

General Terms and Conditions

1. General scope and amendments to the GTC

(1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to the commissioning of VASCage GmbH, Companies' Register number FN 512789b, Adamgasse 23, 6020 Innsbruck, (hereinafter referred to as "VASCage") by a customer (contractual partner; hereinafter referred to as "CP").

(2) VASCage provides services in the areas of consulting, planning and implementation of clinical studies, clinical trials as well as biomedical research projects.

(3) The GTC shall apply in the version valid at the time of the contract for all services provided by VASCage to the CP(s) and shall form an integral part of the contractual relationship, even if no express reference is made to them.

(4) Provisions deviating from or supplementing the GTC shall only become part of the contract if they have been expressly confirmed in writing by VASCage.

(5) VASCage shall be entitled to amend these GTC unilaterally at any time. Amended GTC shall be sent to the CP(s) electronically. They shall become effective if the CP(s) do(es) not object in writing within four (4) weeks of receipt of the notification of amendment. In the event of an objection, the present GTC shall continue to apply.

(6) VASCage shall provide the services listed in the offer in accordance with the applicable statutory provisions and regulatory requirements.

2. Offer, scope of services and conclusion of contract

(1) An offer by VASCage shall not be binding unless it is expressly designated as binding.

(2) The description of the services (scope of services) shall be prepared by VASCage in a Scope of Work (tasks of VASCage) in consultation with the CP(s). This document is part of the contract.

(3) The performance period of the agreed service shall be specified in the offer as well as the Scope of Work to the CP(s).

(4) Services that go beyond the agreed scope of work shall be invoiced according to actual expenditure.

(5) VASCage's services are divisible and can be invoiced separately if necessary.

(6) Any third-party services (e.g. third-party software) shall be indicated in the offer or Scope of Work. If necessary, the CP(s) may authorise VASCage to commission third-party services on behalf of the CP(s), so that a contractual relationship is established between the third party and the CP(s). Any claims arising from this relationship shall be settled directly and exclusively between these parties.

3. Provision of services by VASCage

(1) If no specific performance period has been agreed, the CP(s) shall not be entitled to a specific performance date within the scope of the service provision. VASCage is free to determine the time frame and place of service provision at its own discretion.

(2) Performance dates and deadlines are non-binding. The specification of certain performance deadlines and performance dates is subject to correct and timely delivery by subcontractors and manufacturing companies. Partial deliveries and advance deliveries are permissible.

(3) Provision of services shall be deemed to have been provided upon written notification of fulfilment to the CP(s). The risk shall also pass to the CP(s) at the same time.

(4) Other services and, if applicable, any necessary force-account works (Regieleistungen), i.e. services required

due to an unforeseen (unplanned) development and paid for on a time basis, shall be deemed to have been accepted upon actual fulfilment.

(5) Delays in performance due to force majeure and other unforeseeable events that make performance significantly more difficult or impossible shall entitle VASCage to postpone performance for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract if it has not yet been fulfilled in whole or in part. The CP(s) shall not be entitled to withdraw from the contract or claim damages for exceeding the promised deadlines.

4. Obligations of the CP(s) to co-operate

(1) The CP undertakes to take all measures necessary for the provision of services by VASCage in a timely manner. The CP shall be informed in good time of any requests for co-operation or, respectively, provision of materials.

(2) The CPs shall provide the information and test materials (substances, excipients and active ingredients within the meaning of Section 1 (4), (4a) and (4b) of the Austrian Medicinal Products Act (Arzneimittelgesetz) as amended); test products (medical devices within the meaning of the Austrian Medical Devices Act (Medizinproduktegesetz) as amended) and food supplements (within the meaning of Directive 2002/46/EC as amended) required for the provision and use of VASCage's services at its own expense and risk. The provision of services by VASCage, in particular the fulfilment of the agreed services, is subject to compliance with the obligations by the CP(s), in particular the provision of information as well as test equipment and/or test product and/or food supplements.

(3) If CP is provided with log-in data by VASCage as part of the provision of services, CP shall treat such data with care and treat the log-in data assigned by VASCage as strictly confidential. The CPs shall be liable for all damages caused by careless handling of the log-in data used.

(4) The CPs shall be obliged to check the documents provided in the context of the provision of services immediately with regard to the required content and/or completeness and to inform VASCage of the result of the check in writing.

(5) The CPs shall ensure the licensing of any third-party software used in the course of the provision of services.

(6) The CPs shall bear any damages or, respectively, additional costs resulting from the non-fulfilment or improper fulfilment of its obligations to cooperate. If the CPs fail to fulfil their obligations to cooperate despite being granted a grace period, VASCage may withdraw from the contract with immediate effect. In this case, the contractual remuneration for the entire order shall become due immediately.

