

## **TERMS & CONDITIONS OF SALE**

### **1. Applicability & Priority**

For the purposes of these Terms and Conditions, “Seller” means Sartomax Biopharma FZ-LLC and “Buyer” means any legal entity or individual purchasing Goods from the Seller. These Terms and Conditions (“T&C”) shall apply to all quotations, proforma invoices, order confirmations, sales, deliveries and services provided by the Seller. These T&C shall prevail over any purchase order, confirmation, correspondence or other document issued by the Buyer, notwithstanding any contrary, conflicting or supplementary terms contained therein. Any such Buyer terms are hereby expressly rejected unless expressly accepted in writing by the Seller.

### **2. Quotations & Order Acceptance**

All quotations are non-binding unless expressly stated otherwise in writing. The Buyer’s purchase order, together with the applicable quotation, shall constitute the sole and complete basis of the transaction and shall be governed exclusively by these Terms and Conditions.

### **3. Prices & Adjustments**

Prices are based on the cost structure, exchange rates, duties, tariffs, freight, insurance premiums and regulatory conditions prevailing at the time of quotation. Prices confirmed in the Seller’s proforma invoice shall remain fixed. Notwithstanding the foregoing, the Seller reserves the right to adjust prices solely to reflect mandatory changes in customs duties, taxes, sanctions, export control requirements or other governmental or regulatory charges imposed after issuance of the proforma invoice and prior to delivery. Any such adjustment shall be communicated to the Buyer.

### **4. Shipping, Freight & Logistics**

All transportation, freight, packaging, insurance, customs clearance, duties, taxes, storage, demurrage, detention and logistics-related costs shall be borne by the Buyer, unless expressly agreed otherwise in writing. Any costs initially estimated or advanced by the Seller shall be recharged to the Buyer and may be invoiced separately or added to

the final invoice. Shipping charges are indicative only and subject to actual costs incurred.

The applicable Incoterms® 2020 rule shall be as expressly agreed between the parties and specified in the relevant quotation, proforma invoice or order confirmation. Any reference to Incoterms shall be construed in accordance with Incoterms® 2020 as published by the International Chamber of Commerce (ICC).

In the absence of an expressly agreed Incoterms® rule, delivery shall be deemed to take place at the Seller's premises, and all risks of loss or damage to the Goods shall pass to the Buyer upon the Goods being made available for collection or handed over to the first carrier, whichever occurs first.

## **5. Delivery Dates**

Delivery dates are estimates based on information available at the time of order confirmation and are subject to change. The Seller shall use commercially reasonable efforts to meet the estimated delivery dates. The Seller shall not be liable for delays caused by late payment, lack of documentation, regulatory approvals, force majeure events, carrier delays, provider delays, or the Buyer's failure to cooperate.

## **6. Authorized Territory**

The Goods may be sold, supplied, delivered, resold or transferred exclusively within the following authorized territories: United Arab Emirates, Oman, Kuwait, Qatar and Bahrain (the "Authorized Territory").

Any sale, supply, export, transfer or re-export of the Goods, directly or indirectly, outside the Authorized Territory without the Seller's prior written consent is strictly prohibited.

Any circumvention of this restriction, including through third parties, shall constitute a material breach of these Terms and Conditions, entitling the Seller to suspend or cancel pending orders or deliveries and refuse future transactions.

## **7. Export Control & Sanctions**

**7.1 Civil and Peaceful Use:** Goods will be supplied exclusively for civil and peaceful purposes only.

The Buyer shall neither use any Goods, information, software and technology offered by Sartorius in or in connection with nuclear or missile technology or weapons of mass

destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

Any violation of this obligation shall constitute a material breach of an essential element of these Terms and Conditions, and Sartomax Biopharma shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) immediate suspension or cancellation of any pending orders or deliveries; and
- (ii) recovery of all losses, damages, penalties or costs incurred by Sartomax Biopharma, including those imposed by competent authorities or the manufacturer.

**7.2 Export License Requirement:** Acceptance and execution of orders for Goods requiring prior approval of a relevant government authority is subject to the issue of an export license by such authority.

**7.3 Compliance and Documentation:** The Buyer agrees to comply with all applicable laws and, upon request, provide Sartomax Biopharma FZ-LLC, with all relevant and requested information including but not limited to information related licenses, applications (e.g. End-User Certificates, company profiles) and post shipment verification documents (including but not limited to Air Way Bill, Bill of Lading, CMR, and relevant custom import documents from the country of destination).

Sartomax Biopharma may, where required by applicable law or manufacturer requirements, share such information with the manufacturer or competent authorities.

**7.4 Sanctions Representation:** The Buyer represents and warrants that it, the Buyer's employees, affiliates, and sub-suppliers

- (i) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties; and
- (ii) do not transact, deal or associate with or provide support to any person or entity named, as of the date hereof, in violation of any prohibited or restricted parties' list.

**7.5 No Russia / Belarus Re-Export Restriction:** The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Goods supplied under or in connection with a quotation or purchase order that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Furthermore, the Buyer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any Goods supplied under or in connection with a quotation or purchase order that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.

