

GENERAL TERMS AND CONDITIONS

Contents

PART 1 – GENERAL TERMS AND CONDITIONS

§ 1 – Scope and General Provisions	1
§ 2 – Offers and Conclusion of Contract	2
§ 3 – Performance Deadlines and Performance Delay	2
§ 4 – Prices and Payment Terms	3
§ 5 – Customer Cooperation Obligations	3
§ 6 – Liability	4
§ 7 – Indemnification	4
§ 8 – Intellectual Property; Restrictions on Use	4
§ 9 – Confidentiality	5
§ 10 – Use of Subcontractors	6
§ 11 – Ownership and Use of Results; Customer Materials	6
§ 12 – Data Protection (GDPR)	7
§ 13 – Export Control, Biosafety, and Regulatory Compliance	8
§ 14 – Final Provisions	9

PART 2 – SPECIAL CONDITIONS FOR SERVICES (Adapted for ACARYON AGB)

§ 1 – Scope	9
§ 2 – Results	9
§ 3 – Warranty, Customer Rights in Case of Defective Performance, Limitation Period	9
§ 4 – Contract Term and Termination	10

PART 3 – SPECIAL CONDITIONS FOR WORKS

§ 1 – Scope	10
§ 2 – Acceptance and Transfer of Risk	11
§ 3 – Quality, Functionality, and Customer Rights in Case of Defects	11
§ 4 – Limitation Period	12

PART 1 – GENERAL TERMS AND CONDITIONS

§ 1 — Scope and General Provisions

(1) These General Terms and Conditions (“GTC”) apply to all business relationships between ACARYON GmbH (“ACARYON”) and its customers (“Customer”), provided the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a public-law special fund.

(2) The GTC apply particularly, but not exclusively, to business relationships in which the Customer commissions ACARYON to perform:

a) **research and development work**, including any biotechnological, pharmaceutical, analytical, or technological (further) analysis, development, or modification work—such as the performance of analyses, studies, assays, product development activities, and/or (pre-)clinical services—where ACARYON does not owe the achievement of any specific research or project success but only the performance of such activities with due care (“Services”), as well as the delivery of any reports or outputs containing such results (“Results”); no specific functional or scientific success is owed, for Services.

and/or

b) deliverables for which a defined success is expressly agreed in writing (“Works”), in deviation from lit. a). e.g., strain development constitutes a Work.

c) any other services not described under lit. a) or b), including mixed forms, to which no separate contractual regulation between the parties applies.

For the purposes of these GTC, the term “Services” refers to all activities performed by ACARYON, unless expressly defined otherwise.

(3) The GTC consist of the following parts:

Part 1: General Provisions

Part 2: Special Conditions for Services

Part 3: Special Conditions for Works

Unless expressly stated otherwise, the provisions of Part 1 apply in addition to Parts 2–3.

(4) These GTC apply as a framework agreement to all future contracts between ACARYON and the same Customer for Services or Works, without requiring repeated reference. ACARYON will notify the Customer of any updates to the GTC without undue delay.

(5) These GTC apply exclusively. Conflicting, supplementary, or deviating terms of the Customer do not become part of the contract, even if ACARYON is aware of them and does not expressly object to them. References by ACARYON to documents containing customer or third-party terms do not constitute acceptance unless expressly agreed in writing.

(6) Individually negotiated agreements take precedence over these GTC. Such agreements require a written contract or written confirmation issued by ACARYON (e.g., in a quotation).

(7) Legally relevant declarations or notices to be made by the Customer after contract conclusion (e.g., notifications of defects, deadlines, declarations of withdrawal or reduction) must be made in writing to be valid.

(8) References to statutory provisions serve for clarification only. Statutory law applies even without such reference unless expressly modified or excluded in these GTC.

§ 2 — Offers and Conclusion of Contract

(1) All offers and price lists issued by ACARYON are non-binding unless expressly designated as binding, for example through signature by an authorized representative.

