

General Terms and Conditions

for the products orderable through the molliscience.com website, for laboratory examinations and for other services

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1. Details of the Service Provider

Full name of the Service Provider: MolliScience Korlátolt Felelősségű Társaság (private limited liability company, „Kft.”)

Short name: MolliScience Kft.

Registered seat: 2051 Biatorbágy, Március 15. utca 1., Hungary

Company registration number: 13-09-209111

Court of registration: Metropolitan Regional Court of Budapest (Budapest Környéki Törvényszék), Court of Registry

Tax number: 28848491-2-13

Represented by: Dr. Miklós Gyuranecz, Managing Director

Laboratory and correspondence address: 1143 Budapest, Hungária körút 21., Hungary

E-mail: info@molliscience.com

Telephone: +36 30 27 77 305

Website: molliscience.com

Hereinafter: **MolliScience** or the **Service Provider**.

2. Scope of the T&Cs

2.1. These General Terms and Conditions – hereinafter: the **T&Cs** – govern the contracts concluded between MolliScience and the Customer, in particular:

- a. the sale of the products sold in the webshop;
- b. diagnostic and other laboratory examinations;
- c. the receipt and testing of samples;
- d. the sale of sampling and sample-shipment kits;
- e. serological, microbiological and molecular biological tests;
- f. isolation and antimicrobial susceptibility testing;
- g. contract research services;
- h. consultancy;
- i. training and education services;
- j. individual professional assignments;
- k. the delivery, invoicing and other services connected therewith.

2.2. The T&Cs apply to:

- a. orders placed on the molliscience.com website;
- b. examinations initiated through the online test-order form;
- c. orders placed by e-mail or other electronic means;
- d. contracts concluded on the basis of an individual offer, unless the offer or a separate contract provides otherwise.

2.3. An individual written offer, contract, confirmation or other separate agreement between MolliScience and the Customer may deviate from the provisions of the T&Cs. In case of deviation, the following order of precedence applies:

1. the contractual terms individually negotiated and recorded in writing;
2. MolliScience's confirmation of acceptance and invoice;
3. the applicable individual offer;
4. these T&Cs;
5. the applicable legislation.

2.4. By submitting an order, the Customer declares that:

- a. the Customer read the content of the T&Cs before submitting the order;
- b. the Customer accepts the provisions of the T&Cs;
- c. the data provided are true and accurate;
- d. the Customer is entitled to place the order and to act on behalf of the person or organisation he or she represents.
- e.

3. Definitions

3.1. Customer – the natural person, legal entity or other organisation who or which orders products or services from MolliScience.

3.2. Purchaser – the Customer who orders products in MolliScience's webshop.

3.3. Ordering Party – the Customer who orders a laboratory examination, research, consultancy, training or other service.

3.4. Consumer – a natural person acting outside his or her profession, self-employed occupation or business activity. A sole proprietor, a smallholder agricultural producer (*őstermelő*, a Hungarian category of small-scale primary agricultural producer), a veterinarian or any other natural person qualifies as a Consumer only if he or she concludes the contract in question otherwise than in connection with his or her professional, business or economic activity.

3.5. Business Customer – every Customer who does not qualify as a Consumer, in particular:

- a. a legal entity;
- b. a business;
- c. an institution;
- d. a sole proprietor;
- e. a smallholder agricultural producer (*őstermelő*);
- f. a natural person acting within the scope of his or her professional or business activity;
- g. a veterinarian acting within the scope of his or her own professional activity.

3.6. Webshop – the electronic ordering interface operating on the molliscience.com website, through which products may be ordered.

3.7. Product – any goods sold by MolliScience, in particular:

- a. diagnostic kits;
- b. qPCR kits;
- c. reagents;
- d. culture media;
- e. serological tests;
- f. sampling or sample-shipment kits;
- g. laboratory consumables;
- h. other products listed in the Webshop.

3.8. Service – any laboratory, research, consultancy, training or other professional activity performed by MolliScience.

3.9. Sample – the biological, animal-origin or other test material submitted by the Customer for examination, together with any isolate, extract or derivative produced from it.

4. Categories of Customers

4.1. Use of the Webshop. Product orders may be placed in the Webshop exclusively by legal entities. The following may not purchase in the Webshop:

- a. private individuals;
- b. sole proprietors acting in their own capacity as natural persons;
- c. smallholder agricultural producers acting in their own capacity as natural persons;
- d. natural persons qualifying as Consumers.
- e.

4.2. Ordering laboratory and other services. A laboratory examination or other service may be ordered by:

- a. a legal entity;
- b. an institution;
- c. a business;
- d. a sole proprietor;
- e. a smallholder agricultural producer;
- f. a veterinarian;
- g. another professional ordering party;
- h. a private individual.
- i.

4.3. MolliScience is entitled to refuse to fulfil an order placed in the Webshop if it can be established that the order was not placed by a legal entity.

4.4. The person acting on behalf of a legal entity declares that:

- a. he or she is authorised to place orders for or on behalf of the legal entity;
- b. the company data and the tax number of the legal entity have been provided correctly;
- c. the order relates to the professional or economic activity of the legal entity.

5. Language, Form and Preservation of the Contract

5.1. As a rule, the language of the contract is Hungarian or English. The language of the given contract is the language in which:

- a. MolliScience sends the confirmation of acceptance;
- b. the invoice or the individual offer is issued;
- c. the parties reach agreement on the essential terms.

5.2. In the absence of an agreement to the contrary, in case of a discrepancy between the Hungarian-language and the foreign-language text, the Hungarian version prevails.

