



BioNTech Europe GmbH
An der Goldgrube 12
55131 Mainz, Germany

RIVM-DVP

5.1.2e

Antonie van Leeuwenhoeklaan 9
3127 MA Bilthoven
The Netherlands

Offer Number: SD OFF-004-2021

Contact: 5.1.2e

Department: Order Management

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Email: 5.1.2e@biontech.de

Website: www.biontech.de

Date: January 22, 2021

Offer Frontier LDS 25g 1" Orange Needles

Dear Sir or Madam,

Base on your inquiry regarding the purchase of our items, we are pleased to present you our offer:

5.1.2b Units of Frontier LDS 25g 1" Orange Needles for a price per unit of 5.1.2b

LDS 25g 1" Orange Needles Price:

Transport Cost:

Total Price:

5.1.2b

The estimated delivery will be in calendar week 4; the merchandise on DDP transport conditions to the following address:

Movianto
Keltenweg 70
5342 LP Oss
The Netherlands

Please send us your consent, in the form of an informal answer to this email.

Payment condition: 30 days net

Goods acquired by a taxable person acting as such (a business in its business capacity) or by a non-taxable legal person (for example a public authority) are subject to VAT and the place of taxation is determined by where the intra-Community acquisition of goods is made (i.e. the Member State where the goods are finally located after transportation from another Member State).

Could you therefore please provide your valid VAT number of your Member State under which the acquisition will be made?

Kind regards,

5.1.2e

Appendix:

General Terms of Sale and Delivery

BioNTech Europe GmbH
An der Goldgrube 12
55131 Mainz
Germany

Tel.: +49 (0) 6131-90 84 0
Fax: +49 (0) 6131-90 84 390
info@biontech.de

Managing Directors:

5.1.2e

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Commercial Register
District court Mainz
HRB 46774
Tax ref. no: DE306280123
EORI no: DE 852775746468447

Deutsche Bank
IBAN: DE60550700400068224500
SWIFT: DEUTDE33XXX



General Terms of Sale and Delivery

Effective Date: 2. December 2020

1 Scope

All sales, deliveries and services (hereinafter collectively the "Services") of BioNTech SE and its affiliated companies ("BioNTech") are exclusively subject to the following General Terms of Sale and Delivery. Customers' general terms and conditions which deviate from these General Terms of Sale and Delivery or from the law will not be accepted, and they will also not become part of any agreement even in case BioNTech accepts or executes orders from the customer in awareness of customer's opposing or deviating terms and conditions.

2 Subject Matter and Scope of Services (offers, samples, guarantees, conclusion of contracts)

2.1 All offers of BioNTech are nonbinding unless specifically agreed otherwise. Contracts shall be subject to BioNTech's issuance of a written order confirmation, effected delivery of the goods ordered or performance of Service. BioNTech shall be under no obligation to verify the correctness of the information provided by customer upon which BioNTech's offer or order confirmation is based, and BioNTech shall also not be obligated to investigate if the execution of the customer's order based on such information infringes any third party rights. BioNTech will inform customer about all identified risks.

2.2 Data and information included in data sheets, brochures and other promotional and information material of BioNTech serve solely as a guideline and become a binding part of a contract only upon the express written consent of BioNTech. Characteristics and properties of samples and specimens are only binding if expressly so agreed.

2.3 Information about the quality, condition and (shelf-)life of products shall be deemed to be warranties only if expressly designated as such. The same applies to the assumption of a procurement risk.

2.4 Unless otherwise agreed in writing, BioNTech will deliver products within the tolerances admissible under the relevant German or European technical standards, in particular DIN, EN ISO or similar standards. Technical changes which are required for manufacturing reasons, or which are necessary due to legislative changes, or which serve the product update and maintenance, shall be admissible if they are reasonable for the customer.

3 Delivery, delivery dates, packaging, passing of risk

3.1 The type and scope of BioNTech's Services and the delivery dates are determined by the written order confirmation of BioNTech. BioNTech shall be entitled to the partial performance of Services if this is reasonably acceptable for customer. In case customer requests portions of an agreed total quantity for delivery in several partial deliveries, the customer shall spread such call-offs evenly over the delivery period. The call-off of more than 10 % of the total quantity of one partial delivery on one date is subject to the prior written consent of BioNTech.

