. In this case, products will be shipped at customer's risk and RiboPro will not be liable for loss, damage or thawing of products.

3.3. If RiboPro is legally bound to take back any transport or other packaging, this is at the company seat of RiboPro. The customer is responsible for the cost of the return.

4. Terms of payment

4.1. Payment is due within 14 days as of the date of invoice, unless stated differently on the invoice. Longer grace periods are not possible.

4.2. Customers cannot take their own charges into account when paying invoices, and the assertion of retention rights is not permitted, except for claims of the customer that are acknowledged by RiboPro or claims that are legally imposed.

4.3. If the customer fails the agreed payment terms, RiboPro shall be entitled to charge interest at the rate of one percent (1%) of the outstanding amount per month following the due date.

4.4. RiboPro can make further deliveries dependent on timely payment. If, after the completion of the contract, RiboPro learns of circumstances which impair the creditworthiness of the customer, RiboPro can cancel the contract, ask for immediate payment, or ask for the return of goods already delivered.

5. Deliveries

5.1. Delivery dates are only binding if confirmed as such in writing by RiboPro. If binding delivery dates are transgressed the customer has to set an additional time limit for performance, declaring that services will be declined after this time has elapsed. After this additional time, the customer can cancel the contract. Any other claims are excluded. This exempts the rights according to section 7 of these Terms and Conditions.

5.2. RiboPro can separately deliver parts of an order and issue corresponding partial invoices.

5.3. RiboPro retains title to the products it supplies until full and final settlement of all claims arising from the contractual relationship. In case of non-compliance on the part of the customer, especially due to failure to make payments, RiboPro reserves the right to reclaim the products that are subject of the contract.

6. Warranty

6.1. RiboPro warrants that all products meet the specifications on the analysis certificate at the time of the transfer of risk to the customer (after shipment has left RiboPro). The warranty period is twelve months beginning with the delivery of the product to the customer, except when the nature of the product requires immediate use (all long RNAs) or use within a period of time that is shorter than twelve months (all long RNAs).

6.2. Under this warranty, RiboPro will replace defective products free of charge. If, after a free replacement, quality specifications are still not met, the customer can ask for a reduction in price, or cancellation of the contract. Any further claims of the customer, of any kind, especially for damages or compensation, are excluded. This exempts the rights according to section 7 of these Terms and Conditions.

6.3. RiboPro does not warrant products that have been mixed or otherwise combined with other chemical products by the customer. RiboPro states explicitly that all products are for research and laboratory use only.

RiboPro will therefore deliver only to public institutions of research, diagnosis, and teaching, and to technical businesses and companies. RiboPro disclaims any warranty for faults in products (like chemical impurities) which originate from improper handling or storage, for application in the household or to humans or animals. No products from RiboPro may be transferred to private persons. The customer is responsible for compliance with state, national and international laws and regulations governing the shipping, storage, processing, and trade of products. RiboPro will not warrant damages to the product arising from noncompliance with such laws and regulations.

6.4. RiboPro will only be liable for warranty if the defect is indicated promptly and in writing. For defects which are visible upon delivery of the product, this indication must be given within seven days of delivery.

7. Liability

7.1. RiboPro is liable for any damages, for whatever legal reason, only if RiboPro has culpably violated an agreement that is central to the contract or if the damage results from intentional or culpably negligent actions by RiboPro. RiboPro is not liable for damages that result from external influences and sources. This includes, but is not limited to direct, indirect and consequential damages that are caused by third parties after the passing of risk from RiboPro to the customer.

7.2. In the case that an agreement central to the contract was violated by RiboPro, but not in an intentional or culpably negligent manner, compensation by RiboPro is limited to such damages and such damage volumes as were reasonably foreseeable for RiboPro at the time of the conclusion of the contract.

7.3. The same (Section 7.2.) is valid for the intentional or culpably negligent violation of duties by employees or representatives who are not officers or managerial staff of RiboPro.

7.4. In the cases of sections 7.2. and 7.3., RiboPro will not compensate for consequential and indirect damages or loss of profit.

7.5. The parties to the contract agree that the damage volume reasonably foreseeable at the time of the conclusion of the contract is in no case higher than the value of the order.

7.6. The above limitations and exclusions of compensation are valid for any type of damage compensation, including (but not limited to) delay, impossibility to fulfil the contract, positive violation of the contract, culpable violation of warranty obligations, and unauthorized action. They are not valid if compensation is imposed by the Dutch product liability law, or compensation is for the lack of confirmed properties of the product.

7.7 The customer is responsible for ensuring that the use of the products does not violate applicable legislation as described in section 6.3. The customer must indemnify RiboPro in every respect if claims are raised by third parties as a result of the customer's unlawful or infringing activities (including infringements of third-party intellectual property rights). RiboPro exercises no control whatsoever of the Customer's use of the products.