5.3. A contract concluded by electronic means does not qualify as a paper-based, signed contract. MolliScience preserves in its electronic system, in particular:

- a. the order data;
- b. the confirmations;
- c. the invoice;
- d. the order statuses;
- e. the essential communications concerning the performance of the contract.

5.4. A registered Webshop user may view, in his or her user account, the previous orders made available by the system. The order confirmation and the invoice may also be sent to the Customer by e-mail.

5.5. MolliScience has not subscribed to any code of conduct.

6. Registration and User Account

6.1. Registration is required to place orders in the Webshop. The following must be provided during registration:

- a. an e-mail address;
- b. a password.

6.2. The Customer is obliged to:

- a. provide a real and working e-mail address;
- b. choose a sufficiently secure password;
- c. handle the password as confidential information;
- d. prevent use of the account by unauthorised persons;
- e. immediately record any change in his or her data.

6.3. The Customer is liable for every order and operation performed from his or her account, unless the Customer proves that the unauthorised use of the account occurred for reasons not attributable to him or her and that MolliScience was notified thereof without undue delay.

6.4. MolliScience is entitled to restrict the user account temporarily or to terminate it if:

- a. the Customer provided false data;
- b. the account is used without authorisation;
- c. the use of the account violates any law or the T&Cs;
- d. abuse or an IT-security risk arises;
- e. the Customer repeatedly fails to meet his or her payment obligations.

6.5. Termination of the account does not affect:

- a. contracts already concluded;
- b. payment obligations already outstanding;
- c. data required to be preserved under accounting law or other legislation;
- d. MolliScience's outstanding claims.
- e.

7. Correction of Input Errors

7.1. Before submitting the order, the Customer may:

- a. review the selected products and services;
- b. change the quantity;
- c. delete the contents of the cart;
- d. change the billing and delivery data;
- e. correct the comment;
- f. abort the ordering process.

7.2. The Customer is obliged to check, in particular, before submitting the order:

- a. the name of the product or examination;
- b. the quantity;
- c. the selected currency;
- d. the billing data;
- e. the tax number or EU VAT identification number;

- f. the delivery address;
- g. the e-mail address;
- h. the test-submission data;
- i. the number of samples and their identifiers.

7.3. An error detected after the order has been submitted must be reported by the Customer without undue delay at info@molliscience.com.

7.4. MolliScience is not liable for delays, additional costs, incorrect invoicing, failed delivery, erroneous identification of a test, or customs or tax consequences arising from data provided incorrectly or incompletely by the Customer, insofar as MolliScience could not have recognised the error even with the checks that could reasonably have been expected in the given situation.

8. Webshop Ordering Process and Formation of the Contract

8.1. In the Webshop, the Customer:

- a. logs into his or her user account;
- b. selects the product and the quantity;
- c. selects the HUF or the EUR price list;
- d. enters or selects the delivery and billing data;
- e. reviews the content of the order;
- f. reads and accepts the T&Cs;
- g. submits the order.

8.2. Submission of the order constitutes an offer to conclude a contract on the part of the Customer.

8.3. The system may send an automatic e-mail confirming receipt of the order. The automatic „order received“, „we have received your order“ or similar message:

- a. confirms only the technical receipt of the order;
- b. does not signify acceptance of the order;
- c. does not create a contract;
- d. does not oblige MolliScience to fulfil the order.

8.4. MolliScience checks, in particular:

- a. the availability of the product;
- b. the orderable quantity;
- c. the Purchaser's status as a legal entity;
- d. the billing data;
- e. the tax number or EU VAT identification number;
- f. the applicable VAT rules;
- g. deliverability;
- h. export, customs or other restrictions;
- i. the expected delivery fee.

8.5. MolliScience accepts the order by sending the invoice. The contract is formed when the invoice sent by MolliScience, containing the acceptance of the order, becomes accessible at the e-mail address provided by the Customer.

8.6. MolliScience is entitled to reject the order in whole or in part, in particular if:

- a. the product is not available;
- b. the data provided are incomplete or false;
- c. the Purchaser is not a legal entity;

- d. the product cannot be delivered to the specified country;
- e. a legal, regulatory, export-control or sanctions obstacle exists;
- f. the order contains an obvious pricing or system error;
- g. performance cannot be undertaken for professional, safety or economic reasons;
- h. the Customer has overdue debts towards MolliScience.

8.7. If MolliScience can fulfil the order only with modified content, it shall inform the Customer thereof. A contract on the modified terms is formed only with the Customer's acceptance.

9. Ordering a Laboratory Examination and Formation of the Contract

9.1. A laboratory examination may be ordered:

- a. through the online test-order form;
- b. by e-mail;
- c. on a separate order form;
- d. by accepting an individual offer;
- e. in any other manner accepted by MolliScience.

9.2. Submission of the online test-order form constitutes an offer to conclude a contract on the part of the Ordering Party.

9.3. The automatic confirmation or registration identifier sent by the system:

- a. confirms the technical receipt of the order;
- b. serves to link the sample with the order;
- c. does not constitute acceptance of the order;
- d. does not, by itself, create a contract.

9.4. Before accepting the order, MolliScience may check:

- a. the professional feasibility of the requested examination;
- b. the type of sample and its expected suitability;
- c. the required sample quantity;
- d. the fee for the examination;
- e. the expected turnaround time;
- f. the required permits and documents;
- g. the Customer's billing data;
- h. the applicable tax rules.

