

## GENERAL TERMS AND CONDITIONS

### A. GENERAL PROVISIONS

#### 1. Object, Validity and Contract Term

1.1 These General Terms and Conditions regulate the conclusion, content and execution of contracts, namely for works, sale, services and software licensing.

1.2 REGENHU refers to these General Terms and Conditions in its offers and order confirmations. The customer acknowledges that these General Terms and Conditions will apply at the latest upon acceptance of an order by REGENHU.

#### 2. Definitions

**Contract:** refers to all documents forming part of the agreement between REGENHU and the customer (i.e. the main document and all related elements such as these General Terms and Conditions and other appendices).

**Contract Document:** refers to the main document of the agreement between REGENHU and the customer, usually the order confirmation (i.e. without further associated components such as the General Terms and Conditions and other appendices).

**Instrument:** REGENHU base instruments and/or any hardware-related tools, options and accessories.

**Instrument Software:** Software which is installed on the base instrument or with dedicated computer device and/or hardware-related tools, options, accessories and for which a license is granted to the licensee, limited to the use with the Instrument.

**SHAPER Software:** REGENHU planning software and its extensions for 2D/3D design and biofabrication process management, licensed based on an annual subscription, limited to the use with REGENHU Instruments.

**Software:** Instrument Software and/ or SHAPER Software.

**Patch or Bug Fix:** A minor change to Software, usually to fix a bug or security problem in the Software in question.

**Product:** Instrument and/or Software or works/work results.

**Update:** A new version of Software or an additional packet (Patch, bug fix, hotfix) to Software. Updates include new functions, bug fixes and/or improved performance.

**Upgrade:** A new version of Software which, unlike an Update, contains a substantial enhancement of functionality and/or a fundamental technical improvement.

**Incident:** A disturbance that restricts or impairs the contractually agreed usability or availability of Software. This includes disturbances caused by third parties, in particular through interaction with hardware or other Software.

#### 3. Contract Elements and Order of Priority

3.1 In the event of contradictions between the conditions in the various elements of the Contract, the Contract Document shall take precedence over the conditions in these General Terms and Conditions. These General Terms and Conditions take precedence over the offer and the offer takes precedence over the specifications.

#### 4. Offer, Acceptance, Conclusion of Contract

4.1 Offers from REGENHU are non-binding and subject to confirmation. Declarations of acceptance by the customer only lead to an agreement with REGENHU if REGENHU confirms this in writing (by post or electronic means).

4.2 A confirmation of receipt does not of itself constitute a binding acceptance of the order. An agreement arises only with express order confirmation by REGENHU (by post or electronic means) or in the absence of order confirmation by execution of the order.

#### 5. Products and Services, Delivery, Performance

5.1 The type, scope and characteristics of the Products and services as well as the delivery schedule shall be specified in the Contract Document. The Contract Document may refer to further documents.

5.2 Unless otherwise agreed, making the Products available for collection at the seat of REGENHU is deemed to be delivery (EXW – INCO-TERMS 2010). REGENHU will advise the Customer in writing of the availability of the Product.

5.3 If the Customer fails to pick up the Product within 15 days from the date of the notice given pursuant to art. A.5.2, the Customer will be charged for the costs of warehousing.

5.4 REGENHU fulfils the agreed performance by delivery of the Product or the work result and/or performance of the agreed services.

5.5 Services will be provided either at a REGENHU office or at the customer's premises, at REGENHU's option.

5.6 REGENHU is entitled to engage third parties to perform the contract on its behalf.

#### 6. Transfer of Risk and Retention of Title and Ownership

6.1 Risk transfers to the customer at the time of delivery pursuant to art. A.5.2. The customer is responsible for transport of the Product.

6.2 Against additional payment REGENHU may assist the customer in organizing the transport of the Product. Any assistance by REGENHU in organizing the transport of the Product does not affect the transfer of risk to the customer as per sec. 6.1.

6.3 Ownership of the Products, work and results generated by REGENHU remains with REGENHU until complete payment to REGENHU of the agreed remuneration. REGENHU reserves the right to register retention of title with the competent authority. The customer is obliged to cooperate in measures to protect the property of REGENHU.