(7) The CPs shall take all reasonable measures, in particular with regard to data backup and the ongoing review of provision of services, in order to identify any cases of damage and/or data protection breaches as early as possible and to minimise the impact.

(8) The CPs' obligations to co-operate shall also apply in the event that VASCage provides warranty remedies.

5. Rights of use, copyright and licensing (granting of rights)

(1) The copyrights to the works created by VASCage and its employees and commissioned third parties (in particular offers, protocols (e.g. test or study protocol), reports, analyses, expert opinions, organisational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with VASCage.

They may be used by the CP(s) during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the CP(s) shall not be authorised to reproduce and/or distribute the work(s) without the express consent of VASCage. Under no circumstances shall any unauthorised reproduction/distribution of the work give rise to any liability on the part of VASCage - in particular for the accuracy of the work - towards third parties.

(2) VASCage shall retain ownership of all results as well as property rights (intellectual property rights) associated with the provision of services until complete and final fulfilment of all claims of VASCage against the CP(s) (regardless of the legal basis, including all future or conditional claims). The CP(s) shall not be granted any rights of use until all of VASCage's claims against the CP (irrespective of their legal basis, including all future or conditional claims) have been fully and finally settled. Only after all claims against the CP(s) have been settled may the CP(s) be granted a more extensive right of use.

(3) The CP's or CPs' breach of these provisions shall entitle VASCage to terminate the contractual relationship prematurely with immediate effect and to assert other legal claims, in particular for injunctive relief and/or damages.

(4) The offer and/or individual contract may stipulate conditions for the use of the work(s) created by VASCage and its employees for the time after the end of the contract period.

(5) As a matter of principle, VASCage shall not cede any third-party works. In the event that the use of third-party works is necessary for the fulfilment of the order, a written agreement shall be made. In the event that a work or works of third parties is/are used, the licence terms of the respective third party shall take precedence. VASCage shall not assume any warranty for the work or works of third parties, in particular public domain software or shareware. The CPs shall licence and use such third-party works in accordance with the terms of use of the respective third party providing them.

6. Warranty, liability and compensation

(1) VASCage reserves the right to choose the form of defect rectification itself, irrespective of fault. If the defect is due to the fault of the CP(s), the resulting additional costs shall be borne by the CP.

(2) Warranty claims must be notified specifically and in writing immediately after the services have been rendered. If no complaint is made by the CP(s) within a period of fourteen (14) working days. The existence of defects must be proven by the CP(s). This claim of the CP(s) shall expire no later than 6 (six) months after the respective service has been rendered.

(3) If VASCage remedies defects outside of the warranty or provides other services, these shall be invoiced accordingly.

(4) VASCage and the CP(s) agree that sec. 924, sec. 933 and sec. 934 of the Austrian Civil Code (ABGB) shall not apply.

(5) The CP(s) shall be solely responsible for obtaining any necessary official authorisations.

(6) VASCage shall provide the services on the basis of information, documents and/or test equipment/test products provided by or on behalf of the CP(s), exclusively for the benefit of the CP(s). The CP(s) shall be responsible for the completeness and accuracy of the information, documents and/or functionality and safety of test equipment/test products and necessary certifications. VASCage shall not be liable for damages resulting from incorrect or incomplete information, documents and/or the inoperability and lack of safety of test equipment/test products. VASCage shall act at its own discretion on the basis of the services, information and documents provided by the CP(s).

(7) The CP(s) shall be responsible for the selection of the services ordered and shall bear the risk that these meet its requirements. VASCage does not guarantee that the services fulfil the characteristics required by the CP(s).

(8) VASCage shall not be liable for delayed, partial or complete non-fulfilment of the services resulting directly or indirectly from events outside VASCage's sphere of influence.

(9) VASCage shall not be liable for damages resulting from the CP's or CPs' failure, in particular the CP's or CPs' failure to fulfil an obligation to cooperate.

(10) Neither VASCage nor any of its officers, employees, agents or subcontractors shall be liable to the CP(s) or any third party for any damages arising from unclear, erroneous, incomplete, misleading or false information provided to VASCage. The CP(s) shall bear the damage incurred.

(11) VASCage shall only be liable to the CP(s) for damages - with the exception of personal injury - in the event of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damages caused by third parties engaged by VASCage. The CP(s) must provide proof of this.

(12) Claims for damages by the CP(s) may only be asserted in court within six (6) months of becoming aware of the damage and the damaging party, but no later than three (3) years after the event giving rise to the claim.

(13) If VASCage provides services within the Scope of Work with the assistance of third parties and enters into a direct contractual relationship with the third party, VASCage reserves the right to assign these claims to the CP(s) if warranty and/or liability claims of VASCage against these third parties arise in this context. A written agreement shall be concluded. In the event of assignment, the CP(s) shall be exclusively liable to the third party. And shall indemnify and hold VASCage harmless.