9.5. MolliScience accepts the test order by registering the incoming sample in its incoming-sample log and assigning it a file number.

9.6. The following conditions must be met cumulatively to start an examination:

- a. receipt of a sample suitable for the examination;
- b. proper identification of the sample;
- c. availability of the data and documents required for the examination;
- d. where required, fulfilment of the regulatory, import, export or other conditions;
- e. registration of the incoming sample and assignment of its file number by MolliScience.

9.7. MolliScience is entitled to refuse the test order if:

- a. the examination cannot be performed on professional grounds;
- b. the sample is unsuitable or hazardous;
- c. the origin or identification of the sample is uncertain;
- d. the Customer fails to provide the required data;

- e. a legal or regulatory obstacle exists;
- f. MolliScience does not have the conditions required to perform the examination;
- g. performance of the order would endanger the safety of any person, animal, the environment or the laboratory.

10. Individual Research, Consultancy and Training Services

10.1. The terms of contract research, consultancy, training and other individual services may be determined by MolliScience in an individual offer or a separate contract.

10.2. The individual offer may include, in particular:

- a. the professional content of the service;
- b. the tasks to be performed;
- c. the performance schedule;
- d. the fee and the currency;
- e. the payment schedule;
- f. the duties of cooperation;
- g. the permitted use of the results;
- h. the terms concerning intellectual property;
- i. the confidentiality rules;
- j. the conditions for discontinuation of the project.

10.3. The provisions of these T&Cs apply to a contract formed by acceptance of an individual offer to the extent that the individual offer or separate contract does not provide otherwise.

11. Prices and Currencies

11.1. The prices listed in the Webshop and in the service price lists are net prices.

11.2. MolliScience may maintain a HUF-based price list and an EUR-based price list separately.

11.3. Prices are determined in HUF for customers with their registered seat in Hungary and in EUR for customers with their registered seat outside Hungary. The HUF and EUR price lists are independent of each other. The price applied, or any conversion rate, in one currency cannot be inferred from the amounts on the other price list.

11.4. After the formation of the contract, the currency may be changed only by the parties' mutual agreement.

11.5. As a rule, the displayed product or service price does not include:

- a. the delivery fee;
- b. the cost of shipping the sample to MolliScience;
- c. a separate packaging charge, where special packaging is required;
- d. customs duties;
- e. import tax;
- f. official fees;
- g. customs-clearance or other intermediary fees;
- h. the bank-transfer charge;
- i. the cost of individual permits or documents,

unless the invoice or the individual offer expressly provides otherwise.

11.6. The delivery fee for products is charged as a separate line item.

11.7. MolliScience reserves the right to modify prices. A price change does not affect a contract already formed, except where:

- a. the Customer modifies the order;
- b. the data underlying the order were incorrect;
- c. the parties agree otherwise in writing;
- d. the tax or other compulsory charge changes due to a change in legislation.
- e.

11.8. In the case of a manifest pricing error – in particular a zero, negative, order-of-magnitude wrong or system-error-derived price – MolliScience is not obliged to conclude a contract at the erroneous price. In such case MolliScience:

- a. informs the Customer of the correct price; and
- b. offers the Customer the opportunity to keep or withdraw the order at the correct price.

12. Value Added Tax, Customs Duties and Other Public Charges

12.1. Value added tax (VAT) is charged or waived in accordance with the legislation in force at the time, taking into account, in particular:

- a. the Customer's country;
- b. the Customer's status;
- c. the Customer's tax number or EU VAT identification number;
- d. the place of supply of the product or service;
- e. the destination country of the product;
- f. whether the supply is within or outside the European Union;
- g. the statutory conditions for VAT exemption.

12.2. For supplies in Hungary, MolliScience charges VAT in accordance with the Hungarian VAT rules in force.

12.3. For a Customer established in another EU Member State, the applicable taxation method may depend, among other things, on whether:

- a. the Customer holds a valid EU VAT identification number;
- b. the product is demonstrably transported to another Member State;
- c. which rule applies to the place of supply of the service;
- d. the conditions for exemption or for the reverse charge mechanism are met.

12.4. For supplies outside the European Union, exemption, export treatment or any other taxation method may be applied only if all the statutory and documentary conditions therefor are met.

12.5. The Customer is obliged to:

- a. provide a true and valid tax number;
- b. substantiate his or her tax status properly;
- c. ensure the validity of the EU VAT identification number;
- d. make available the documents required for an exempt supply;
- e. pay the import tax, customs duty and other charges arising in the destination country, unless the parties agree otherwise.

12.6. If, because of incorrect or incomplete data communicated by the Customer, a subsequent tax, customs, surcharge, fine or other payment obligation arises, the Customer is obliged to reimburse MolliScience for the costs and damage arising therefrom to the extent attributable to the Customer.

12.7. If the invoice cannot be issued without clarifying the taxation conditions, MolliScience may suspend acceptance or fulfilment of the order until the required data are received.

13. Invoicing and Payment

13.1. MolliScience issues an electronic invoice and sends it to the billing e-mail address provided by the Customer.

13.2. The Customer pays for the products ordered in the Webshop in advance or afterwards, while the fee for laboratory examinations is paid by the Customer afterwards. In individual cases, at its own discretion, MolliScience may deviate from this rule.

13.3. The payment deadline of the invoice is 30 days from the date of issue of the invoice, unless the invoice, the individual offer or a separate contract contains a different deadline.