6.4 Until the complete payment of the total price, the customer may neither transfer the work, results or Products to third parties nor dispose of them in any other way, nor pledge them. The customer will maintain the Products in good order at his own expense and will insure them against theft, defects, fire, water and other risks on behalf of REGENHU. Moreover, the customer will take all measures to protect REGENHU's right of ownership from any impairment or cancellation.

6.5 In the event of failure to pay the agreed price or part thereof, REGENHU shall be entitled to demand the restitution of the Product already in the customer's possession.

#### 7. Customer Duty of Information

7.1 The customer must inform REGENHU in due time of any special technical requirements as well as the legal, governmental and other regulations at the place of destination, as far as they are relevant for the execution and use of the Products or services. The customer is responsible for compliance with domestic and foreign export regulations.

#### 8. Customer Duty to Cooperate

8.2 REGENHU can only perform its obligations and render its services if the customer takes the necessary measures, and in particular, depending on the agreed services:

- a) provides the necessary space, tools and connections, where necessary in air-conditioned rooms, for installation of the Products (in particular the Instruments), according to the specifications of REGENHU;
- b) designates a competent employee who is available to the maintenance or support personnel of REGENHU;
- c) uses the Instruments with due care and in accordance with the instructions of REGENHU, does not make above-average use of the Instruments, meets the requirements for the Instrument environment and carries out the usual cleaning work;
- d) grants REGENHU free access to the Instruments, data carriers and documentation and makes the necessary facilities available to REGENHU;
- e) provides the necessary communication systems so that REGENHU can carry out the necessary investigations and, if necessary, intervene in the system directly (remotely), for example by installing a modem and the necessary communication software;
- f) provides space suitable for the storage of tools, material and spare parts for maintenance work;
- g) informs REGENHU of any kind of regulations and standards applicable in the customer's country (outside of Switzerland);
- h) produces the required administrative and technical documentation of the required commercial / administrative permits.

8.3 Failure of the customer in meeting his obligations may have an effect on the price, delivery schedule and scope of performance.

## 9. Instruction of Personnel and Installation

9.1 REGENHU may assume responsibility for the instruction of the customer's personnel and installation of the Products against separate payment unless otherwise agreed in the Contract.

## 10. Remuneration

10.1 REGENHU provides performance at a fixed price or on the basis of services rendered and costs incurred as agreed in the Contract Document.

10.2 VAT and any other charges are not included in the prices quoted. The Customer must defray the costs for customs duties, fees and taxes of any kind and charges of any kind owed outside of the country of Production.

10.3 Unless otherwise agreed in the Contract Document, all costs relating to letters of credit, bank guarantees, collection, presentation of documents, stamps on letters of exchange and other similar charges shall be borne by the Customer.

10.4 Charges for recurring services and licenses will be invoiced by REGENHU in advance. Payment for one-time services is due after the service has been rendered, subject to any contractually agreed payment plan.

10.5 For work results and purchases the following conditions apply:

- 50% of the price is due in advance and will be invoiced with the order confirmation.
- the remaining 50% will be invoiced after Product delivery according to art. A.5.2.

10.6 In the event of partial delivery, partial payments will be required consistent with the portion of Product delivered.

10.7 REGENHU may invoice additional costs in addition to the agreed remuneration. Additional costs may be in particular but not limited to:

- a) costs for services outside the defined scope of services;
- b) costs for the analysis and elimination of malfunctions that are not attributable to defective performance by REGENHU (in particular in case of incorrect operation by the customer, incorrect manipulations, unauthorized interventions, influence of third-party Products, errors in data material provided by the customer or by third parties, changes to data sets);
- c) costs for the analysis and elimination of disturbances due to physical interference or force majeure (in particular damage by the customer or third parties, power failure, voltage surge, lightning, unusual physical, chemical or electrical loads);
- d) costs due to breach of the customer's duty to cooperate;
- e) costs due to virus attacks.

10.8 REGENHU claims due remuneration by issuing an invoice. Value added tax is shown separately on the invoice. REGENHU's invoice shall be deemed accepted unless the customer objects in writing within 5 days of receipt. Invoices must be paid within 30 days of receipt. Failing timely payment, the customer is automatically in default. A reminder of the due date for payment is not required.