The Buyer shall use its best efforts to ensure that the purpose of this clause is not circumvented or frustrated by any third parties further down the commercial chain, including resellers or intermediaries, and shall establish and maintain adequate monitoring mechanisms to detect any such conduct.

Any breach of this Clause shall constitute a material breach of these Terms and Conditions. In such event, the Seller shall be entitled, without limitation and without prejudice to any other rights or remedies, to immediately suspend or cancel any pending orders or deliveries, refuse future transactions, and impose a contractual penalty equal to thirty percent (30%) of the total order value or the price of the Goods exported, whichever is higher, in addition to any actual losses, damages, fines or penalties incurred. The Buyer shall immediately inform the Seller of any difficulties in applying this clause and shall provide all information reasonably requested by the Seller to demonstrate compliance within two (2) weeks of such request.

**7.6 Downstream Best Efforts:** The Buyer shall undertake its best efforts to ensure that the purpose of Clauses 7.4 & 7.5 is not frustrated by any third parties further down the commercial chain, including possible resellers.

**7.7 Monitoring Obligation:** The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of Clauses 7.5 & 7.6.

**7.8 Remedies and Penalties:** Any violation of Clauses 7.5, 7.6 or 7.7 shall constitute a material breach of an essential element of this Agreement, and The Seller shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of ten percent (10%) of the total value of this Agreement or the price of the goods exported, whichever is higher.

**7.9 Notification Obligation:** The Buyer shall immediately inform Sartomax Biopharma FZ LLC about any problems in applying Clauses 7.6, 7.7 or 7.8, including any relevant activities by third parties that could frustrate their purpose.

**7.10 Information Duty:** The Buyer shall make available to Sartomax Biopharma FZ LLC information concerning compliance with the obligations under Clauses 7.6, 7.7 and 7.8 within two (2) weeks of the simple request of such information.

## **8. Failure to Collect / Storage / Disposal**

If the Buyer fails or refuses to collect, receive or accept delivery of the Goods when ready, The Seller shall be entitled, at its sole discretion, to store the Goods at the Buyer's risk and expense. All storage, handling, warehousing, insurance and related costs shall accrue automatically and be payable immediately upon demand by the Seller. Such costs shall be due irrespective of whether the amount is fixed or determinable at the time of delivery. The Seller shall not be obliged to continue storage indefinitely. If the Buyer fails to collect the Goods within thirty (30) working days from the date the Goods are made available for delivery, the Seller may, after written notice, resell, return, re-export or otherwise dispose

of the Goods in a commercially reasonable manner. Any proceeds of such resale or disposal shall be applied against the Buyer's outstanding amounts, without prejudice to the Seller's right to recover any remaining balance, losses or damages from the Buyer.

## **9. Inspection & Acceptance**

The Buyer shall inspect the Goods immediately upon delivery. Any claims relating to defects, shortages or non-conformity must be notified in writing within seven (7) days of delivery. Failure to notify shall constitute unconditional acceptance and waiver of any claim.

## **10. Limited Warranty & Disclaimer (SARTORIUS-ALIGNED)**

The Seller warrants solely that, at the time of delivery, the Goods shall conform to the manufacturer's published specifications, if any, and shall be free from material defects in workmanship and materials, strictly in accordance with the applicable warranty terms of the manufacturer.

The warranty applicable to the Goods shall be exclusively the warranty provided by the manufacturer, including Sartorius, as set out in the manufacturer's terms and conditions of sale, as amended from time to time.

The Buyer expressly acknowledges and agrees that no warranty, representation or guarantee is given by the Seller other than those expressly provided by the manufacturer.

Except as expressly provided under the manufacturer's warranty, the Goods are supplied "as is" and "as available", and the Seller expressly disclaims any and all other warranties, whether express, implied or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from course of dealing or usage of trade.

### **10.1 Warranty Claim Procedure**

For the avoidance of doubt, any warranty or defect claim shall be handled strictly in accordance with the manufacturer's warranty procedures. Without limiting the foregoing, the Buyer shall:

- (a) inspect the Goods visually immediately upon delivery, prior to unpacking or installation;
- (b) take clear photographs of any visible damage, defects or non-conformity prior to opening the packaging;
- (c) notify the Seller in writing by email without undue delay, attaching the photographs and providing all relevant details, including but not limited to the item number, lot or serial number, invoice number and delivery reference; and

(d) refrain from using, installing or altering the Goods until receiving further instructions from the Seller or the manufacturer.

Failure to comply with the above procedure may result in rejection of the claim by the manufacturer.

For the avoidance of doubt, the applicable manufacturer's warranty terms, including those of Sartorius, are available at:

<https://www.sartorius.com/download/618168/5/terms-and-conditions-of-sales-sartorius-germany-pdf-data.pdf>

Nothing in these Terms shall be construed as expanding, modifying or increasing the manufacturer's warranty or obligations, including those of Sartorius.