13.4. Payment is made by bank transfer to the bank account stated on the invoice.

13.5. Payment is deemed performed when the full invoice amount is credited to MolliScience's bank account.

13.6. The Customer bears:

- a. the charges levied by the Customer's own bank;
- b. the costs of intermediary banks;
- c. the costs related to foreign-currency transfers;
- d. every bank cost as a result of which MolliScience receives less than the invoiced amount.

13.7. If MolliScience receives less than the invoiced amount, payment is deemed performed only upon crediting of the shortfall.

13.8. In the event of late payment, MolliScience sends a payment reminder granting a supplementary deadline of 10 days.

13.9. If the Customer fails to pay even within the 10-day supplementary deadline, MolliScience is entitled to:

- a. suspend performance;
- b. refuse to fulfil future orders;
- c. withdraw from the contract;
- d. cancel the order;
- e. void or amend the invoice in accordance with the applicable accounting rules;
- f. recover the costs already incurred.

13.10. MolliScience is entitled to claim the default interest prescribed by law and, for Business Customers – where its statutory conditions are met – the flat-rate compensation for costs of recovery (*a Hungarian statutory lump-sum recovery charge under the Civil Code, implementing the EU Late Payment Directive*) and other substantiated recovery costs.

13.11. As a rule, MolliScience starts dispatching the product, or performing the service, only after the full invoice amount has been received.

14. Characteristics and Intended Use of the Products

14.1. The essential characteristics of the product are set out by the product page, the product description, the instructions for use, the label, the safety data sheet or other accompanying document.

14.2. The images displayed in the Webshop may be illustrations. The packaging, label or external appearance may differ without any change in the essential characteristics of the product.

14.3. The Customer is obliged to use the product:

- a. exclusively for the stated purpose;
- b. in accordance with the instructions for use;
- c. with appropriate professional knowledge;
- d. in compliance with the safety requirements;
- e. under the prescribed storage and transport conditions;
- f. in compliance with the applicable legislation.

14.4. The Customer is obliged to take into account, in particular:

- a. the research, diagnostic or other intended purpose of the product;
- b. the restrictions on use;
- c. the storage temperature;
- d. the expiry or use-by period;
- e. the hazard and biosafety requirements;
- f. the authorisation rules applicable in the destination country.

14.5. Where a product is suitable exclusively for:

- a. research use;
- b. professional use;
- c. in vitro diagnostic use;
- d. animal-health or laboratory use,

the Customer may use it for any other purpose only at his or her own risk.

14.6. MolliScience is not liable for the consequences of any use of the product which:

- a. contradicts the instructions for use;
- b. is unprofessional;
- c. results from inadequate storage;
- d. involves an expired product;
- e. violates any law;
- f. deviates from the intended purpose of the product.

15. Product Availability

15.1. Display of a product in the Webshop does not mean that it is kept in continuous stock.

15.2. MolliScience checks the availability of the product before accepting the order.

15.3. If the ordered product is not available, MolliScience:

- a. may reject the order;
- b. may offer later fulfilment;
- c. may offer partial fulfilment;
- d. may offer an alternative product.

MolliScience sends a substitute product only with the Customer's prior acceptance.

16. Delivery Conditions

16.1. Delivery is made to the delivery address specified in the order.

16.2. Shipping is carried out by the delivery service provider engaged by MolliScience.

16.3. Delivery is subject to a separate fee. The delivery fee is shown as a separate line item on the invoice.

16.4. The delivery fee may depend, in particular:

- a. on the destination country;
- b. on the weight and size of the consignment;
- c. on the requested delivery method;
- d. on the storage and temperature requirements of the product;
- e. on the dangerous-goods classification;
- f. on customs clearance;
- g. on fuel and other carrier surcharges.

16.5. MolliScience hands the product over to the delivery service provider after the full invoice amount has been credited. In individual cases, at its own discretion, MolliScience may deviate from this rule.

16.6. Any communicated delivery or transit time is, as a rule, an indicative estimate only, unless MolliScience expressly undertakes a guaranteed deadline.

16.7. MolliScience is not liable for delays caused by the delivery service provider, customs authorities, official inspections, natural events or other circumstances beyond its control, insofar as removal or avoidance of the delay could not reasonably have been expected from MolliScience.

16.8. For international shipments the Customer is obliged to:

- a. verify whether the product may be imported;
- b. obtain the required import permits;
- c. provide the data required for customs clearance;
- d. pay the import duty, tax and related charges, unless the parties agree otherwise;
- e. cooperate with the delivery service provider and the authorities.

16.9. The consignee must ensure that a person authorised to accept the consignment is available at the given address. Where the consignee is a legal entity, delivery is also deemed effected if the consignment is handed over:

- a. at the reception desk;
- b. at the gatehouse;
- c. at the central goods-receiving point;
- d. at the internal mail office;
- e. to any other employee of the institution authorised to accept deliveries.

16.10. The following costs arising because of an incorrect or incomplete address, refusal to accept, or unreachability of the consignee:

- a. re-delivery fee;
- b. storage fee;
- c. return shipment fee;
- d. customs or other charges,

are borne by the Customer if the problem arose within the Customer's sphere of control.

16.11. The passing of risk is governed by the parties' individual agreement; failing such agreement, the Hungarian Civil Code and the applicable rules of carriage govern.

17. Acceptance and Inspection of the Consignment

17.1. The Customer or the consignee is obliged to inspect the consignment upon acceptance, in particular as to:

- a. the integrity of the packaging;
- b. the number of packages;

- c. external damage;
- d. apparent temperature deviation or other obvious irregularity.