3.2 Delivery dates are subject to all issues essential for the performance of the contract being clarified with the customer and after the customer has performed all essential acts incumbent on him which are required for the performance of the contract by BioNTech. In particular, delivery periods do not commence unless BioNTech has received all information from customer which is required to effect delivery, or until the customer has furnished proof that, if required, he has opened a letter of credit, effected prepayment or provided a security, as agreed in the contract. Delivery periods will be interrupted by any subsequent changes requested by customer. After agreement about the desired changes has been achieved, the delivery period re-commences to run.

3.3 Acts of God, labor disputes, riots, pandemics, governmental acts and similar circumstances beyond the control of BioNTech (force majeure) release BioNTech from its obligation to perform a contract for so long as and to the extent that the effects of such force majeure circumstances

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persist. This applies also if such force majeure circumstances occur to sub-suppliers of BioNTech or if they occur at a point in time at which BioNTech has already been in default. BioNTech will inform the customer of the commencement and of the end of such hindrances to the performance of the Services without delay.

3.4 The products of BioNTech are generally unpacked beyond packaging required by law. If the customer desires packaging, the costs will be borne by the customer.

3.5 BioNTech delivers ex works (Incoterms® 2020). In case BioNTech organizes the transport, the costs of dispatch and the costs of transport insurance will be borne by customer.

3.6 The price risk (i. e. the risk of accidental loss or accidental deterioration) shall pass to the customer at that point in time at which the goods are placed at the customer's disposal at the factory from which delivery is effected, even if BioNTech has accepted to perform additional services such as loading or transportation of the goods. If the performance of a Service is delayed for reasons within the customer's responsibility, the risk shall pass to the customer upon receipt of a notification that the Service is ready to be performed. In such case, BioNTech will be permitted to invoice the goods to the customer as having been delivered, and to store the goods at the customer's cost and risk. Upon request of the customer, BioNTech will insure these goods against theft and damage from breakage, transport, fire and water at the customer's cost.

4 Prices, payment, arrears

4.1 The prices quoted by BioNTech are exclusive of the statutory value-added tax, outer packaging, shipping charges and insurance costs ('ex works', Incoterms® 2020).

4.2 Invoices are due for payment immediately upon receipt and without any deductions. Cheques will be accepted on account of performance only. The customer agrees to the electronic transmission of the invoice.

4.3 BioNTech charges interest for default in payment at the rate of nine (9) percentage points above the applicable base rate European Central Bank per annum. The right to furnish proof of a higher or further damage caused by default remains reserved.

4.4 BioNTech shall not be obligated to perform the contract for so long as the customer fails to perform his own obligations according to contract, including his obligations from other contracts with BioNTech and, in particular, if the customer defaults in the timely payment of invoices due.

4.5 The customer may offset counterclaims or withhold payment based on such counterclaims only if such counterclaims are uncontested in writing or non-appealable.

4.6 If the customer is in default of payment or if there are circumstances which, when applying customary banking standards, justify doubts about the customer's ability to pay, BioNTech will be entitled to perform outstanding Services only against payment in advance or subject to the provision of a security. In such case, BioNTech will be permitted to declare all of its claims against the customer immediately due for payment, irrespective of the term of any bills of exchange, and demand securities.

4.7 Subject to evidence of a higher default, BioNTech will charge 5.00 € or the local currency equivalent at BioNTech's place of business for the second and each further reasonable reminder.

4.8 If a Service which is ready for acceptance is not fully accepted or is accepted too late despite a reasonable time limit and through no fault of BioNTech, BioNTech will place the goods in storage at the customer's cost and risk. For such storage BioNTech will charge 0.5 % of the invoice amount for each month of the delay in acceptance.