10.9 In case of default of the customer, REGENHU is entitled to a monthly default interest of 1%, as from the agreed due date, without further reminder. Additionally, REGENHU is entitled to claim the statutory remedies for default. In the case of a continuing obligation or a fixed-term contract, REGENHU also has the right to terminate the contract without notice.

## 11. Changes to Scope of Performance

11.1 Either contracting party may apply in writing for changes to the agreed performance scope. REGENHU reserves the right to either accept or turn down the customer's request upon checking out the feasibility of such changes and/or additions.

11.2 If effects on costs or deadlines are to be expected, REGENHU shall make an offer for the changes in the scope of performance within a time frame to be agreed between the contracting parties.

11.3 Any agreed change in the scope of performance and resultant adjustments of remuneration, dates and other points in the Contract shall be recorded in writing in a supplement to the Contract Document.

## 12. Default

12.1 Unless expressly agreed otherwise, dates given by REGENHU for delivery, installation and commissioning are not binding deadlines.

12.2 If the parties expressly agree on a date and REGENHU does not meet this date due to its own fault, the customer must set a reasonable grace period of at least 60 days in writing to REGENHU. If this grace period deadline is not met, the customer may at its discretion:

- a) insist on performance by REGENHU, or
- b) waive performance by REGENHU and cancel the Contract in whole or in part retroactively from the date of conclusion of the Contract, under reversal of the mutual services previously provided and affected by the cancellation. In the case of a Contract with continuing obligations, the retroactive cancellation of the Contract shall be replaced by a right of extraordinary termination of the Contract with immediate effect.

12.3 The customer is not permitted to carry out or have carried out substitute performance at the expense of REGENHU.

12.4 If the customer unjustifiably refuses to accept properly offered performance of REGENHU or to perform the preparatory actions required of the customer, the customer shall automatically be in default. A reminder and the granting of a grace period by REGENHU are not necessary. The statutory remedies for default are available to REGENHU with immediate effect.

12.5 Any agreed delivery schedule between the parties will extend accordingly if adverse circumstances occur which cannot be avoided by REGENHU despite reasonable care, irrespective of whether such circumstances occur on the part of himself, of the Customer or of a third party, e.g. such circumstances may be epidemics, pandemics, mobilization, war, riots, substantial equipment failures, accidents, labour conflicts, delayed or defective delivery of the needed raw materials, semi-finished or finished Products, official measures or omissions, Acts of Gods, and the prohibition of export, re-export, import, re-import or transit or an embargo imposed by political authority.

12.6 REGENHU's liability for any damage due to a delay for which it is responsible is governed by sec. A.15.

### **13. Commissioning and Acceptance**

13.1 A formal procedure of acceptance shall only take place if this is expressly provided for in the Contract. Where no acceptance test is agreed upon in the Contract, the Product shall be deemed accepted and the customer is directly referred to the warranty provisions according to sec. A. 14 below.

13.2 If the parties have agreed on an acceptance test in the Contract, REGENHU and the customer will check at the customer's premises the proper execution of the assembly and of the start-up of the Product. Upon completion of the inspection, both parties will sign a site acceptance certificate that will be deemed to constitute the final acceptance of the Product.

13.3 The customer is responsible for ensuring that all administrative and technical requirements are met for the performance of the acceptance test on the agreed test date. If the acceptance test does not take place at the agreed date for reasons attributable to the customer, the work shall be deemed accepted.

13.4 A refusal of acceptance is only possible if the Product has one or more defects which do not allow a technically reasonable use or make such use considerably more difficult. In such cases, the customer must set REGENHU a reasonable grace period for the repair or replacement of the Product (at the discretion of REGENHU).

13.5 If all essential functions of the Instrument are given, but an insignificant partial function is missing or defective, acceptance shall in any case take place. The warranty provisions in accordance with sec. A.14 of these General Terms and Conditions shall apply.

13.6 Products shall in any case be deemed accepted if the customer commences use of them.

### **14. Warranty**

14.1 REGENHU warrants that the Products under the Contract will have the characteristics agreed and warranted in the Contract.

