

RAPID MICRO BIOSYSTEMS, INC.
TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“**Agreement**”) apply to all equipment and consumables (“**Products**”) purchased from Rapid Micro Biosystems, Inc. 25 Hartwell Ave., Lexington, MA 02421, USA (“**Rapid**”). This is a valid agreement between Rapid and the customer who acquires the Products and who is named on an accepted order (“**Customer**”). This Agreement applies to and is incorporated into all quotations submitted by Rapid (“**Quote(s)**”) and to Customer’s submission of an order (“**Order**”) for the Products. All Products shall be described on the face of each Quote..

This Agreement shall take precedence over any terms and conditions which appear in Customer’s Order or in any documents incorporated by reference in Customer’s order. No term or condition in addition to or different from the terms and conditions contained herein shall become part of any such contract unless explicitly referenced and agreed to in writing by Rapid’s authorized officer or representative at our principal office in Lexington, Massachusetts. Rapid’s failure to object to any provision contained in any communication from Customer shall not be construed as a waiver of these terms and conditions nor as an acceptance of any such provision. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE AS PART OF A BINDING SALES CONTRACT BETWEEN CUSTOMER AND RAPID, CUSTOMER MUST SO NOTIFY RAPID AT ONCE IN WRITING. Retention by Customer of any Products, or payment by Customer of any invoice under this Agreement, shall be conclusively deemed acceptance of the terms and conditions of this Agreement.

1. ORDERS

By submitting an Order to Rapid, Customer agrees to be subject to these terms and conditions of sale in their entirety. No order, whether or not submitted in response to a Quote by Rapid, will be binding upon Rapid unless and until such Order is accepted in writing by Rapid’s authorized officer or representative at Rapid’s principal office in Lexington, Massachusetts.

2. PRICE

The price of the Products is as shown on the face of Rapid’s Quote. Rapid’s Quotes are valid for 30 days unless otherwise stated in the Quote. If the price is stated by referenced to a published price list, then the price shall be the published price in effect at the time Rapid receives Customer’s purchase order. Prices do not include any federal, state or local taxes, sales, use, value added, or privilege taxes, or excise or similar taxes (Other than taxes assessed against Rapid’s net income) levied by any government, now or hereafter enacted (collectively “Taxes”) or other governmental charges, including, without limitation, import or export duties, applicable to the Products, which Taxes and charges may, in Rapid’s discretion, be added to the price for any products on Rapid’s invoice or maybe billed separately and which Taxes and charges shall, in any event, be paid by Customer on or before their due dates unless Customer provides Rapid with a proper tax exemption certificate. In the event Rapid is required at any time to pay any such Taxes or charges, Customer shall reimburse Rapid therefor promptly on demand.

3. PACKING

Rapid will provide standard packing or packing as specified by Customer in writing at the time of its order, and the cost of same, as determined by Rapid, shall be paid by the Customer. If Rapid must crate the Products for shipment, the cost of the crate will be set forth in Rapid’s Quote and added to the price of the Products.

4. SHIPMENT, DELIVERY AND TITLE

Dates of all shipments are estimated and not guaranteed. All Products will be tendered and shipped FCA Rapid's premises in Lowell, Massachusetts (Incoterms 2020) and may be so tendered in several lots. In the absence of specific instructions, Rapid will select the carrier and ship freight prepaid and added to the price of the relevant Products. Rapid will obtain insurance for all shipments for Customer's account under a standard all-risk policy at Rapid's expense unless Customer specifies other coverage, in which case, such other coverage will be at Customer's sole expense. Rapid will not be deemed to assume any liability in connection with any shipment because of the selection of a carrier or Rapid's obtaining insurance. Title and risk of loss or damage to each of the Products will pass to Customer when delivery is made to the possession of the carrier, provided, however that title to any software incorporated within or forming a part of the Products shall at all times remain with Rapid or the licensor(s) thereof, as the case may be..