5 Warranty, Duties of the Customer regarding Claims for Defects by its Customers, Liability and Damages

5.1 Non-material deviations from the agreed or standard quality do not constitute a defect in a product or Service. General information on the use of a product or examples for the application of a product given by BioNTech in product brochures or other advertising media do not release



the customer from a careful inspection of the delivered product for its fitness for the customer's particular use. The customer's special requests regarding the particular use of a product shall only be applicable if BioNTech has confirmed to the customer in writing at the time of conclusion of the contract that the product delivered is fit for the customer's intended use.

5.2 The customer shall notify BioNTech without delay of all claims for defects which are asserted by its own customers and which relate to Services of BioNTech, otherwise the customer's claims for defects against BioNTech will be excluded. In addition, the customer shall preserve evidence in the requisite form and provide such evidence to BioNTech. BioNTech may reclaim from the customer a product complained of as defective (including any existing supporting documents, samples and packing slips) for investigation of the defect. The customer's failure to comply with this reasonable request will result in the exclusion of the customer's claims for defects or incompleteness of Service. The same applies to any claims for defects which are asserted against the customer by his own customers and which relate to Services of BioNTech.

5.3 For defects in a product, BioNTech's obligation to perform the contract shall, at its choice, consist of subsequent performance by remedy of the defect or delivery of a faultfree product. The customer will be entitled to cancel the contract or to reduce the purchase price in accordance with the statutory provisions only if the subsequent performance by BioNTech has failed twice or is unreasonable and the defect complained of is not merely a minor defect. Claims for damages are governed by the provisions in clause 5.6 hereof.

5.4 The compensation of any loss or damage is excluded if and to the extent that such loss or damage is caused by the improper use, modification and/or operation of the products of BioNTech, or by defective instructions of the customer, and not by a fault on the part of BioNTech. The liability of BioNTech for defects in materials which are supplied by the customer and processed by BioNTech is excluded if such defects are caused by the characteristics and properties of the materials so supplied. If defects in the materials supplied by the customer should render these materials unusable during their processing by BioNTech, the customer will nevertheless be obligated to reimburse BioNTech for its processing expenditure.

5.5 Claims for material defects and defects of title become barred by the statute of limitations after twelve (12) months from the passing of the risk.

5.6 BioNTech will assume unlimited liability in cases where BioNTech has expressly assumed a warranty or a procurement risk, in the case of a culpable injury to the life, body or health of any person, for claims under the German Product Liability Act, and for other willful or grossly negligent breaches of duty by BioNTech. In the case of slight or ordinary negligence and damage to property or pecuniary losses caused thereby, BioNTech will assume liability only for its breach of essential contractual duties the performance of which is indispensable for the proper fulfillment of the contract and the performance of which the customer must be able to specifically rely upon; however, such liability of BioNTech is limited to the damage which is typical of the contract and which was foreseeable at the time of contracting. The liability of BioNTech for delay is limited to 5 % of the value of the Service in delay. Any further liability for damages is excluded, irrespective of the legal nature of the claim asserted.

5.7 The foregoing limitations of liability apply on the merits and in terms of amount also to BioNTech's legal representatives, agents and employees and/or other persons in BioNTech's services.

6 Reservation of Title

6.1 BioNTech retains title to all products delivered until the customer has fully satisfied all of his payment obligations from the business relationship with BioNTech. This applies also if payments are made in satisfaction of specially designated claims, including claims from cheques and bills of exchange, from open bills or current account.

6.2 The customer shall have the right to resell, process, mix, blend or combine the goods subject to reservation of title with other items during his ordinary course of business until



revocation by BioNTech, which revocation may be declared at any time and without giving reasons.

6.3 The processing or transformation of the goods subject to reservation of title is made for BioNTech as the manufacturer and BioNTech shall acquire sole property without resulting in any obligation on the part of BioNTech. The processed or transformed goods shall constitute goods subject to the reservation of title within the meaning of these General Terms of Sale and Delivery. If the goods subject to reservation of title are processed or inseparably blended/combined with other items which are not owned by BioNTech, BioNTech acquires a co-ownership of the resulting new item in the ratio of the invoice value of the goods subject to reservation of title and the replacement value of the other items used at the time of such processing or blending/ combining. If the goods subject to reservation of title are combined or inseparably blended with other items not owned by BioNTech into a uniform item which is to be regarded as main item, the customer hereby assigns to BioNTech a share of co-ownership which is proportionate to the customer's ownership of the main item. BioNTech hereby accepts this assignment. The customer will hold the property so created on behalf of BioNTech free of charge.