(2) By placing an order—such as by signing a quotation or contract—the Customer submits a binding contractual offer to purchase the ordered Products or to commission the requested Services or Works.

(3) The scope of ACARYON's obligations is determined exclusively by ACARYON's quotation or contract, including these GTC.

Oral statements or agreements made prior to the written quotation or contract are non-binding unless expressly designated as binding.

Section 1(6) remains unaffected.

(4) Collateral agreements, warranties, guarantees of quality, or amendments to an order require written confirmation from ACARYON.

Public statements, advertising, or promotional materials do not constitute contractual quality descriptions.

Offer documents such as illustrations, drawings, or technical data are approximate unless expressly confirmed as binding.

(5) ACARYON retains all ownership and intellectual property rights (including copyrights) in all documents provided to the Customer (e.g., service descriptions, work plans, technical specifications). Such documents may not be provided to third parties without prior written consent and must be returned upon request.

§ 3 — Performance Deadlines and Performance Delay

(1) Performance deadlines are either individually agreed or indicated by ACARYON in the provided quotation or contract.

If no deadline is specified, the performance period follows industry-standard average timelines. Where shipment is agreed, deadlines refer to the time of handover to the carrier.

(2) Deadlines are binding only if expressly agreed and if the Customer has provided all required information, approvals, and materials.

If the Customer is in default of its obligations, ACARYON's performance obligations are suspended.

(3) Any change to the order after contract conclusion automatically extends deadlines appropriately.

(4) If the parties agree that ACARYON shall deliver physical materials (e.g., samples, strains etc), the Customer shall call off such materials within three (3) months of notification of readiness. If the Customer fails to do so, ACARYON may, after setting a reasonable grace period, withdraw from the contract and claim damages, including storage or disposal costs.

(5) If ACARYON cannot meet binding deadlines due to circumstances beyond its control (e.g., force majeure: Force majeure refers to any event beyond the reasonable control of ACARYON like war, natural disasters, strikes, pandemics, energy shortages, regulatory actions, or supply-chain collapse or other unavoidable events like delivery delay), ACARYON shall inform the Customer and provide a new estimated deadline. Deadlines are extended by the duration of the disruption.

If the disruption exceeds two (2) months, either party may withdraw. Claims for damages are excluded unless caused by intent or gross negligence.

(6) Delay occurs only in accordance with statutory law, and a reminder from the Customer is always required.

§ 4 — Prices and Payment Terms

(1) Unless otherwise agreed, the prices applicable at contract conclusion are those stated in ACARYON's quotation.

(2) Shipment costs for physical materials (e.g., strains, samples) are EXW (Incoterms 2020), excluding VAT, packaging, shipping, customs, taxes, and other public charges.

(3) Invoices are payable within 14 days of the invoice date without deduction. The Customer enters default once this period expires.

(4) ACARYON may require advance payment:

- 30% for contracts with a total value \geq €20,000 and $<$ €50,000

- 50% for contracts with a total value \geq €50,000

Advance payments are due within 14 days.

Non-payment entitles ACARYON to suspend performance.

(5) In the event of default, ACARYON may charge statutory default interest and may withhold further deliveries or perform only against prepayment.

(6) The Customer may set off only undisputed or legally established claims.

(7) Rights of retention exist only for claims arising from the same contract.

(8) If the Customer's financial circumstances significantly deteriorate, ACARYON may demand advance payment or security. Failure to provide such security entitles ACARYON to withdraw.

(9) Cheques or bills of exchange are accepted only by prior written agreement and only on account of performance.

(10) In the event of insolvency, all claims become immediately due (§ 94 InsO).

§ 5 — Customer Cooperation Obligations

(1) The Customer shall support ACARYON by providing all necessary information, documents, data, and materials in a timely manner. The Customer shall inform ACARYON of all circumstances relevant to the performance of the Services, including safety or handling risks.