17.2. In the event of visible damage or shortfall, the Customer is obliged to:

- a. have a damage report drawn up with the carrier;
- b. take photographs where possible;
- c. preserve the packaging;
- d. notify MolliScience without undue delay.

17.3. Shipping damage that is not immediately recognisable must be reported by the Customer without undue delay after its discovery.

17.4. Late reporting does not automatically extinguish the Customer's statutory rights, but may make it more difficult to prove the origin of the damage and to assert the claim against the carrier.

17.5. The Customer is obliged to preserve the damaged product, its packaging and the related documents until the conclusion of the investigation.

18. Submission of Samples

18.1. The appropriate sample type and quantity, sampling, packaging and transport fundamentally influence the validity of the examination results.

18.2. The Ordering Party is obliged to:

- a. submit a sample appropriate for the purpose of the examination;
- b. identify the sample unambiguously;
- c. package the sample properly and safely;
- d. ensure the required temperature;
- e. enclose the registration identifier or the order form with the sample;
- f. disclose the data on the origin and hazardousness of the sample;
- g. comply with the rules applicable to the transport of goods and of biological material;
- h. provide the required regulatory or customs documents.

18.3. As a rule, the Ordering Party arranges and bears the cost of transporting the sample to MolliScience, unless the parties agree otherwise.

18.4. The Ordering Party bears the risk of the sample being lost, damaged, contaminated, dried out or held at an unsuitable temperature in transit, until the sample arrives at MolliScience's laboratory, unless MolliScience has expressly assumed responsibility for organising and bearing the risk of the shipment.

18.5. The Ordering Party is responsible for ensuring that:

- a. the sample is taken lawfully;
- b. he or she holds the entitlement required to submit the sample;
- c. the information on the origin of the sample is true;
- d. the epidemiological or biological risks related to the sample are disclosed;
- e. submission of the sample does not infringe the rights of any third party.

18.6. MolliScience is entitled to refuse, quarantine or destroy the sample, or to suspend the examination, if the sample:

- a. is packaged in a hazardous or irregular manner;
- b. has leaked or is damaged;

- c. cannot be identified;
- d. is insufficiently documented;
- e. is of insufficient quantity or quality;
- f. is unsuitable for the examination;
- g. poses a hazard on which the Ordering Party failed to provide adequate information;
- h. has arrived in a manner conflicting with any law or regulatory requirement.

18.7. In such case MolliScience notifies the Ordering Party and may request:

- a. submission of a new sample;
- b. supply of the missing data;
- c. acceptance of another test method;
- d. payment of the additional costs incurred.

19. Performance of Laboratory Examinations

19.1. MolliScience performs the examinations in accordance with the applicable test method, professional standards and its own quality-management procedures.

19.2. The turnaround time of an examination may depend, in particular:

- a. on the type of examination;
- b. on the quality of the sample;
- c. on the number of samples;
- d. on the culture or incubation time required;
- e. on confirmatory or supplementary examinations;
- f. on the availability of the required reagents;
- g. on regulatory or biosafety circumstances.

19.3. A communicated examination deadline is, absent an express written undertaking to the contrary, an estimated deadline only.

19.4. If, during the examination, it emerges that:

- a. the sample is unsuitable;
- b. further examination is required;
- c. the result requires confirmation;
- d. the requested method is not professionally appropriate;
- e. the examination involves additional costs,

MolliScience informs the Ordering Party. MolliScience performs an examination involving an additional fee only after approval by the Ordering Party, unless the parties agreed otherwise in advance.

19.5. The test result relates exclusively:

- a. to the sample submitted;
- b. to the point in time of the examination;
- c. to the method applied;
- d. to the information made available.

19.6. A negative test result does not necessarily exclude:

- a. the presence of an infection;
- b. the presence of the pathogen in another sample;
- c. the possibility of a sampling or transport error;
- d. quantities below the limit of detection of the test method.

19.7. MolliScience provides no warranty for any predetermined positive or negative result.

19.8. The test result does not replace the veterinarian's or other professional judgement. The determination of the diagnosis, treatment and disease-control measures is the responsibility of the qualified professional entitled to do so.

19.9. MolliScience delivers the test result through:

- a. the electronic results portal;
- b. a signed report;
- c. a written report;
- d. e-mail;
- e. any other format accepted by the parties.

19.10. The result is sent to the contact person, owner, payer, veterinarian or other authorised recipient designated in the order.

20. Storage and Destruction of Sample Residues

20.1. MolliScience stores the sample and sample residues on the basis of:

- a. the professional requirements of the examination;
- b. the nature of the sample;
- c. the biosafety rules;
- d. the quality-management requirements;
- e. the applicable legislation;
- f. the available storage capacity.

20.2. MolliScience is not obliged to preserve sample residues for an unlimited period.

20.3. If the parties do not agree on a separate preservation period, MolliScience is entitled, upon expiry of the professionally justified storage period, to destroy the sample residues in accordance with the biosafety and waste-management rules.

20.4. If the Ordering Party requests the return, longer storage or onward transfer of the sample or isolate, the:

- a. feasibility;
- b. cost;
- c. method of shipment;
- d. permit conditions

thereof are subject to a separate agreement.

21. Cancellation of Orders

21.1. Webshop orders. The legal-entity Purchaser may cancel a webshop order until the product is handed over to the delivery service provider.

21.2. After dispatch of the product, the legal-entity Purchaser has no general right of withdrawal without stated grounds or of return. This does not affect the rights arising from defective performance.