6.4 The customer shall insure the goods subject to reservation of title at his own cost against all standard risks, in particular against fire, burglary and water hazards, handle these goods with care and store them properly.

6.5 In the event of a resale of the goods subject to reservation of title by the customer, the customer hereby immediately assigns to BioNTech the purchase price claims against his own customers arising from such resale. If the customer resells the goods subject to reservation of title together with other items not delivered by BioNTech, the foregoing assignment applies only in the amount of the value of the goods subject to reservation of title which is specified in the invoice of BioNTech. In the case of a resale of items in which BioNTech has a co-ownership pursuant to clause 6.3, such assignment applies in the amount of BioNTech's co-ownership. The assigned claims serve as security in the same scope as the goods subject to reservation of title. If an assigned claim is included in a current account, the customer hereby immediately assigns to BioNTech a balance which corresponds to such claim from current account. BioNTech hereby accepts the said assignment of claims.

6.6 The customer shall have the right to collect, within his ordinary course of business, the claims assigned to him by BioNTech until revocation by BioNTech, which revocation may be declared at any time and for no specific reason; this collection right becomes automatically extinct without revocation as soon as the customer defaults in any of his payments to BioNTech. If payment is made by direct debiting, the customer will ensure by prior agreement with his bank that the amounts received are exempt from the bank's lien and that he is at all times able to meet his obligation to transfer his proceeds to BioNTech. At the request of BioNTech, the customer will inform his own customers of the assignment of future claims to BioNTech and provide BioNTech with any and all information and documentation which is required for the assertion of these claims.

6.7 If the aggregate value of collaterals existing for BioNTech exceeds the claims of BioNTech by more than 10 %, BioNTech will release additional securities of its own choice at the request of the customer.

6.8 Above and beyond the foregoing, the customer is not entitled to make any dispositions in respect of the goods subject to reservation of title (liens, pledging of security interests or other assignments in respect of the claims specified in clause 6.5. In the event of an attachment or seizure of the goods subject to reservation of title, the customer will point out that these goods are the property of BioNTech and will notify BioNTech of such attachment or seizure without delay, also in writing.

6.9 If the customer is in default of payment and a grace period fixed by BioNTech has elapsed without payment being effected, BioNTech is entitled to take back the goods subject to reservation of title also if BioNTech has not rescinded the contract.



7 Choice of Law, Place of Performance, Place of Jurisdiction

7.1 These General Terms of Delivery and any agreement between BioNTech and customer shall be governed by and construed in accordance with the law applicable at BioNTech's place of business, without giving effect to such place's conflict of law provisions and without giving effect to the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

7.2 The place of performance for the Services of BioNTech is the factory from which delivery is effected; the place of performance for the customer's payments is BioNTech's registered place of business.

7.3 The place of jurisdiction is the registered place of business of BioNTech. However, BioNTech shall be entitled to recourse in any court having jurisdiction as to the respective legal action under the laws of Germany or under the laws of the country in which the customer has his registered place of business.

7.4 These terms and any referencing agreement set forth the entire agreement between the parties. Any changes or amendments shall be subject to a written agreement in accordance with Section 126 German Civil Code. This shall also apply to any waiver of the written form. Subject to the foregoing, textform in accordance with Section 126 b German Civil Code (i.e. fax and email) shall suffice in any case of written form requirement under this agreement.

7.5 Should any provision of this contract be or become ineffective, contain an impermissible deadline or a loophole, this shall not affect the legal validity of the remaining provisions. Insofar as the ineffectiveness does not result from a violation of Sections 305 ff. German Civil Code (validity of general terms and conditions), an effective provision shall be deemed to have been agreed in place of the ineffective provision, which comes closest to what the parties wanted economically. The same applies in the event of a loophole. In the event of an impermissible period, the legally permissible amount applies.