(2) The Customer shall immediately inform ACARYON of any potential infringement of third-party IP rights or of suspected third-party infringements of ACARYON's rights. This is without prejudice to § 8 (Indemnification).

(3) The Customer represents and warrants that Customer Materials are compliant with all applicable biosafety, transport, and regulatory requirements and do not pose unidentified or unreasonable hazards.

§ 6 — Liability

(1) Liability follows statutory law unless these GTC provide otherwise.

(2) ACARYON is liable for intent and gross negligence.

For simple negligence, ACARYON is liable only for:

- a) injury to life, body, or health; and
- b) breaches of essential contractual duties.

In such cases, liability is limited to foreseeable, typical damages.

(3) Limitations do not apply in cases of fraudulent concealment, guarantees, or claims under the Product Liability Act or Medicinal Products Act.

(4) For simple negligence, liability for property and economic damage is limited to the lower of:
– the order value (net remuneration agreed for the specific Service or Work order), or
– €1,000,000 per event (the maximum amount covered under ACARYON's business liability insurance at the time of the damaging event).

(5) The Customer must mitigate damages.

(6) Limitations apply to ACARYON's agents and employees.

§ 7 — Indemnification

(1) The Customer shall indemnify and hold harmless ACARYON, its affiliates, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses arising out of or relating to:

- materials, data, documents, information, or instructions provided by the Customer;
- the Customer's use, handling, storage, further processing, or application of the Results; or
- infringement of third-party rights caused by Customer-provided materials or specifications,

unless ACARYON acted with intent or gross negligence.

ACARYON is not obliged to conduct intellectual property clearance searches unless expressly agreed in writing.

(2) ACARYON shall promptly notify the Customer in writing of any third-party claims. The Customer may assume the defense at its own cost and may settle the matter, provided that such settlement does not impose obligations on ACARYON without its prior written consent.

§ 8 — Intellectual Property; Restrictions on Use

(1) Background Technology

Each party retains ownership of all intellectual property, technology, know-how, materials, data, and inventions existing prior to the Effective Date or developed independently of the contract ("Background IP").

If ACARYON's Background IP is inseparably integrated into the Results and is necessary for the Customer's use of the Results, the Customer is entitled to request a non-exclusive license on commercially reasonable market terms.

The Customer shall not analyze, sequence, reverse-engineer, or derive ACARYON Background IP from any delivered materials unless expressly permitted.

(2) Customer Background IP

If ACARYON requires the use of Customer Background IP to perform the Services, the Customer grants ACARYON a non-exclusive, non-transferable, non-sublicensable, royalty-free license limited solely to the performance of the commissioned Services.

(3) Foreground IP / Results — Ownership by the Customer

All results, intermediate results, final results, reports, data, analyses, materials, and all intellectual property rights arising directly from the commissioned work (“Foreground IP”) shall be the exclusive property of the Customer, provided that ACARYON has received the agreed remuneration.

ACARYON receives no rights or licenses in the Foreground IP except to the extent necessary to perform the commissioned work or to comply with statutory documentation obligations.

(4) ACARYON Background IP and Improvements — Ownership by ACARYON

All methods, platforms, technologies, processes, know-how, data, software, materials, inventions, and intellectual property owned or controlled by ACARYON prior to the project, or developed independently of the project, remain the exclusive property of ACARYON.

Any improvement, enhancement, optimization, derivative work, or further development of ACARYON Background IP that arises during or in connection with the project—whether or not developed using Customer Materials or in the course of performing the Services—shall be deemed ACARYON Background IP and shall remain ACARYON’s exclusive property.

This protection applies even if such improvements are technically related to the project or arise in the course of performing the commissioned work.

(5) Products Subject to IP Restrictions

Products supplied by ACARYON (if any) may be subject to patent, license, or use restrictions. Such restrictions are described in the product documentation or made available to the Customer upon request.