14.2 The customer shall review the Products immediately and shall notify REGENHU in writing of any defects upon detection.

14.3 In the event of defects, REGENHU at its own discretion can either repair or replace the Product and/or its defective components within a reasonable period of time. REGENHU reserves the right to propose a monetary compensation instead of repair or replacement.

14.4 The warranty period shall be twenty-four (24) months from delivery of the Product. The replacement or the repair

of part(s) does not extend the original warranty period of the Product.

14.5 The costs for checking defects and installing spare parts shall be borne by REGENHU if it is found that the defect is attributable to REGENHU. If no defect attributable to REGENHU is found, the costs for checking shall be borne solely by the Customer.

14.6 The customer is responsible for the transport costs and proof of delivery for returns of defective Products to REGENHU.

14.7 All other warranty claims of the customer are excluded. In particular, REGENHU does not assume any warranty if the Products do not conform with the specifications of the Contract as a result of, in particular, normal wear and tear, improper use by the customer or third parties, use of spare parts or material not belonging to REGENHU, maintenance or repair by customer or third parties, natural disasters or accidents. Furthermore, REGENHU does not assume any warranty for Products that have been modified and/or disassembled by the customer.

14.8 REGENHU does not assume any warranty for components or services of third parties. In this regard, the customer is referred to the warranty provisions of the respective third party provider.

### **15. Exclusion of Liability**

15.1 Any warranty claims and remedies of the customer for defects are expressly and exhaustively regulated by sec. A.14 above.

15.2 REGENHU shall not be liable for any indirect or consequential damage or loss of any nature whatsoever, whether arising in contract (including delay), tort (including negligence whether active or passive), warranty, strict liability or otherwise. In particular, REGENHU's liability is explicitly excluded for any loss of profit, loss of revenues, loss of anticipated savings, loss of use, loss of production, costs of capital or costs connected with interruption of operation.

### **16. Warranty Extensions**

16.1 REGENHU may provide the option to purchase a warranty extension. Unless otherwise agreed in the Contract the warranty extension only affects the warranty period. The scope of the extended warranty is subject to sec. A.14.

### **17. Instrument Maintenance**

17.1 REGENHU may offer Instrument maintenance services against additional payment.

17.2 Unless otherwise agreed in the Contract, the scope of the Instrument maintenance services is limited to an annual visit, where the Instruments are being cleaned, calibrated and worn parts are being repaired or replaced at REGENHU's discretion.

### **18. Drawings, technical documentation**

18.1 REGENHU's drawings, technical documentation, illustrations, videos, indications of weights and measurements shall be purely indicative unless specifically defined as being an integral part of the contract.

18.2 REGENHU may hand over plans and documents of the customer to its subcontractors confidentially and as a loan to enable them to execute the work assigned by REGENHU for the fulfilment of the customer's order.

18.3 The customer shall not transfer any information, such as data photos, documents, videos, files or drawings to third parties which would enable them to copy parts, sub-assemblies, modules etc. of REGENHU's Products. If there could be such a risk, the customer will not allow any third parties to see the Product.

18.4 The customer may use the know-how and documentation provided to him for the purpose for which

they were made available to him, but must not disclose or make them available to others, nor copy or reproduce them.

## 19. Intellectual Property Rights

19.1 Any intellectual property rights related to the Products and/or work results achieved during the course of design, construction, assembly and/or maintenance of REGENHU's Products or services, even when done with the assistance of means, tools, drawings or designs provided by the customer, are exclusively owned by REGENHU.

19.2 The customer is not entitled to use and/or cause others to use trademarks, patents, trade names or other distinctive signs of REGENHU and undertakes not to register or have registered any trademarks, patents, trade names or other distinctive signs in conflict with REGENHU's respective rights.

19.3 The customer is not entitled to remove or modify any proprietary signs or notices, including any copyright or trademark signs / notices on or in the Products or the documentation.

19.4 The customer is not entitled to disassemble, reverse engineer or analyze the Products.

19.5 Any drawing, information and technical documentation relating to the Products or services supplied by REGENHU is and remains REGENHU's intellectual property and must not be duplicated and/or copied, without the written consent of REGENHU.