## **11. Proper Use, Handling & Prohibition of Modifications**

The Buyer shall use the Goods strictly in accordance with the manufacturer's instructions, manuals and specifications.

The Buyer shall not modify, alter, rebrand, relabel, disassemble or otherwise change the Goods without the prior written consent of the manufacturer.

Any non-compliance with this Clause shall void the applicable warranty and release the Seller from any liability in relation to the affected Goods.

## **12. Limitation of Liability**

**12.1** In no event shall the Seller be liable for any indirect, incidental, special or consequential losses, including loss of profit, loss of business, production downtime or third-party claims. The Seller's total liability shall be limited to the invoiced value of the Goods.

### **12.2 Delays and Exclusion of Penalties:**

The Buyer expressly acknowledges and agrees that no delay in delivery or performance, for any reason whatsoever, shall entitle the Buyer to claim any penalty, liquidated damages, compensation or other damages from Sartomax Biopharma FZ-LLC.

Without limitation, this shall apply to delays arising from export license requirements or approvals, regulatory or governmental actions, manufacturer or supplier delays, carrier or logistics delays, force majeure events, late payment, lack of documentation, or any decision by the manufacturer or competent authority, including a decision not to appeal a rejected export license.

Any such delay shall not constitute a breach of these Terms and Conditions and shall not give rise to any right of termination, penalty or damage claim by the Buyer.

### **13. Payment Terms**

Unless otherwise expressly agreed in writing by the Seller, all orders shall be subject to the full (100%) advance payment.

#### **13.1 Staged or Milestone Payments**

Where the Seller exceptionally agrees in writing to staged or milestone-based payments, any outstanding balance shall become immediately due and payable upon delivery. For the purposes of these Terms, "delivery" shall mean the Goods being made available at the manufacturers or Seller's warehouse and being ready for dispatch or handover to the first carrier, irrespective of whether the Goods have physically reached the Buyer.

#### **13.2 Late Payment and Disputes**

All costs arising therefrom, including storage, demurrage, insurance, administrative and legal costs, shall be borne exclusively by the Buyer. Any delay, non-payment or dispute raised by the Buyer shall not suspend the Buyer's payment obligations.

#### **13.3 Failure to Complete Payment**

If the Buyer fails or refuses to complete payment of any agreed milestone upon delivery, the Seller shall be entitled to suspend delivery, retain amounts paid and terminate the transaction without liability. In such event, the Goods may be stored at the Buyer's risk and expense for a period of thirty (30) working days from the date the Goods are made available for delivery. If payment is not completed within this period, the matter shall be handled in accordance with Clause 8 (Failure to Collect / Storage / Disposal), which shall apply mutatis mutandis.

### **14. Force Majeure**

The Seller shall not be liable for failure or delay caused by events beyond its reasonable control, including acts of God, war, pandemics, strikes, supply chain disruptions, regulatory changes or transportation failures.

### **15. Governing Law & Dispute Resolution**

These Terms and Conditions and any transaction arising therefrom shall be governed by the laws of the UAE

Any dispute, controversy or claim arising out of or in connection with this Contract shall be finally resolved by arbitration under the Rules of the Dubai International Arbitration Centre (DIAC). Seat: Dubai, UAE. Language: English. Tribunal: one (1) arbitrator. The award shall be final and binding.

## **16. Entire Agreement & Communications**

These Terms and Conditions constitute the entire agreement between the Seller and the Buyer with respect to the subject matter hereof and shall prevail over any quotation, purchase order, confirmation, correspondence or other document issued by the Buyer, unless expressly agreed otherwise in writing by the Seller.

No failure or delay by the Seller in exercising any right, power or remedy under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof.

Any notice, request, claim or other communication under or in connection with these Terms and Conditions shall be made in writing. Communications addressed to the Seller shall be deemed valid only if sent to the Seller's designated contact email address: [info@sartomax.com](mailto:info@sartomax.com), or to such other email address as the Seller may notify in writing from time to time.

The Buyer shall notify the Seller in writing of its designated contact email address. Any communication sent to such address shall be deemed duly received.

## **17. Miscellaneous**

### **17.1 Severability**

If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable by a competent authority, such provision shall be severed and the remaining provisions shall remain in full force and effect.

### **17.2 Assignment**

The Buyer shall not assign, transfer or novate any of its rights or obligations under these Terms and Conditions without the prior written consent of the Seller. The Seller may assign its rights and obligations to any affiliate.

### **17.3 Retention of Title**

Legal title to the Goods shall remain with the Seller until full and unconditional payment of the purchase price and all other amounts due under these Terms and Conditions has been received by the Seller in cleared funds.



#### **17.4 Taxes & VAT**

All prices are exclusive of value added tax (VAT), customs duties, withholding taxes or any other applicable taxes or governmental charges, unless expressly stated otherwise in writing. VAT, where applicable, shall be charged strictly in accordance with the laws and regulations of the United Arab Emirates and shall be shown separately on the Seller's invoice. The applicable tax treatment shall be determined based on the nature of the transaction and the supporting documentation provided.