(6) ACARYON does not warrant that any strain or material is suitable for industrial, environmental, therapeutic, regulatory, or commercial-scale use.

§ 9 — Confidentiality

(1) Each party shall treat all confidential information of the other party with at least the same level of care used to protect its own confidential information, and at least with reasonable care. This obligation applies equally to the parties’ employees and subcontractors.

Disclosure to subcontractors is permitted to the extent necessary for performance, provided such subcontractors are bound by obligations equivalent to those under this § 10.

Results provided to the Customer constitute the Customer’s confidential information. Documents, methods, and proprietary data provided by ACARYON constitute ACARYON’s confidential information.

(2) Confidentiality obligations do **not** apply to information that:

- a) was already lawfully known to the receiving party prior to disclosure;
- b) becomes public without breach of these GTC;
- c) is lawfully disclosed by a third party without confidentiality obligations;
- d) is independently developed without use of the confidential information;
- e) must be disclosed pursuant to law, court order, or order of a public authority, provided the disclosing party is notified without undue delay.

(3) Confidentiality obligations continue for five (5) years after the end of the contractual relationship.

(4) Upon written request, confidential documents and materials shall be returned or destroyed, and the receiving party shall confirm destruction in writing.

(5) Deviations from this confidentiality regime require written agreement.

§ 10 — Use of Subcontractors

(1) ACARYON may engage subcontractors to perform Services or Works, provided such subcontractors possess the necessary qualifications and comply with all applicable contractual and legal obligations.

(2) ACARYON shall ensure that subcontractors are bound by written confidentiality obligations equivalent to § 10 of these GTC, protecting Customer information, data, materials, and Results.

(3) ACARYON shall ensure that all intellectual property generated by subcontractors is transferred to ACARYON to the extent necessary for ACARYON to fulfill its obligations toward the Customer under § 9.

(4) ACARYON remains fully responsible for subcontractor performance as if performed by ACARYON itself.

§ 11 — Ownership and Use of Results; Customer Materials

(1) Ownership of Results

Ownership of Results shall be governed by § 9(3).

For clarity, all Results are the exclusive property of the Customer, subject to full payment.

(2) Use of Results by the Customer

The Customer may freely use, exploit, commercialize, disclose, or modify the Results for any purpose without restriction.

ACARYON shall not be liable for any misuse or unlawful use of the Results by the Customer or third parties acting under the Customer's authority.

(3) Restrictions on Disclosure by ACARYON

Non-public Results or information relating thereto may not be disclosed, published, or communicated by ACARYON to third parties without the Customer's prior written consent. This includes scientific, regulatory, commercial, and promotional communications.

(4) Customer Materials and Sample Storage

(a) Use Restrictions

Customer-provided materials, documents, data, biological samples, or reagents ("Customer Materials") shall be used solely for the performance of the commissioned Services. ACARYON shall not transfer, reproduce, modify, or use Customer Materials for any purpose other than the commissioned work.

(b) Storage and Return

Unless otherwise agreed in writing, Customer Materials shall be stored for up to three (3) months after completion of the Services or Works. Thereafter, Customer Materials shall be returned or destroyed in accordance with the Customer's written instructions. If no instructions are received within fourteen (14) days of ACARYON's written request, ACARYON may destroy the materials. Return or destruction shall be at the Customer's expense.

(c) Retention Samples

Where legally required or agreed in writing, ACARYON shall take and store retention samples for at least two (2) years, or such longer period as required by law. Retention samples remain subject to the confidentiality obligations of §10.

(d) Legal Retention Obligations

The foregoing shall not apply to the extent that continued storage is required by applicable law or regulatory obligation.

§ 12 — Data Protection (GDPR)

(1) Applicability of Data Protection Law

To the extent ACARYON processes personal data within the meaning of Art. 4(1) GDPR in connection with the performance of the Agreement, the Parties shall comply with all applicable data protection laws, including the GDPR and the German Federal Data Protection Act (BDSG).