(14) VASCage's liability shall be limited to the order amount of the CP(s).

(15) VASCage shall not be liable for direct or indirect consequential damages, including but not limited to loss of profit, loss of business, loss of business opportunities, loss of goodwill and costs of product recall. Furthermore, VASCage shall not be liable for any loss, damage or costs incurred by the CP(s) as a result of third party claims (including, but not limited to, product liability claims).

(16) The CP(s) agree(s) to indemnify and hold VASCage and its officers, employees, agents or subcontractors harmless against any and all claims (actual or threatened) by third parties for any loss, damage or expense of any kind, including all legal fees and related costs, however incurred, in connection with the performance, alleged performance or non-performance of any Services.

7. Payments

(1) If no payment deadlines for payments or instalments by the CP(s) are agreed in the offer for the performance of clinical studies/trials, the following provisions shall apply:

- First: commissioning 30% of the total gross price 10 days net
- Second: First Patient 30% of the total gross price 10 days net
- Third: Last Patient 30% of the total gross price 10 days net
- Fourth: conclusion 10% of the total gross price 10 days net

(2) Any cash expenses incurred as a result of the order, such as fees, travelling expenses and advance payments to third parties, shall be invoiced by VASCage. Services that go beyond the agreed scope of services shall be invoiced according to actual expenditure.

(3) VASCage's standard rates shall apply as fees for services that were not negotiated between VASCage and the CP(s) at the time the order was placed or the contract was concluded. These amounts, as well as all taxes, shall be borne by the CP(s).

(4) Unless another period is specified in the offer and/or individual contract and/or invoice, the CP(s) shall pay all amounts due to VASCage immediately, but no later than ten (10) days after the respective invoice date. Otherwise, interest shall accrue at the statutory rate from the due date up to and including the date payment is actually received.

(5) VASCage shall have a right of retention in respect of claims due from a CP or CPs for services rendered.

(6) The CP(s) shall not be entitled to withhold amounts due or to set off the payment of amounts due to VASCage on the basis of any dispute, counterclaim or set-off that he or she or they may assert against VASCage.

(7) In the event that unforeseen problems or costs arise in the fulfilment of the services, VASCage shall inform the Customer and shall be entitled to charge additional amounts to offset the additional time and costs necessarily incurred for the fulfilment of the order.

(8) If VASCage, for any reason beyond the control of VASCage, including the default of a duty of co-operation of the CP(s), is unable to perform the services in whole or in part, VASCage shall nevertheless be entitled to payment of:

- a. the amount of all non-reimbursable costs incurred by VASCage; and
- b. that part of the agreed fee which corresponds to the proportion of the services actually provided.

8. Term of contract and cancellation

(1) VASCage shall be entitled to cancel individual contract by registered letter with three (3) months' notice to the end of a quarter. In addition, VASCage shall be entitled to cancel an individual contract for good cause by registered letter at any time and without notice. Good cause shall be deemed to exist in particular if the CP(s) fail(s) to refrain from such behaviour in the event of a breach of material obligations under the individual contract and the GTC, despite a written reminder and the setting of a reasonable grace period or, respectively, threat of cancellation.

(2) In the event of cancellation for good cause within the CP's or CPs' sphere of responsibility and in the event of unjustified cancellation by the CP(s), VASCage shall be entitled to payment of the entire order amount.

9. Confidentiality and data protection

(1) The CP assures VASCage that it will treat all confidential information and trade secrets that become known in connection with the offer, the individual contract and the performance of services as confidential, unless they are generally known or must be disclosed on the basis of a legally binding official or judicial decision. This obligation shall apply beyond the end of the contractual relationship for an unlimited period of time.

(2) The CP shall comply with all statutory as well as regulatory provisions when handling personal data and fulfil its obligations in this regard.

10. Other rights and obligations

(1) During the term of the contract and until one year after its expiry, the CP shall refrain from recruiting or poaching employees of VASCage. The CP undertakes to pay a contractual penalty in the amount of the last annual gross salary of the respective employee for each case of non-compliance.

(2) VASCage may transfer its contractual rights and obligations towards CP to third parties without CP's consent.

11. Final provisions

(1) In the event of contradictions between an offer, an individual contract and these GTC, the offer and, if applicable, the individual contract shall take precedence over the GTC. Amendments and supplements to these GTC or an individual contract must be made in writing; this also applies to the cancellation of the written form requirement. For the purposes of these GTC, a written declaration is deemed to be a letter sent by e-mail or registered post.

(2) Should one or more provisions of the GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid or unenforceable clause.

(3) These GTC and the service relationships established on their basis shall be governed exclusively by Austrian substantive law to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

(4) The place of jurisdiction for all disputes arising from the contracts between VASCage and a CP shall be exclusively the materially competent court for 6020 Innsbruck, Austria.