Bac³Gel

LEGAL

Terms and Conditions of Online Purchases for Professional Clients

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ARTICLE 1.

Parties, definitions and scope

1.1 These Terms and Conditions of Sale ("**Terms**") apply to every sale of Products by Bac3Gel, Lda., a private limited company incorporated under Portuguese law, legal entity number 516010085, with registered office at Edifício de Inovação II, Laboratório 2, Avenida Jacques Delors 411-421, 2740-122 Porto Salvo, Portugal ("**Seller**"); contact@bac3gel.com; (+351) 918 658 193).

1.2 In these Terms:

- **Purchaser**: the company, institution or professional, acting in the course of its business, research or professional activity, whose Order the Seller accepts;
- **Products**: the products described in a Quotation, including custom formulations;
- **Website**: www.bac3gel.com;
- **Quotation**: a written offer issued by the Seller, valid for the period stated in it, which may include custom formulations;
- **Order**: a request to buy Products, made by accepting a Quotation in writing or by sending a Purchase Order that refers to it;
- **Purchase Order**: request to buy Products by reference to a Quotation, that varies any of its terms;
- **Order Confirmation**: the Seller's written acceptance of an Order, including by email;
- **Use Documents**: the product information, instructions for use, storage conditions, protocols, safety data sheets and labels the Seller provides with and for the Products;
- **Parties**: the Seller and the Purchaser.

1.3 The Seller sells only to professionals. These Terms do not apply to consumers, and the Products may not be bought for personal use. By placing an Order, the Purchaser expressly represents and warrants that it is acting solely in a professional capacity and acknowledges that the Products are intended exclusively for professional use and for research use only. The rights of consumers under consumer protection law do not apply to these transactions.

1.4 These Terms apply to the exclusion of any terms of the Purchaser, whenever provided, unless the Seller accepts them expressly in writing. Fulfilling an Order does not mean acceptance of any terms of the Purchaser.

1.5 Products bought from one of the Seller's authorised distributors are sold on that distributor's terms. Studies, testing or other services that the Seller performs for a client are governed by the proposal or agreement signed for them, not by these Terms.

ARTICLE 2.

Products and their use

2.1 The Products are for research and development use only. They are not intended or tested for diagnostic or therapeutic use, or for use in or on humans or animals, foods, drugs, medical devices or cosmetics, unless the Use Documents expressly state otherwise.

2.2 The Purchaser shall follow the Use Documents, including storage conditions on receipt, and shall test the Products for its own intended purpose. The Purchaser alone is responsible for meeting the regulatory requirements and industry standards that apply to its work.

2.3 The Purchaser shall not resell, distribute or export the Products, or use them to make products for sale, without the Seller's prior written consent.

2.4 The Purchaser shall not analyse, reverse engineer or attempt to reproduce the composition or structure of the Products, except to the extent the law allows despite this restriction.

2.5 Product descriptions, images and data on the Website or in the Use Documents are given in good faith for information. Minor variations that do not affect the specified performance are not a defect. The Seller may update Products and Use Documents; the version in force at the Order Confirmation applies.

ARTICLE 3.

Orders and conclusion of the contract

3.1 Products shown on the Website, and prices in catalogues or price lists, are an invitation to order, not a binding offer.

3.2 **Quotations.** The Purchaser asks for a Quotation through the "Request a quote" form on the Website or by email. A Quotation states the Products, prices, delivery costs, delivery terms, payment terms and custom formulations, and is valid for the period it states. Products cannot be bought or paid for through the Website. The Quotation does not constitute a binding offer capable of acceptance without further confirmation by the Seller.

3.3 **Orders.** The Purchaser orders by accepting the Quotation in writing within its validity, or by sending a Purchase Order that refers to it. Different terms in a Purchase Order that differ from the Quotation or these Terms do not apply unless the Seller specifically accepts them in the Order Confirmation.

3.4 A contract is concluded only when the Seller sends the Order Confirmation. The Seller may decline an Order, for example when a Product is unavailable, the delivery address is outside the countries it serves, or the Purchaser does not appear to be a professional customer.

3.5 The Purchaser may change or cancel a confirmed Order only with the Seller's written agreement.

3.6 The Order and these Terms are concluded in English. The Seller provides these Terms in full, in a form that can be downloaded and saved, with the Quotation and before the Purchaser places the Order or Purchase Order. The Order Confirmation identifies the version of the Terms accepted by the Purchaser and records the agreed Products, prices and other Order details. The Seller stores the Order and the applicable version of these Terms. These Terms can also be downloaded and saved from the Website.