21.3. Laboratory examinations. The Ordering Party may cancel a laboratory examination without any payment obligation until MolliScience has actually commenced the examination.

21.4. Commencement of the examination includes, in particular:

- a. preparation of the sample;
- b. processing of the sample;
- c. nucleic-acid extraction;

- d. start of culture or incubation;
- e. setup of the test reaction;
- f. engaging an external collaborator;
- g. procurement of a custom reagent or material.

21.5. For the cancellation of individual research, consultancy or training services, the conditions set out in the individual offer or contract prevail.

21.6. Cancellation must be notified in writing, at info@molliscience.com.

21.7. In case of cancellation, MolliScience is entitled to invoice the costs verifiably incurred until cancellation, in particular:

- a. administrative costs;
- b. invoicing or bank charges;
- c. packaging costs;
- d. the cost of any custom product or material procured;
- e. sample-handling and storage costs;
- f. delivery costs;
- g. the fee of an external collaborator;
- h. the proportionate fee for sub-tasks already performed.

21.8. This chapter does not affect the Consumer's statutory rights set out in Chapter 22.

22. Consumer's Right of Termination

22.1. This chapter applies exclusively to the natural person who orders the laboratory or other service acting outside his or her profession, self-employed occupation or business activity. Since only legal entities may purchase in the Webshop, this chapter does not apply to product sales through the Webshop.

22.2. The Consumer may terminate a distance contract for the provision of services, without giving any reason, within 14 days from the day of conclusion of the contract.

22.3. The Consumer may exercise the right of termination:

- a. using the model form in Annex 1 to the T&Cs; or
- b. by means of any other unambiguous statement of termination.

22.4. The statement must be sent to the following address:

MolliScience Kft., 2051 Biatorbágy, Március 15. utca 1., Hungary

E-mail: info@molliscience.com

22.5. The termination is made in good time if the Consumer dispatches his or her statement before expiry of the 14-day period.

22.6. Start of performance within the 14-day period. If the Consumer wishes MolliScience to begin the examination or other service before the expiry of the 14-day termination period, he or she must make a separate, express declaration. The recommended wording is:

„I expressly request that MolliScience Kft. begin performance of the service before the expiry of the 14-day termination period.”

22.7. The Consumer must simultaneously acknowledge:

„I acknowledge that I lose my right of termination upon completion of the service in its entirety.”

22.8. If, at the Consumer's request, performance begins before expiry of the 14-day period, but the Consumer terminates the contract before the service is completed in full, the Consumer is obliged to reimburse the fee for the service performed up to communication of the termination, in proportion, together with the reasonable costs incurred.

22.9. The Consumer may no longer exercise the right of termination after the service has been performed in its entirety if:

- a. performance was started at his or her express, prior request; and
- b. he or she acknowledged that the right of termination is lost upon full performance.

22.10. If the Consumer does not request performance to begin within the 14 days, MolliScience is not obliged to start the examination or service until expiry of the termination period.

23. Defective Performance and Statutory Warranty Against Defects

23.1. MolliScience performs defectively if, at the time of performance, the product or service does not meet the requirements set out in:

- a. the contract;
- b. the individual offer;
- c. the product description;
- d. the legislation.

23.2. Defective performance does not include, in particular:

- a. an inconclusive or uncertain result arising from inadequate sample quality;
- b. consequences of a sampling or transport error;
- c. the inherent limitations of the test method;
- d. a defect arising from unprofessional use of the product;
- e. inadequate storage;
- f. use after the expiry date;
- g. use deviating from the instructions for use;
- h. a deviation arising from the Customer's incorrect data provision.

23.3. In the case of defective performance, the Customer may assert a statutory warranty claim against defects under the Hungarian Civil Code.

23.4. Depending on the circumstances and the nature of the performance, the Customer may request:

- a. repair of the product, where possible;
- b. replacement of the product;
- c. repetition of the examination, where professionally possible;
- d. rectification of the defect;
- e. a proportionate price reduction;
- f. as a last resort, termination of the contract.

23.5. Termination of the contract is not available on account of an insignificant defect.

23.6. MolliScience is entitled to examine the impugned product, sample, documentation and circumstances.

23.7. The Customer is obliged to report the defect without undue delay after its discovery. As against Business Customers, the Customer bears responsibility for damage and evidentiary difficulties arising from an unreasonably late report.

23.8. The Consumer's rights are exercised in accordance with the mandatory consumer-protection provisions applicable to him or her; these T&Cs do not restrict such rights.

24. Complaints and Quality Objections

24.1. Complaints must be reported at info@molliscience.com.

24.2. The report should contain, where possible:

- a. the Customer's name and contact details;
- b. the name of the company or organisation;
- c. the order or examination identifier;
- d. the invoice number;
- e. the name of the product or service;
- f. a detailed description of the objection;
- g. the time when the objection was discovered;
- h. photographs, minutes or other evidence;
- i. the measure requested by the Customer.

24.3. MolliScience may request:

- a. return of the product;
- b. preservation of the packaging;
- c. making available of the sample or sample residues;
- d. provision of further data;
- e. clarification of the test circumstances.

24.4. Until the examination of the objection is concluded, the Customer may not destroy the product, packaging or document required as evidence, unless preservation would be hazardous or unlawful.

25. Handling of Consumer Complaints

25.1. The Consumer may submit a complaint concerning the service or MolliScience's conduct:

- a. by e-mail: info@molliscience.com;
- b. by telephone: +36 30 27 77 305;
- c. by post: MolliScience Kft., 2051 Biatorbágy, Március 15. utca 1., Hungary.