(2) Roles of the Parties under GDPR

The Parties act as **independent controllers** unless expressly agreed otherwise in writing. If ACARYON processes personal data **on behalf of** the Customer within the meaning of Art. 28 GDPR, a **Data Processing Agreement (“DPA”)** shall be concluded prior to the commencement of such processing.

(3) Customer Obligations

The Customer represents and warrants that:

- a) it has a valid legal basis for providing personal data to ACARYON;
- b) such data has been lawfully collected and may be lawfully transferred to ACARYON;
- c) all required information notices have been provided to data subjects; and
- d) no statutory, contractual, or regulatory restriction prevents ACARYON from processing such data.

(4) ACARYON Obligations

ACARYON shall:

- a) implement appropriate technical and organizational measures pursuant to Art. 32 GDPR to ensure a level of security appropriate to the risk;
- b) process personal data only in accordance with applicable law and, where a DPA exists, only on documented instructions from the Customer;
- c) ensure that employees or subcontractors with access to personal data are subject to confidentiality obligations equivalent to Art. 28(3)(b) GDPR;
- d) maintain appropriate records of processing activities where required.

(5) Data Breach Notification

In the event of a personal data breach affecting personal data processed under the Agreement, ACARYON shall notify the Customer without undue delay and provide information in accordance with Art. 33 GDPR to the extent available.

(6) Subcontractors

ACARYON may engage subcontractors for the processing of personal data only in accordance with Art. 28(2) and (4) GDPR, and shall remain responsible for their compliance with data protection obligations.

(7) Deletion or Return of Data

Upon completion of the contractual services or upon Customer request, ACARYON shall delete or return all personal data, unless statutory retention obligations require continued storage.

§ 13 — Export Control, Biosafety, and Regulatory Compliance

(1) Export Control Laws

The Parties shall comply with all applicable export control, trade sanction, and dual-use regulations, including but not limited to:

- a) Regulation (EU) 2021/821 (EU Dual-Use Regulation);
- b) the German Foreign Trade Act (Außenwirtschaftsgesetz – AWG) and the Foreign Trade Ordinance (Außenwirtschaftsverordnung – AWV);
- c) embargo regulations and sanctions administered by the EU and the Federal Republic of Germany.

(2) Customer End-Use and Compliance Obligations

The Customer represents and warrants that:

- a) all ordered materials, biological strains, constructs, equipment, and data will be used only for lawful purposes;
- b) none of the delivered items will be used in connection with the development, production, or use of biological, chemical, or nuclear weapons, or related delivery systems;
- c) no re-export, transfer, distribution, or disclosure of delivered items will occur in violation of applicable export control laws;
- d) ACARYON may request end-use certificates, user declarations, or export control documentation at any time.

(3) Biosafety and Regulatory Compliance

The Customer shall ensure compliance with all applicable biosafety, environmental, occupational safety, and regulatory provisions relating to the handling, storage, cultivation, transport, or disposal of biological materials, including but not limited to:

- a) the German Genetic Engineering Act (GenTG);
- b) the Biological Agents Ordinance (BioStoffV);
- c) EU and national environmental and public health regulations.

(4) Restrictions on High-Risk Materials

ACARYON may refuse to supply or may withdraw from the contract if:

- a) the Customer cannot demonstrate compliance with required biosafety or export control standards;
- b) the intended end-use poses regulatory, legal, ethical, or safety concerns;
- c) authorities impose restrictions or prohibitions affecting the transaction.

(5) Customer Indemnification

The Customer shall indemnify and hold harmless ACARYON from any claims, damages, administrative fines, or penalties arising from the Customer's violation of export control, biosafety, or end-use obligations.

(6) Right to Suspend Delivery

ACARYON may suspend deliveries, services, or transfers of materials if there is a suspicion or indication of unlawful use, regulatory non-compliance, or export control restrictions. ACARYON shall not be liable for delays resulting from such suspension.