## 20. Confidentiality

The contracting parties shall treat as confidential all facts and information that are neither generally known nor generally accessible. In case of doubt, facts and information shall be treated as confidential. The contracting parties undertake to take all economically reasonable and technically and organisationally possible precautions to ensure that confidential facts and information are effectively protected against access by and disclosure to unauthorised persons. The confidentiality obligations continue after the termination of the Contract for as long as the relevant information is still confidential.

## 21. Data Protection and Data Security

21.1 The contracting parties undertake to comply with the provisions of the relevant data protection legislation. They undertake to take all economically reasonable as well as technically and organisationally possible precautions to ensure that the personal data processed within the framework of the execution of the Contract is effectively protected against unauthorised access by third parties.

21.2 Personal data may only be processed for the purpose and to the extent necessary for the fulfilment and execution of the Contract. To this extent and for this purpose, personal data may also be passed on to an entity affiliated with one of the contracting parties in Switzerland or abroad, provided that the requirements of the applicable data protection law are met.

## 22. Extraordinary Termination of the Contract

22.1 Extraordinary termination of the contractual relationship is only possible for the following reasons:

- In case of default in payment or breach of the Contract by the customer, in particular due to non-compliance with the rights of use (sec. B), REGENHU may terminate the Contract at any time without notice.
- If the customer raises a timely objection to an amendment to the present General Terms and Conditions by REGENHU, REGENHU may terminate the Contract within a period of 3 months from receipt of the objection.
- If REGENHU discontinues performance or if REGENHU can no longer make performance because the performance can no longer be

obtained from a third party provider, the provisions on changes to the scope of performance pursuant to sec. A.11 shall apply. If the contractual parties cannot agree on the changes to the scope of performance, each contractual party has the right to terminate the contractual relationship with a notice period of 1 month from the date of failure of the negotiations.

22.2 If for any reason the customer terminates the Contract or individual licenses, leases or services prior to expiry of the agreed contractual period, all costs for the agreed contractual period up to the next possible ordinary termination date shall become due for payment immediately. The same applies if REGENHU terminates the Contract due to payment default or breach of the Contract by the customer. In the case of advance payments, no refunds will be made to the customer.

## B. SPECIAL PROVISIONS FOR SOFTWARE LICENSE

The following provisions complement the general provisions in sec. A of this General Terms and Conditions and govern the manner and scope of the right to use the licensed Software unless otherwise agreed in the Contract Document:

### 23. Instrument Software License

#### 23.1 Scope of the License

23.1.1 In return for payment of the purchase price for the Instrument, REGENHU grants to the customer the non-exclusive, non-sublicensable right to use the Instrument Software pre-installed on the Instrument purchased by the customer.

23.1.2 The right to use the Instrument Software is limited and tied to the purchased REGENHU Instrument. The use of the Instrument Software for other purposes is prohibited.

23.1.3 In particular, the following uses of the Software are not permitted:

- the use on a system other than the customer's system, or on more workstations than specified at the time of purchase of the license;
- the removal or modification of any proprietary notices, including any copyright or trademark notices in the Software, on any media containing the Software or in the Documentation;
- the transfer, making available or disclosure to third parties, whether in return for payment or free of charge;
- making copies of the Software;
- the lease, lending, assignment, transfer or sale of the Software to third parties;
- the translation, development, modification or extension of the Software;
- the decompilation or decoding of the Software;
- the retrieval of the source code from the object code.

23.1.4 All other rights, in particular ownership and copyright, remain with REGENHU.

23.1.5 The responsibility for use of the Software and the results achieved with it lies with the customer, who is also solely responsible for all necessary security measures in connection with the protection of the Software against loss, destruction, theft or misuse and for the provision of alternative solutions.



## 23.2 Maintenance and Support

23.2.1 Updates and Patches of the Instrument Software are provided by REGENHU free of charge. REGENHU reserves the rights to provide Upgrades against additional payment.

23.2.2 Any additional maintenance or support is subject to a separate agreement and additional payment.

## 24. SHAPER Software License

### 24.1 Scope of the License

24.1.1 In return for payment of an annual licence fee REGENHU grants to the customer the non-exclusive, non-sublicensable, non-transferable right to use the SHAPER Software.