25.2. As a rule, MolliScience answers written consumer complaints, substantively and in writing, within 30 days of their receipt.

25.3. If the complaint is rejected, MolliScience informs the Consumer of:

- a. the reasons for the rejection;
- b. the available administrative or conciliation-board proceedings;
- c. the contact details of the competent body.

25.4. In a consumer dispute, the Consumer may initiate proceedings before a consumer conciliation board (an alternative dispute resolution body operating within the framework of the chamber of commerce). The competent board for MolliScience's registered seat is:

Pest County Consumer Conciliation Board (Pest Vármegyei Békéltető Testület)

Address: 1055 Budapest, Balassi Bálint utca 25., 4th floor, door 2., Hungary

Telephone: +36 1 792 7881

E-mail: pmbekelteto@pmkik.hu

25.5. A precondition of conciliation-board proceedings is that the Consumer first attempted to settle the dispute directly with MolliScience.

25.6. MolliScience complies with its statutory duty to cooperate in conciliation-board proceedings.

25.7. The Consumer may also turn to the consumer-protection authority or to a court.

26. The Customer's Duty to Cooperate

26.1. The Customer is obliged to cooperate with MolliScience to the extent necessary for performance of the contract.

26.2. The duty to cooperate extends, in particular, to:

- a. providing accurate data;
- b. completing missing items;
- c. answering professional questions;
- d. providing appropriate samples;
- e. making available customs and shipping documents;
- f. meeting payment obligations;
- g. taking delivery of the product or the results.

26.3. If MolliScience cannot perform because of the Customer's delay or failure to act, MolliScience's performance deadline is extended by the duration of the delay and by the time reasonably necessary to reorganise performance.

26.4. The Customer is obliged to reimburse the reasonable additional costs incurred due to his or her own delay or failure to act.

27. Export Control, Sanctions and Lawful Use

27.1. The Customer is obliged to comply with the rules applicable to the:

- a. import;
- b. export;
- c. resale;
- d. use;
- e. biosafety;
- f. export control;
- g. sanctions restriction

of products, samples, technology and professional information.

27.2. The Customer may not use the product or the service:

- a. for an unlawful purpose;
- b. for a prohibited biological or military purpose;
- c. in a country, or for the benefit of a person, covered by an applicable prohibition;
- d. in a manner contrary to the intended purpose of the product.

27.3. MolliScience is entitled to:

- a. require a further end-user declaration;
- b. clarify the intended purpose of use;
- c. suspend performance;
- d. reject the order or terminate the contract,

if an export-control, sanctions, licensing or security risk arises.

28. Confidentiality

28.1. MolliScience handles the business, professional and test information handed over by the Customer in confidence.

28.2. The confidentiality obligation does not extend to information which:

- a. is publicly available;
- b. was already lawfully known to MolliScience beforehand;
- c. lawfully came into MolliScience's possession from a third party;
- d. is to be disclosed under a legal or regulatory requirement;
- e. may be disclosed with the Customer's permission.

28.3. MolliScience is entitled to disclose the information, to the extent necessary for performance, to:

- a. its employees;
- b. its data processors;
- c. its subcontractors;
- d. its professional collaborators;
- e. authorities;
- f. its legal or professional advisers,

provided that the recipient is bound by adequate confidentiality obligations, or that disclosure is permitted by law.

28.4. For particularly sensitive research or business information, the parties may conclude a separate confidentiality agreement.

29. Intellectual Property

29.1. The webshop, the website, product descriptions, instructions for use, methods, figures, photographs, professional materials, training materials and software solutions may be protected by copyright or other intellectual-property rights.

29.2. By paying the fee for the product or the service, the Customer does not acquire any title to:

- a. MolliScience's methodology;
- b. its know-how;
- c. its trademarks;
- d. its copyrights;
- e. its inventions;
- f. its software;
- g. its databases.

29.3. The Customer may use the test report for his or her own professional, regulatory, contractual or internal purposes.

29.4. The test report:

- a. must not be modified in a misleading manner;
- b. no part of it may be disclosed in a way that renders its content misleading;
- c. must not be presented as the result of another sample or examination;
- d. must not be used in advertising suggesting MolliScience's endorsement without authorisation.

29.5. Title to the results, inventions, data and copyright works created in an individual research project is governed by the individual contract.

30. Data Processing

30.1. The processing of personal data is governed by MolliScience's Privacy Policy as in force at any given time.

30.2. The Privacy Policy is available on the molliscience.com website.

30.3. The Customer declares that, if he or she provides the data of other natural persons, in particular the data of:

- a. contact persons;
- b. veterinarians;
- c. addressees;
- d. owners;
- e. payers,

he or she is entitled to disclose them and has adequately informed the data subjects of the data processing.

31. Liability of MolliScience

31.1. In performing the contract, MolliScience acts with the degree of professional care generally to be expected in the given circumstances.

31.2. MolliScience is not liable for damage arising from:

- a. the Customer's false or incomplete data disclosure;
- b. inadequate sampling;
- c. inadequate sample transport;
- d. faulty storage;
- e. use of the product contrary to its purpose;
- f. the Customer's breach of law;
- g. a third party's conduct;
- h. an irresistible external cause.
- i.

31.3. MolliScience is not liable for the Customer's business, veterinary, therapeutic, disease-control or other decision taken on the basis of the test result or professional information. This does not affect MolliScience's liability for defective or professionally negligent performance.