§ 14 — Final Provisions

(1) German law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(2) Exclusive place of jurisdiction is Berlin, provided the Customer is a merchant, a legal entity under public law, or a public-law special fund.

ACARYON may also bring actions at the Customer's general place of jurisdiction.

(3) These GTC are available in German and English. In case of discrepancies, the German version prevails.

(4) ACARYON may update these GTC at reasonable intervals. The most recent version applies to future transactions.

PART 2 – SPECIAL CONDITIONS FOR SERVICES (Adapted for ACARYON AGB)

§ 1 — Scope

(1) These Special Conditions for Services (“Service Conditions”) apply in addition to the General Terms and Conditions (Part 1) insofar as ACARYON undertakes to provide **Services** within the meaning of § 1(2)(a) of the General Terms and Conditions and in accordance with §§ 611 et seq. BGB.

(2) In the event of a conflict between these Service Conditions and the General Terms and Conditions (Part 1), these Service Conditions shall prevail to the extent necessary to resolve such conflict.

§ 2 — Results

(1) ACARYON shall prepare and deliver to the Customer the **Results** generated through the performance of the Services.

Results are provided in the form of a **final report**.

Any prepared, isolated, modified, or synthesized materials shall be delivered to the Customer if expressly agreed in the contract and to the extent required by the project objective.

If the Customer does not agree with the final report, the Customer must notify ACARYON in writing within fourteen (14) days of receipt.

The timeliness of the notification is determined by the date of receipt by ACARYON.

If the Customer does not object within this period, the final report is deemed accepted.

The Customer may not withhold acceptance without reasonable grounds.

(2) Unless otherwise agreed in writing, any publication, disclosure, or other dissemination of the Results — including excerpts — requires the Customer's prior written consent pursuant to § 12 (Ownership and Use of Results; Customer Materials).

§ 3 — Warranty, Customer Rights in Case of Defective Performance, Limitation Period

(1) ACARYON shall perform the commissioned Services:

- according to the latest state of scientific and technical knowledge,
- using ACARYON's existing expertise, and
- incorporating all relevant know-how gained during the term of the Agreement,

while exercising its best efforts.

(2) ACARYON owes only the proper performance of the Services, not the achievement of any specific scientific or technical success.

ACARYON warrants only that the Results described in the final report reflect the outcomes obtained during the performance of the Services according to the latest scientific knowledge.

Except as expressly stated, ACARYON provides no warranty, in particular not for:

- the achievement of any specified research or project objective,
- suitability of the Results for a particular commercial, scientific, or regulatory purpose, or
- suitability of the Results for further processing, development, or use by the Customer.

Part 1 § 7 (Liability) applies accordingly.

(3) In deviation from § 195 BGB, the limitation period for claims relating to the Services is **one (1) year** from the commencement of the statutory limitation period (§ 199 BGB).

Claims under the Product Liability Act (ProdHaftG) and claims covered by Part 1 § 7(2)–(3) remain unaffected.

(4) ACARYON does not warrant that the Services or the Customer's use of the Results will not infringe third-party intellectual property rights.

Part 1 § 8 (Indemnification) applies accordingly.

§ 4 — Contract Term and Termination

(1) Unless the Service Agreement expressly specifies a fixed term or provides otherwise, the Agreement has a term of six (6) months from the date of contract conclusion.

If neither party terminates the Agreement with three (3) months' written notice prior to expiry, the Agreement shall automatically renew for successive periods of six (6) months.

(2) Each party retains the statutory right to terminate the Agreement for good cause with immediate effect.

PART 3 – SPECIAL CONDITIONS FOR WORKS

§ 1 — Scope

(1) These Special Conditions for Works ("Work Conditions") apply in addition to the General Terms and Conditions (Part 1) insofar as ACARYON expressly undertakes to produce a defined result ("Work") within the meaning of §§ 631 et seq. BGB.