24.1.2 The number of licenses and the license period is defined in the Contract.

24.1.3 The right to use the SHAPER Software is subject to the limitations set forth in art. B.23.1.2 to B.23.1.4.

24.1.4 The responsibility for use of the Software and the results achieved with it lies with the customer, who is also solely responsible for all necessary security measures in connection with the protection of the Software against loss, destruction, theft or misuse and for the provision of alternative solution.

24.1.5 REGENHU provides access to the SHAPER Software via a USB dongle. The dongle is and remains property of REGENHU and must be returned to REGENHU after termination of the license period.

24.1.6 In case of loss of the dongle, REGENHU reserves the right to provide the customer with another dongle only against reimbursement for the dongle. In case of repeated loss of a dongle, REGENHU reserves the right to provide additional dongles only against the purchase of additional subscriptions.

24.1.7 Unless the parties have agreed on a longer license period in the Contract, the license will automatically end 12 months after activation and the customer's right to use the SHAPER Software will cease unless the license is renewed and paid in advance (art. A.10.4).

24.1.8 REGENHU offers the customer online video tutorials in English (subject to sec. A.18).

24.1.9 After the end of the Contract, the customer shall cease all use of the software and shall return to REGENHU any documentation and other licence material (such as the dongle) provided to it or destroy them at its own expense in accordance with REGENHU's instructions.

### 24.2 Maintenance and Support

24.2.1 The maintenance and support services provided by REGENHU to licensees of the SHAPER Software during the license period are specified in the Contract and covered by the annual subscription. Unless otherwise agreed in the Contract the maintenance and support services for the SHAPER Software encompass the following:

- operation of a hotline for answering support queries;
- determination of the cause of reported incidents;
- remote assistance (E-mail, Phone and remote control only);
- updates, upgrades and bug fixes.

24.2.2 REGENHU provides the agreed maintenance and support services during regular business hours remotely.

24.2.3 The Contract shall specify whether and how inquiries and reports may be transmitted in writing, by telephone or electronically.

24.2.4 Reaction time constitutes the period of time in which REGENHU will start with the analysis and elimination of an Incident, commencing with receipt of the notification. Reaction time depends on the priority assigned to an Incident and is at REGENHU's discretion unless otherwise agreed in the Contract.

24.2.5 The provision of maintenance services may be dependent on the installation of Updates.

### 24.3 Duties of the Customer

The customer undertakes to provide the necessary conditions for the fulfilment of the Contract by REGENHU. These include namely:

- a) use of the most recent program version;
- b) documentation of exceptions and error messages;
- c) provision of the necessary infrastructure and the contact person(s) required to be able to perform the maintenance and / or support services.

## 25. Warranty and Liability

25.1 No warranty of uninterrupted operational capability of the Software is given. No warranty is given for the results achievable with the Software.

25.2 Otherwise, the warranty shall be governed by sec. A 14 and the liability by sec. A 15.

## C FINAL PROVISIONS

### 26. Amendments, Contradictions and Invalidity

26.1 REGENHU reserves the right to amend these General Terms and Conditions at any time. Objectively substantial amendments will take effect for the customer if not objected to by the customer in writing within 30 days of notice of the amendment.

26.2 Changes and additions to the Contract as well as its cancellation must be in written form.

26.3 If individual provisions of the Contract prove to be invalid or unlawful, the validity of the Contract shall not be affected thereby. In this case, the relevant provision shall be replaced by an effective provision that has an economic effect as close to the invalid provision as possible.

### 27. Assignment and Pledge

27.1 REGENHU may pledge or assign any or all claims against the customer.

27.2 REGENHU may transfer the Contract or parts thereof to another entity at any time without the consent of the customer, thereby releasing REGENHU from all liability to the customer. The customer acknowledges that the performance under the Contract does not have to be provided personally by REGENHU.

### 28. Applicable Law and Jurisdiction

The Contract will be governed exclusively by Swiss law. The courts of Fribourg, Switzerland will have exclusive jurisdiction over any disputes arising out of or in connection with the Contract.

### 29. Vienna Sales Convention Excluded from Application

The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) are excluded.

Villaz-St-Pierre, 3<sup>rd</sup> November, 2020