31.4. As against Business Customers, MolliScience is not liable for:

- a. lost profits;
- b. loss of production;
- c. indirect or consequential loss;
- d. data loss;
- e. economic loss resulting from injury to reputation,

except where the damage was caused intentionally or where the law prohibits limitation of liability.

31.5. As against Business Customers, MolliScience's aggregate liability for damages in connection with the given contract – save for cases in which liability may not be limited by law – does not exceed the net fee actually paid by the Customer for the defective product or service in question.

31.6. The limitation of liability does not apply to:

- a. damage caused intentionally;
- b. breach of contract causing injury to human life, physical integrity or health;
- c. any case in which limitation is excluded by law.

31.7. This chapter does not limit the Consumer's mandatory statutory rights or MolliScience's liability towards Consumers.

32. Force Majeure (Vis Maior)

32.1. Force majeure means any circumstance arising after conclusion of the contract, beyond the party's sphere of control, unforeseeable or unavoidable, which prevents performance or makes it disproportionately difficult.

32.2. Force majeure may include, in particular:

- a. natural disasters;
- b. fire;
- c. flood;
- d. a pandemic or an animal-disease epidemic;
- e. war;
- f. terrorist acts;
- g. civil unrest;
- h. official restrictions;
- i. export or import bans;
- j. sanctions;
- k. power-supply disruption;
- l. failure of IT or telecommunications networks;
- m. transport or logistics disruptions;
- n. shortage of raw materials or reagents;
- o. strikes;
- p. customs-clearance obstacles.

32.3. The party affected by force majeure is obliged to inform the other party without undue delay in view of the circumstances.

32.4. During force majeure, the obligation to perform is suspended for the duration of the impediment, and the performance deadline is extended accordingly.

32.5. If force majeure renders performance permanently impossible, either party is entitled to terminate the contract. In that case the parties settle accounts for the services already performed and the costs verifiably incurred.

33. Operation of the Website

33.1. MolliScience strives to keep the website and the Webshop continuously available, but does not guarantee uninterrupted or error-free operation.

33.2. MolliScience is entitled to restrict or suspend operation of the website or Webshop:

- a. for maintenance;
- b. for development;
- c. for security measures;
- d. for fault repair;
- e. for legal-compliance reasons.

33.3. MolliScience is not liable for problems arising from defects in the Customer's device, internet connection, e-mail system or other external system.

33.4. The Customer is obliged to check the junk-mail (spam) folder if the confirmation or invoicing e-mail cannot be found.

34. Amendment of the T&Cs

34.1. MolliScience is entitled to amend the T&Cs unilaterally, in particular:

- a. upon a change in legislation;
- b. upon a change of services;
- c. upon introduction of a new product or ordering method;
- d. upon technical development;
- e. upon a change in payment or delivery conditions;
- f. upon a change in regulatory or professional requirements.

34.2. The amended T&Cs enter into force on the date indicated on the website.

34.3. An amendment does not affect a contract concluded before its entry into force, except:

- a. if the parties separately agree otherwise;
- b. if the amendment is made necessary by mandatory legislation;
- c. if the amendment is exclusively favourable to the Customer.

34.4. The T&Cs as in force at any given time are available on the molliscience.com website in a form that can be saved and retrieved later.

35. Governing Law and Dispute Settlement

35.1. Hungarian law governs the contract and these T&Cs. *This choice of law does not deprive Consumers of the protection of the mandatory provisions of the law of their country of habitual residence (Rome I Regulation, Art. 6).*

35.2. The parties shall endeavour to settle any dispute first by peaceful, direct negotiation.

35.3. If the negotiations prove unsuccessful, the dispute is adjudicated by the Hungarian court having jurisdiction and competence.

35.4. These T&Cs do not restrict the Consumer's statutory rights concerning the jurisdiction of courts.

36. Final Provisions

36.1. If any provision of the T&Cs is invalid, unlawful or unenforceable, this does not affect the validity of the remaining provisions. In place of the invalid provision, the applicable legislation, or a provision closest to the economic purpose of the original provision, applies.

36.2. The fact that MolliScience does not exercise a right in a given case does not constitute a waiver of that right.

36.3. The Customer is obliged to read the T&Cs before submitting an order. The ordering interface may require a checkbox to confirm this.

36.4. The checkbox confirming acknowledgement of the T&Cs does not constitute consent to data processing.

Model Statement of Termination for Consumers

(Complete and return this form only if you wish to withdraw from or terminate the contract.)

To:

MolliScience Kft., 2051 Biatorbágy, Március 15. utca 1., Hungary

E-mail: info@molliscience.com

I, the undersigned, hereby declare that I exercise my right of withdrawal from / termination of (*delete whichever does not apply*) the contract for the provision of the following service:

Name of the service ordered:

.....

Date of conclusion of the contract:

.....

Order or test identifier:

.....

Name of the Consumer:

.....

Address of the Consumer:

.....

Bank account number for reimbursement, if applicable:

.....

Signature of the Consumer (only for statements made on paper):

.....

Place and date:

.....

Declaration on the Commencement of the Service Within the 14-Day Termination Period

This declaration applies only to laboratory or other services ordered by a Consumer.

☐ I expressly request that MolliScience Kft. begin performance of the service before the expiry of the 14-day termination period running from the conclusion of the contract.

☐ I acknowledge that I lose my right of termination upon completion of the service in its entirety.

Name of the Consumer:

.....

Identifier of the service or test:

.....

Place and date:

.....

Signature or electronic confirmation:

.....