7.8 Neither party will be liable for any delay or failure to perform any obligation under these General Terms and Conditions where the delay or failure results from any cause beyond reasonable control, including acts of God, labour disputes or other industrial disturbances, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, pandemics or war (Force Majeure Events).

7.9 In case of a Force Majeure Event, RiboPro may decide to defer execution until the Force Majeure Event preventing shipment of the products has ceased to exist or to cancel the agreement in full or in part without compensation.

8. Patent Disclaimer

Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of our products. RiboPro does not warrant that the resale or use of its products delivered will not infringe the claims of any patent, trademark or copyright covering the use of the product itself or its use in the operation of any process. Furthermore, the purchaser assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation.

9. Confidentiality

9.1 RiboPro will ensure that any customer data (company address, company registration number, telephone number, email address and names of customer personnel) will be processed, stored, transmitted, and used only in accordance with the European Data Protection Regulation (GDPR). RiboPro will not use personal data for any purpose other than providing the products to the customer..

9.2 Requested nucleotide sequences are not considered to be customer data, intellectual property by the customer or confidential data, unless agreed upon by RiboPro in writing before the sequence is uploaded. RiboPro is not bound to any type of confidentiality on nucleotide sequences uploaded to our webshop or send to us in any other written way (email, mail, etc.) unless such an agreement is in place prior to RiboPro receiving the sequence.

10. Various

10.1. Any changes and supplements to these Terms and Conditions must be done in writing.

10.2. In case that one of these Terms and Conditions above is invalid or incomplete the validity of all other Terms and Conditions shall remain untouched.

10.3. These Terms and Conditions are subject to the law of the Netherlands.

10.4. If the customer is a merchant and the order is part of the customer's merchant business, or if the customer is a legal person of the Public Law, the registered seat of RiboPro shall be the place of jurisdiction for all disputes arising directly or indirectly from deliveries by RiboPro. RiboPro reserves the right, however, to undertake legal proceedings against the customer at any other place of jurisdiction applicable to the customer.

Limited License Agreement Sequence-optimized mRNA

PLEASE NOTE THAT: By breaking the seal of this Product's package, the Purchaser agrees to the following terms:

0. Intent of the agreement

This Agreement is made to ensure Purchaser's ability to verify the performance, perform experiments with, optimize, and validate the use of the Product for a particular application, prior to lengthy and potentially costly license negotiations. It is RiboPro's express wish to support and enable Purchaser in future clinical and commercial exploitation of the Product. As such, it is RiboPro's intent to grant Purchaser a suitable commercial license, provided reasonable terms can be agreed upon at such time.

1. Scope of the Agreement

1.1 This Product shall only be used for research purposes until a commercial license is agreed upon. Until that time, Purchaser shall not use the Product to manufacture commercial products, or use in commercial services. The resale of the Product, or any unmodified or modified derivatives and parts thereof, in any form, including repackaged into a different delivery vehicle, is strictly prohibited.

1.2 Purchaser shall only have a non-transferable right to use the Product. This Limited License does not transfer ownership or title to the Product, or to any part thereof, to Purchaser.

1.3 RiboPro does not grant to Purchaser any license, express or implied, in violation of or infringing upon any third-party rights.

Purchaser is responsible for determining the existence of any such third-party rights, and to acquire any such rights, should they exist, before using the Product.

1.4 RiboPro has no claim of any kind to any research, data, facts, information, experimental results, and/or any other embodiments generated by Purchaser using Product, with exception to activities covered by an issued patent assigned, licensed, or controlled by RiboPro.

2. Restriction on Transfer

This Product is for single laboratory/company use only. By accepting this Product, the Purchaser agrees that the use of this Product, in whatever manner, shall be restricted to the immediate members of the company/laboratory ("single site"), which made the purchase, and shall not be distributed to any other party without RiboPro's written permission. This Product, or any derivative of it, including derivatives incorporated into cDNA/vector plasmids, shall not be made available to any other laboratory or third party. All users within the site shall be made aware of this restriction, with the full understanding that their departure from the site does not convey the right for them to transfer this Product, or unmodified/modified derivatives thereof, to another site. This Product may contain specific identifiers to trace their origin to RiboPro B.V.

3. Not Intended for Human and Animal Use

Purchaser acknowledges and agrees that the Product is not intended for use in humans and/or animals and agrees not to conduct research with it in humans and/or animals.

4. Limited Warranty

4.1 This warranty limits RiboPro's liability to replacement of this Product or its purchase price. RiboPro warrants that the product will meet specifications listed. At RiboPro's discretion, free replacement of any nonconforming product will be made if RiboPro is notified within 30 days of product receipt. No other warranties of any kind, express or implied, including without limitation, implied warranties of merchantability, or fitness for a particular purpose, are provided by RiboPro. RiboPro shall not be responsible for any direct, indirect, incidental, special or consequential damages, including any claims, losses, costs, fees, or expenses arising out of, or in connection with, the Product, including claims based on infringement or misappropriation.

