GENERAL TERMS AND CONDITIONS

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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 after conclusion of the contract shall be made at least in text form (e.g. email), unless a stricter form is required by applicable law.

(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.

§ 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) Except for Results and other deliverables governed by §§ 8 and 11, ACARYON retains all ownership and intellectual property rights in documents provided to the Customer that contain or describe ACARYON Background IP, including service descriptions, general work plans, platform descriptions and technical specifications.

§ 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 agreed scope requested by the Customer shall extend the applicable deadlines only to the extent reasonably required as a result of such change. ACARYON shall inform the Customer without undue delay of any material impact on the project timeline.

(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 reasonable control (force majeure), including war, natural disasters, strikes, pandemics, energy shortages, regulatory actions, supply-chain disruptions, or delays of essential suppliers that were unforeseeable and could not reasonably have been avoided or mitigated by ACARYON, ACARYON shall inform the Customer without undue delay and provide a new estimated deadline. Deadlines shall be 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) The occurrence of delay shall be governed by the applicable statutory provisions.

§ 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 thirty (30) days of the invoice date without deduction, unless otherwise stated in the quotation. Default shall be governed by the applicable statutory provisions.
(4) ACARYON may require reasonable advance or milestone payments where specified in the quotation. Non-payment of a due advance or milestone payment entitles ACARYON to suspend performance until payment is received.
(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, the applicable statutory provisions shall apply.

§ 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 § 7 (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 third-party claims, losses, damages, liabilities, and reasonable expenses to the extent such claims result from:

- (a) an unlawful or unauthorized use of the Results by the Customer;
- (b) a breach by the Customer of its obligations under the Agreement; or
- (c) infringement of third-party rights caused by Customer Materials or specifications supplied by the Customer,

except to the extent that the claim was caused or contributed to by ACARYON's breach of contract, negligence, gross negligence, or intentional misconduct.
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 Background IP is necessarily and inseparably incorporated into a Result and is required for the Customer to use or exploit that Result, ACARYON grants the Customer a non-exclusive, worldwide, perpetual, irrevocable, and royalty-free license to such Background IP solely to the extent necessary to use and exploit the Result. This license does not include any right to extract, reverse-engineer, reproduce, or independently commercialize ACARYON Background IP.
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 generated specifically in the performance of the commissioned work, including project-specific data, raw data, analyses, reports, documents, findings, materials, and deliverables ("Foreground IP"), shall belong exclusively to the Customer upon full payment of the agreed remuneration, subject to ACARYON Background IP.
To the extent that intellectual property rights in the Foreground IP are legally transferable, ACARYON hereby assigns such rights to the Customer upon full payment. To the extent such rights are not legally transferable, ACARYON grants the Customer an exclusive, worldwide, perpetual, irrevocable,

transferable, and sublicensable right of use to the extent required for the unrestricted use and exploitation of the Results. ACARYON may retain copies solely for statutory, regulatory, quality-management, and documentation purposes, subject to the confidentiality obligations of these GTC.

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

All methods, platforms, technologies, processes, know-how, software, materials, and intellectual property owned or controlled by ACARYON prior to the project or developed independently of the commissioned work shall remain the exclusive property of ACARYON ("ACARYON Background IP").

Any know-how, findings, improvements, optimizations, or further developments relating to ACARYON Background IP that arise in the course of the project independently of the Customer's Confidential Information, Customer Materials, and Customer-specific Results shall remain the exclusive property of ACARYON.

For the avoidance of doubt, any project-specific Result, invention, finding, or development arising directly from the commissioned work and based on or incorporating Customer Materials or Customer Confidential Information shall constitute Foreground IP in accordance with § 8(3), provided that generally applicable improvements, optimizations or further developments of ACARYON Background IP that do not incorporate or disclose Customer Confidential Information or Customer-specific Results shall remain ACARYON Background IP.

(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 § 9.

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 shall continue for seven (7) years after the end of the contractual relationship. With respect to information qualifying as a trade secret under applicable law, the confidentiality obligations shall continue for as long as such information remains a trade secret.