ARTICLE 4.

Prices and payment

4.1 Prices are those in the Quotation, in the currency stated. Shipping, handling and packaging costs are stated in the Quotation and paid by the Purchaser.

4.2 Prices in the Quotation exclude VAT and any other taxes, duties or customs charges, which the Purchaser pays where they apply. For deliveries within the European Union, the Purchaser shall provide its valid VAT number if it is registered for VAT; intra-community supplies to VAT-registered Purchasers are invoiced under the reverse-charge rules. For deliveries outside the European Union, import duties and taxes are the Purchaser's responsibility.

4.3 The Seller may ask for payment in advance, in full or in part, for an Order or for custom formulations, as stated in the Quotation.

4.4 Payments are made by bank transfer within 30 days of the invoice date, unless the Quotation states otherwise. On request, the Seller can send a secure card payment link, processed by Stripe; no payment is made through the Website.

4.5 If a payment is late, the Purchaser owes, without any reminder, late-payment interest at the statutory rate for commercial transactions and the fixed compensation for recovery costs set by Decree-Law 62/2013. The Seller may also claim the reasonable recovery costs above that amount, and may suspend deliveries until payment is made.

ARTICLE 5.

Delivery, risk and ownership

5.1 The Seller ships Products as agreed in the Quotation, to the delivery address in the Order.

5.2 Products are shipped in the Seller's standard packaging for the Product, including temperature-controlled packaging where the Use Documents require it, by a carrier chosen by the Seller.

5.3 Delivery dates are estimates. The Seller will tell the Purchaser of any significant delay.

5.4 Risk and ownership pass to the Purchaser when the Products are delivered to the delivery address.

5.5 The Purchaser shall make sure someone can receive the Products, and shall store them as the Use Documents require as soon as they arrive. Products affected by delay or a failed delivery caused by the Purchaser, or by storage outside the stated conditions after delivery, are not covered by Articles 6 and 7.

5.6 The Seller may make partial deliveries and invoice them separately, after informing the Purchaser.

5.7 Where the Purchaser arranges its own shipping or import, it is responsible for the applicable export and import formalities. In that case, risk and ownership pass to the Purchaser when the Products are handed over to the Purchaser's carrier at the Seller's premises.

ARTICLE 6.

Inspection, non-conforming deliveries and returns

6.1 The Purchaser shall inspect the Products within 5 days of delivery. A delivery is accepted unless, within that period, the Purchaser tells the Seller in writing, with photos or other evidence, that it is non-conforming: wrong Products, wrong quantity, or Products visibly damaged in transit.

6.2 The Seller may inspect the Products, or ask for further evidence, within 10 days of the notice. It will then, at its choice, return the Products, if they are conforming or, if they are non-conforming, replace the Products, credit or refund their price, or adjust the invoice to the quantity delivered, and confirm in writing which remedy applies.

6.3 Because the Products are perishable and made for research use, the Purchaser has no right to return Products it simply no longer wants.

6.4 Any return requires the Seller's prior instructions. Returned Products must be in their original packaging and labels, unopened where the Seller asks, and shipped under the storage conditions in the Use Documents. Ownership passes back to the Seller when it accepts them at the address it gives.

ARTICLE 7.

Limited warranty

7.1 The Seller warrants that the Products meet its published specifications until the earliest of: 6 months from shipment, the end of their shelf life, or the expiry date in the Use Documents.

7.2 The warranty applies only if the Purchaser reports the defect in writing promptly after discovering it, with evidence, lets the Seller examine the Products concerned, and the Seller confirms the defect.

7.3 The warranty does not apply to defects caused by: use contrary to Article 2 or the Use Documents; storage or handling outside the stated conditions; modification of the Products; use after the time limit provided in Article 7.1.; or normal variation within the specifications.

7.4 If a defect is confirmed by the Seller, it will replace the Products or, if it cannot, credit or refund their price.

7.5 Beyond this Article, and to the extent the law allows, the Seller gives no other warranty, express or implied, including as to fitness for a particular purpose, research outcome, or non-infringement of third-party rights arising from the Purchaser's specific use. Advice from the Seller on choosing or using Products is given in good faith and is not a warranty.

ARTICLE 8.

Liability

8.1 The Seller's total liability arising from an Order Confirmation is limited to the price paid for the Products concerned.

8.2 To the extent permitted by applicable law, the Seller is not liable for indirect or consequential loss, including loss of profit, revenue, data, research results or work in progress, the cost of repeating experiments, or claims by third parties against the Purchaser.