4.2 This Product may be protected by patent applications, patents, and/or copyrights. RiboPro makes no representation or warranty as to whether the Product, and/or its uses, infringes any patent or intellectual property rights of any third party, nor shall RiboPro be liable for infringement of any such rights.

5. Commercial Licenses

5.1 Commercial licenses, including sublicensing rights, are available on request, subject to additional terms. Aforementioned additional terms are to be negotiated with RiboPro. Such negotiations may be initiated at any time, but no later than immediately prior to the manufacture of commercial products, or initiation of commercial services with Product, or sale of any rights, titles or ownership on the Product.

5.2 RiboPro wholeheartedly supports and promotes the commercialisation of the Product or any derivatives thereof and commits to good faith negotiations. RiboPro commits to providing Purchaser with fair and competitive pricing during the negotiation of a commercial license. Notwithstanding, RiboPro is not obliged to provide a commercial license when no agreement on reasonable terms is reached, when the desired commercial license is in conflict with commitments made to any third-party or when the desired commercial license is conflicting with RiboPro interests.

5.3 Any then-known conflicts, as referenced in the previous paragraph (5.2), will be reported by RiboPro to Purchaser at either the moment of Purchase of the product, or at the start of negotiations of said commercial license.

5.4 Once the intent to request a commercial license or the intent to patent the optimized sequence for a given application is provided by the Purchaser, RiboPro will automatically refrain from selling the same or closely related (solely determined by RiboPro) nucleotide sequences to other customers in the same or related fields. Until that time, RiboPro is free to sell the same or related sequences to third parties.

6. Right to be Notified

RiboPro reserves the right to be Notified prior to publication of any document, publication or verbal statement to third parties regarding the nature and content of the Product; this specifically relates to the nucleotide sequence of the RNA or DNA product, and any derivatives thereof, one or more modifications of the RNA or DNA product, and any derivatives thereof, and the composition, identity and structure of the nucleotide delivery vehicles.

Such notification is to be made to the then current management of RiboPro at least 7 days prior to publication.

7. Purchaser rights

7.1 Purchaser has the right to file for a patent on the provided nucleotide sequence provided the following: Purchaser limits the patent application, and all derivatives thereof, to the provided nucleotide sequence and derivatives thereof (sequence space). The sequence space is to be determined in consultation with RiboPro. RiboPro has the right to determine the extent of the sequence space incorporated in the patent and commits to providing Purchaser with the broadest sequence space reasonably possible. Purchaser limits the patent application to the application(s) agreed upon with RiboPro. Purchaser refrains from patenting UTRs, and other isolated sequence elements provided by RiboPro, in connection with the application; only the complete sequence and coding sequence may be included as IP matter, unless otherwise agreed upon with RiboPro. Details as agreed upon may be included in a product specific Limited License Agreement attached hereto.

7.2 Purchaser has the right to exploit the patent (as referred to in the previous paragraph (7.1)) without interference by RiboPro, provided that a suitable commercial license, governing access to the underlying technology, is agreed upon.

8. Improvements

8.1 RiboPro IP. RiboPro will retain ownership of all inventions, discoveries, improvements, techniques, ideas, data, results, processes, practices, know-how, knowledge and other technology, whether or not patentable, copyrightable or protectable as a trade secret, or other intellectual property right ("IP") owned by RiboPro prior to breaking the seal of this Product's package or developed or acquired in parallel but outside the scope of this Agreement (the "RiboPro Background"). All improvements of RiboPro Background and other IP made, discovered, written, first reduced to practice or otherwise produced by or on behalf of RiboPro in performance of a Project other than the



Customer Foreground (as defined below) in each case without reliance on the Customer Background (as defined below), the Customer Materials, or Confidential Information of the Customer (collectively the "RiboPro Foreground") will belong to RiboPro. RiboPro shall promptly disclose to the Customer all RiboPro Foreground that is related to or incorporated in Deliverables provided to Customer under this Agreement.

8.2 Customer IP. Customer will retain ownership of all IP owned by it prior to the Effective Date of this Agreement included in the Customer Materials or information provided by Customer to RiboPro in connection with the Projects to be performed by RiboPro (the "Customer Background"). Customer shall further obtain all ownership of the Results and any and all IP made, discovered, written, first reduced to practice or otherwise produced by or on behalf of RiboPro in the performance of a Project, that solely or predominantly relate to Deliverables or that otherwise rely on Customer Background, Customer Materials and/or Customer Confidential Information (together with all intellectual property rights therein or thereto, the "Customer Foreground IP"). RiboPro hereby assigns to Customer all right, title, and interest in and to any Customer Foreground IP. RiboPro and all employees, agents, consultants and subcontractors of RiboPro shall assign and deliver to Customer all writings and do all such things as may be necessary or appropriate to vest in Customer all right, title and interest in and to all results and Customer Foreground IP.

If Purchaser is unwilling to accept the terms of this Limited License, return the UNOPENED Product within ten (10) days of receipt to RiboPro B.V.