



Celignis - Terms and Conditions of Sale (v1.4: 18/08/2023)

All work and activities undertaken by Celignis Limited, its agents, representatives, contractors and subcontractors (referred to subsequently as CELIGNIS) for the person/entity (referred to subsequently as the Customer) that orders said work/activities are subject to the following terms and conditions. Unless modified by a written agreement signed by CELIGNIS and the Customer, these terms and conditions shall constitute the entire agreement between the parties as to the matters herein addressed, any prior course of dealing or trade custom notwithstanding.

1. **Invoices:** All invoices are due and payable within thirty (30) days from the date of invoice.
2. **Terms of Payment:** Orders are accepted based on receipt of an acceptable purchase order (PO), bank transfer, or valid credit card information. For customers with an authorised credit account our terms are net 30 days from the date of invoice. For customers without an authorised credit account payment is required prior to Celignis undertaking the assigned work. Authorised credit accounts are granted on a case by case basis. In the event of default on payment, the client is responsible for all reasonable collection and/or legal fees. In such an event CELIGNIS shall also have the right to suspend any further work for the Customer and to retain any and all of its work product not yet delivered to the Customer. The Customer shall have no right to use the work of CELIGNIS for any purpose until the same has been paid for in full.
3. **Termination:** The Customer has the right to cancel orders placed with CELIGNIS or suspend work on orders, but shall be obligated to pay for any work completed and expenses incurred during the period of time prior to cancellation or suspension. A proposal by the Customer to change an analysis request may be regarded by CELIGNIS as an order to suspend work until agreement is reached on the effect of such change on the compensation payable to CELIGNIS and other relevant issues raised by the change.
4. **Care of Analysis:** CELIGNIS warrants that that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances.
5. **Clarity of Analysis Method:** If any part of the Customer request for analysis is incomplete or unclear, CELIGNIS shall consult with the Customer before proceeding with the work. The Customer shall ensure to provide any additional information requested by CELIGNIS that may be necessary for the satisfactory performance of the work.
6. **Safety:** CELIGNIS is responsible for the health and safety of its employees. The Customer shall notify CELIGNIS of any hazardous substances present at the site where samples were acquired, or believed by the Customer to be present in the samples, that may put CELIGNIS employees at risk.
7. **Refusal of Samples:** CELIGNIS reserves the right to refuse to receive or analyse samples that are deemed to be unsafe to handle in our facilities, or for which CELIGNIS is not authorised

to accept, or for any other reason. The Customer shall promptly remove from CELIGNIS'S facilities any sample for which CELIGNIS revokes its acceptance.

8. **Liability** - The CELIGNIS services are provided without warranty or liability, implied or otherwise, of any kind. In no event shall CELIGNIS be liable for any incidental or consequential damages of any kind, whether or not arising out of negligence. The aggregate liability of CELIGNIS for its negligent acts and omissions and for its non-intentional breach of the agreement with the Customer shall not exceed the fee paid to CELIGNIS for its services, and the Customer agrees to indemnify CELIGNIS from all liabilities to others in excess of that amount.
9. **Indemnity**: The Customer shall defend, indemnify and hold harmless CELIGNIS, its officers, employees, agents, representatives, contractors and subcontractors from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorneys fees) arising, directly or indirectly, in connection with (1) claims or suits by any governmental authority or others for any actual or asserted failure of the Customer to comply with any law, ordinance, regulation, rule or order of any governmental or judicial body; (2) claims or suits arising from information supplied by the Customer and relied upon by CELIGNIS; and/or (3) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to intellectual property incurred by or occurring to any person or entity and arising in connection with or related to the work or services performed or obligations assumed by CELIGNIS, its officers, employees, agents, representatives, contractors and subcontractors. This indemnity shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of CELIGNIS, its officers, employees, agents, representatives, contractors and subcontractors.
10. **Claims**: Any claim by the Customer against CELIGNIS (subject to the provisions of (8) and (9)) must be made within sixty (60) days after the Customer becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within sixty (60) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of services.
11. **Alternative Dispute Resolution**: All disputes between CELIGNIS and the Customer shall be submitted to alternative dispute resolution ("ADR") as a condition precedent to litigation and other remedies provided by law. CELIGNIS and the Customer each agree to exercise good faith efforts to resolve disputes through non-binding mediation unless both parties agree to another ADR procedure.
12. **Force Majeure**: Neither CELIGNIS nor the Customer shall have any liability for non-performance caused in whole or in part by causes beyond their reasonable control. Such causes include, but are not limited to, acts of God, civil unrest and war, acts of authorities and failure of subcontractors that could not reasonably be anticipated.
13. **Analytical Method**: CELIGNIS reserves the right to modify analytical methods based on experience or advances in the scientific literature. If the Customer requests a manner of analysis that differs from the CELIGNIS standard procedures, the Customer shall indemnify and hold CELIGNIS harmless from all claims, damages and expenses arising out of such direction.
14. **Near Infrared Analysis**: The near infrared (NIR) models that CELIGNIS uses to predict the composition of biomass vary in their accuracy of prediction depending on the type of samples analysed and the particular conditions of the sample. Whilst CELIGNIS targets accurate prediction with these models there may be instances where the predictions differ substantially from the real composition of the samples (as determined through wet-chemical methods). It is possible for the difference between the NIR-predicted value and the real

value to be greater than the value provided for the Deviation in Prediction. CELIGNIS accepts no liability for erroneous NIR predictions. The NIR analysis is an indicative test and a Customer that requires the most accurate analysis should pay for wet-chemical tests instead.

15. **Use of NIR Spectra:** Celignis reserves the right to collect NIR spectra of customer samples, even in cases where an NIR analysis package has not been ordered by the customer. The NIR spectra collected of Customer samples remain the property of CELIGNIS and CELIGNIS reserves the right to use these spectra, and to also use any compositional data obtained in the chemical analysis of these samples, in the development of its predictive NIR models. These models will remain the sole property of Celignis Limited. The Customer can request that spectra of their samples are not used in CELIGNIS models and are deleted after the NIR predictions have been provided (or the chemical analysis has been completed), however in order for this to occur the Customer needs to inform CELIGNIS of this request prior to the analysis of these samples and the Customer will be subject to an additional analysis fee (of €200 + VAT per sample).
16. **Use of Samples:** In order to improve its NIR models and test its analytical protocols, CELIGNIS may carry-out methods for the chemical analysis of Customer samples even if these have not been paid-for by the Customer. Similarly CELIGNIS may also undertake NIR analysis of Customer samples even if the Customer has not paid for such analysis. CELIGNIS is under no obligation to provide the Customer with the data obtained in these unpaid analyses and all data and associated NIR-models remain the property of CELIGNIS. The customer may exclude the use of samples for this purpose through the extra payment of €200 (+ VAT) per sample, outlined in term 15.
17. **Clarity of Terms of Conditions:** If any part of this document are unclear to the Customer, CELIGNIS should be contacted, prior to the provision of services and the payment for said services, so that any lack of understanding can be addressed.