A Work exists in particular where ACARYON commits to deliver a biological strain, construct, material, or dataset with clearly specified, verifiable functional characteristics, such as a defined level of metabolite production under the conditions validated by ACARYON.

(2) In the event of a conflict between these Work Conditions and the General Terms and Conditions (Part 1), these Work Conditions prevail to the extent necessary to resolve such conflict.

§ 2 — Acceptance and Transfer of Risk

(1) The Customer shall inspect and test the Work without undue delay after delivery. The risk of accidental loss or deterioration transfers to the Customer upon acceptance of the Work.

(2) If the Customer does not accept the Work despite its conformity with the contractually agreed specifications, ACARYON may set a reasonable deadline for acceptance. If the Customer does not accept the Work within such deadline, the Work is deemed accepted. If the Customer uses, manipulates, cultivates, or transfers the Work to third parties, such use constitutes acceptance.

(3) Statutory provisions on acceptance (§ 640 BGB) apply accordingly. Part 2 (Services) does not apply to Works.

(4) If completion of the Work is delayed for reasons attributable to ACARYON, the Customer may withdraw from the contract only if:

- ACARYON is responsible for the delay, and
- the Customer has granted ACARYON a reasonable grace period which expired unsuccessfully.

(5) Works require formal acceptance (§§ 640 ff. BGB). Services do not require acceptance.

§ 3 — Quality, Functionality, and Customer Rights in Case of Defects

(1) Scope of ACARYON's Warranty for Work Results

ACARYON shall provide the Work:

- using commercially reasonable efforts,
- in accordance with the latest scientific and technical knowledge,
- employing qualified personnel, and
- in compliance with recognized laboratory and quality standards.

ACARYON warrants that, at the time of acceptance, the Work meets the functional characteristics expressly agreed in the contract, which may include defined strain traits such as metabolite production, growth behavior, or genetic features as measured and validated under the test conditions used by ACARYON.

(2) Explicit Limitation of Functional Guarantee

Unless expressly agreed in writing, ACARYON does not warrant that the Work:

- will perform under conditions other than the validated laboratory conditions,
- will function in industrial, regulatory, clinical, or environmental settings,
- will be suitable for any particular downstream process, formulation, application, or commercialization,
- will remain stable, viable, or functional over time or under storage, transportation, or cultivation conditions applied by the Customer or third parties.

These limitations are essential to ACARYON's risk allocation and are expressly accepted by the Customer.

(3) Exclusions

No warranty is provided for defects resulting from:

- improper use, handling, storage, or cultivation of the strain or material by the Customer or third parties,
- modifications, passaging, or genetic alterations introduced by the Customer,
- testing conditions deviating from ACARYON's validated test workflow,
- contamination, cross-contamination, or environmental exposure at the Customer's facilities.

(4) Public Statements and Documentation

Public statements, advertising materials, general descriptions, or third-party publications do not constitute quality agreements. Unless expressly confirmed in writing, data sheets, draft protocols, and technical descriptions are non-binding.

(5) Defect Notification and Rights

The Customer must notify ACARYON in writing of any alleged defect immediately after discovery. Unconditional acceptance excludes claims for defects that were apparent at the time of acceptance.

For valid defect claims, ACARYON may choose between:

- rectification (repair or re-development), or
- replacement delivery of the Work.

Further rights are subject to Part 1 § 7 (Liability) and the statutory provisions of §§ 634 et seq. BGB.

§ 4 — Limitation Period

(1) Statutory limitation periods apply unless otherwise provided in this Part.

(2) In deviation from § 634a(1) BGB, claims for material or legal defects expire one (1) year after acceptance of the Work.

(3) Statutory limitation periods remain unaffected in cases of:

- fraudulent concealment (§ 634a(3) BGB),
- liability under the Product Liability Act (ProdHaftG), and
- claims governed by Part 1 § 7(2)–(3) (liability for personal injury, essential contractual duties, etc.).