8.3 Nothing in these Terms limits or excludes liability for wilful misconduct or gross negligence, for death or personal injury, or any other liability that cannot be limited or excluded under Portuguese law.

8.4 The Purchaser bears the risks of storing, handling and using the Products after delivery. It shall indemnify the Seller against third-party claims arising from its use of the Products contrary to these Terms or the Use Documents, from its breach of these Terms, or from its negligence or that of its staff or subcontractors.

8.5 The Seller is not in breach to the extent its performance is prevented or delayed by an act or omission of the Purchaser.

ARTICLE 9.

Intellectual property

9.1 The Products and the Bac3Gel technology are protected by intellectual property rights, including patent application WO2020128965, exclusively licensed worldwide to the Seller, and the Bac3Gel trademarks. The Seller also owns further know-how and intellectual property related to the technology.

9.2 Buying Products gives the Purchaser the right to use them for research under these Terms. It does not transfer or license any patent, trademark, know-how or other right of the Seller.

9.3 Improvements, variants and new formats of the Products, including custom formulations the Seller develops to a Purchaser's requirements, belong to the Seller, unless a separate written agreement says otherwise.

9.4 Where the Parties wish to co-develop a product or technology, they will agree in writing, before work starts, on ownership, commercialisation and pricing.

9.5 The research results the Purchaser obtains using the Products belong to the Purchaser. The Purchaser is free to publish them and is asked to cite the Product used.

ARTICLE 10.

Confidentiality

10.1 The Purchaser shall keep confidential any non-public information the Seller discloses about the Products, their composition or manufacture, or the Seller's business, pricing and custom formulations. It shall use that information only for the Order, and not use it to file patent applications. This applies whether or not the information is marked confidential.

10.2 This does not apply to information that is public through no fault of the Purchaser, already known to it, or lawfully received from a third party without a duty of confidence.

10.3 On request, the Purchaser shall return or destroy the confidential documents it received. The Seller may seek an injunction or other urgent relief to stop a breach.

ARTICLE 11.

Compliance with laws

11.1 The Purchaser shall comply with the laws that apply to its purchase and use of the Products, including export control, sanctions, anti-bribery, chemical and waste regulations, and shall hold any licences these require.

11.2 The Seller may cancel or suspend an Order where sanctions, export controls, or duties or penalties imposed by an authority would make delivery unlawful or substantially more onerous. Any payment for undelivered Products is then refunded.

ARTICLE 12.

Force majeure

Neither Party is in breach of an obligation, other than an obligation to pay, to the extent it is prevented or delayed by an event beyond its reasonable control, such as natural disaster, epidemic, war, terrorism, civil unrest, strike, fire, failure of utilities or carriers, shortage of materials, or an act of a public authority. The Party affected shall tell the other promptly, limit the effects, and resume performance when the event ends. If the event lasts more than 60 days, either Party may cancel the affected Order without liability, and payments for undelivered Products are refunded.

ARTICLE 13.

Data protection

The Seller processes the personal data of the Purchaser's contacts, such as names, business email and delivery addresses, to perform the Order and as described in its Privacy Policy, available on the Website, under Regulation (EU) 2016/679.

ARTICLE 14.

General provisions

14.1 **Notices.** Notices under these Terms are given in writing by email to the address each Party uses for the Quotation and Order, or by registered letter or tracked courier to its registered office. A notice takes effect when it reaches the recipient or becomes known to it, subject to the applicable mandatory rules, including those governing failure to receive a notice attributable to the recipient. Evidence of delivery may be used to establish receipt.

14.2 **Assignment.** The Purchaser may not assign or transfer its rights or obligations without the Seller's prior written consent.

14.3 **No waiver.** A failure or delay in exercising a right is not a waiver of it. A waiver is valid only in writing.

14.4 **Severability.** If a provision is invalid or unenforceable, the rest of these Terms remains in force, and the provision is replaced by a valid one as close as possible to its purpose.

14.5 **Third parties.** These Terms create no rights for anyone other than the Parties.

14.6 **Survival.** Articles 2, 7, 8, 9, 10, 13 and 16, and any other provision meant by its nature to continue, survive delivery and the end of the contract.

ARTICLE 15.

Changes to these Terms

The Seller may change these Terms by publishing a new version on the Website. Each Order is governed by the version in force on the date the Order is placed, or, for an Order Confirmation, the version attached to or referred to in the Quotation.

ARTICLE 16.

Governing law and jurisdiction

These Terms and every contract made under them are governed by Portuguese law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply. The courts of Lisbon, Portugal, have exclusive jurisdiction over any dispute arising from or in connection with them.

COMPANY DETAILS

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