(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 § 9 of these GTC, protecting Customer information, data, materials, and Results.
(3) To the extent reasonably practicable and compatible with applicable legal, biosafety, technical, and quality requirements, ACARYON shall provide samples, materials, data, and related information to subcontractors in coded or blinded form. Subcontractors shall not be informed of the identity of the Customer, the commercial or scientific purpose of the study, or the allocation or classification of individual samples as test, control, reference, comparator, or otherwise, unless such information is strictly necessary for the proper performance of the subcontracted work. Any information disclosed to a subcontractor shall be limited to the minimum information reasonably necessary for the performance of its assigned tasks.
(4) ACARYON shall ensure that all intellectual property generated by subcontractors is transferred or licensed to ACARYON to the extent necessary for ACARYON to fulfill its obligations toward the Customer under §§ 8 and 11.
(5) 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 and intellectual property rights relating to Results shall be governed by § 8(3).
Subject to full payment, the Results are for the exclusive benefit of the Customer, subject to ACARYON Background IP as defined in § 8.
(2) Use of Results by the Customer
The Customer may freely use, reproduce, modify, exploit, commercialize, publish, disclose, or otherwise use the Results for any lawful purpose and at its own discretion.
ACARYON shall not be responsible for any use of the Results outside the scope for which the Services were performed, or for any unlawful, misleading, or otherwise inappropriate use of the Results by the Customer or third parties acting under the Customer's authority. This does not limit ACARYON's responsibility for the proper performance of the commissioned Services or Works.
(3) Restrictions on Disclosure by ACARYON
ACARYON shall not publish, disclose, communicate, or otherwise make available any non-public Results or information relating to the project to third parties without the Customer's prior written consent. This restriction 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 exclusively for performance of the commissioned work and shall not be transferred or used for any other project or purpose without the Customer's prior written consent.

(b) Storage and Return
Following completion of the commissioned work, Customer Materials shall, in accordance with the Customer's written instructions, be returned to the Customer or destroyed, unless continued retention is required by applicable law, regulatory requirements, or an expressly agreed retention arrangement. If the Customer does not provide instructions within fourteen (14) days following ACARYON's written request, ACARYON may destroy the remaining Customer Materials. Return or destruction shall be at the Customer's expense unless otherwise agreed.
(c) Retention Samples
Where legally required or agreed in writing, ACARYON shall take and store retention samples for the required or agreed period. Retention samples remain subject to the confidentiality obligations of § 9.
(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 respective roles of the Parties under applicable data protection law shall be determined based on the nature of the relevant processing activity. Where the Parties each determine the purposes and means of their respective processing, they shall act as independent controllers. Where ACARYON processes personal data on behalf of the Customer within the meaning of Art. 28 GDPR, the Parties shall conclude an appropriate DPA before such processing commences.

(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 where ACARYON has reasonable grounds to suspect unlawful use, material regulatory non-compliance, or an applicable export-control restriction. ACARYON shall inform the Customer without undue delay, to the extent legally permitted, and shall limit any suspension to the extent reasonably necessary to address the relevant concern.

§ 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

§ 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.
The Customer may notify ACARYON in text form (e.g., email) of factual, technical, or editorial errors in the final report within thirty (30) days of receipt. ACARYON shall correct errors attributable to its performance without additional charge.

Requests for additional analyses, interpretations, or modifications outside the agreed project scope shall constitute additional Services and may be subject to a separate quotation.
Failure to comment on the final report within this period does not constitute a waiver of rights relating to defects or errors that could not reasonably have been identified during the review period.
(2) Any publication, disclosure, or other dissemination of the Results by ACARYON, including excerpts thereof, requires the Customer's prior written consent in accordance with Part 1 § 11(3).

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

(1) ACARYON shall perform the commissioned Services with due professional care, using appropriately qualified personnel and in accordance with the agreed study protocol and generally accepted scientific and technical standards applicable at the time the Services are performed.
(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 accurately reflect the outcomes obtained during the performance of the Services in accordance with paragraph (1).
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 § 6 (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 § 6(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 § 7 (Indemnification) applies accordingly.

§ 4 — Contract Term and Termination

(1) Unless otherwise expressly agreed, the Agreement commences upon conclusion of the respective order and ends upon completion of the commissioned Services and fulfillment of the Parties' outstanding contractual obligations.
Automatic renewal shall apply only where expressly agreed in writing for recurring or continuing Services.
(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.
Use of the Work beyond what is reasonably necessary for inspection, testing, or evaluation, including commercial use or transfer to third parties for purposes other than evaluation, shall constitute 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 are subject to acceptance under §§ 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:

- 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 § 6 (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 § 6(2)–(3) (liability for personal injury, essential contractual duties, etc.).