5. TERMS OF PAYMENT

Unless otherwise stated on the face of Rapid's Quote, terms of payment shall be net thirty (30) days from date of Invoice. If Products are delivered in installments, Customer will pay for each installment in accordance with the payment terms specified above. Delays in delivery shall not extend terms of payment. If Customer fails to pay the price or any other payment due to Rapid, promptly and when due, Rapid may recover, in addition to the price or payment, interest thereon at a rate equal to the lesser **of 1-1/2% per month and the maximum lawful monthly interest rate**. Terms of payment hereunder may be changed by Rapid at any time. All payments by Customer shall be made in United States Dollars and shall be paid fully net, without set-off, deduction or counterclaim. Rapid reserves the right to require from Customer full or partial payments in advance or other security satisfactory to Rapid at any time that Rapid believes in good faith that Customer's financial condition does not justify the terms of payment specified. If Rapid retains a collection agency and/or attorney to collect unpaid amounts, Rapid may invoice Customer for, and Customer shall pay, all costs of collection including, without limitation, reasonable attorneys' fees. Customer's payment obligations under this Section 6 shall survive any termination or expiration of this Agreement.

6. SECURITY INTEREST

Rapid reserves, and by receipt of each Product delivered to Customer, Customer hereby grants to Rapid, a purchase money security interest in each of the Products as security for the due and punctual performance of all of Customer's obligations under this Agreement. This interest will be satisfied by payment in full unless otherwise provided for in any installment payment agreement. Customer agrees to execute such documents to evidence and perfect such security interest as Rapid may request from time to time. A copy of this document may be filed on Rapid's behalf with appropriate state authorities at any time after the Customer's signature is placed hereon as a financing statement in order to perfect Rapid's security interest. Customer hereby appoints each of Rapid's officers as Customer's duly authorized agent for the purpose of taking any and all such action, including, without limitation, execution of a promissory note, security agreement, financing statement, personal guaranty or other documents, deemed necessary by Rapid, in Rapid's sole discretion, for the perfection and enforcement of the security interest granted hereby.

7. CONTINGENCIES

Rapid shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond Rapid's control, including, by way of illustration but not limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, or other act of God, shortage of labor, fuel, raw material or machinery or technical failure. If any such contingency occurs, Rapid may allocate production and deliveries among Rapid's customers in such manner as Rapid may consider equitable.

8. SPECIFICATIONS

Rapid may modify the specifications of any of the Products furnished under this Agreement, provided the modifications do not adversely affect the performance of the Products. In addition, Rapid may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or nonavailability of materials from suppliers. Published weights are estimated, and dimensions are approximate.

9. SOFTWARE

Rapid shall at all times have and retain title to and full ownership of all software, firmware and related documentation thereof developed by or for Rapid for use with the Products and of any copies thereof made by Customer (collectively the "Software"). Customer may not modify, enhance or otherwise change or supplement the software supplied hereunder without Rapid's written consent. The source code for the software shall not be disclosed to Customer, and Customer may not, nor permit any other person or entity to, disassemble, decompile or reverse engineer the software. Rapid's standard form of End User License Agreement shall govern Customer's use and copying of the Software. Customer shall not remove any copyright, proprietary rights or other notice included in the software and shall reproduce such notices on all copies of the software.

Certain of the Products may contain software, firmware and related documentation that were not developed by or for Rapid. With respect to those materials, Customer's use of them is subject to all the terms and conditions of the license agreements applicable to them, either as licensee thereof or as a sublicensee of Rapid.

10. WARRANTY

10.1 Rapid warrants to Customer that title to all Products sold to Customer is good and the transfer rightful, subject to Section 6 "Security Interest." Rapid warrants to Customer that each Product manufactured by or for Rapid will be free from defects in material and workmanship in normal use and service for one (1) year from the date of delivery to Customer as the original purchaser or upon the expiration date of the Product, whichever comes first. This warranty does not cover, and no warranty is provided for, parts which by their nature are normally required to be replaced periodically consistent with normal maintenance and use, including, without limitation, any and all spare parts, any accessory or consumables items used in conjunction with the Growth Direct System. If any Product covered by this warranty is returned to the original shipping point, transportation charges prepaid, within the applicable warranty period set forth above and upon examination Rapid determines to Rapid's satisfaction that such Product was defective in material or workmanship at the time of delivery to Customer, Rapid will, at Rapid's option, repair or replace the Product or the defective part thereof or refund the original purchase price of the Product. The

foregoing notwithstanding, Rapid will not be responsible for damage to any Product resulting from misuse, negligence or accident or resulting from repairs, alterations or installation made by any person or firm not duly authorized by Rapid in writing. In order to protect the operational integrity of the Growth Direct System™, use of the Growth Direct System™ with accessory products or consumables other than those manufactured or certified by Rapid shall void this warranty in full.

10.2 If Customer fails to pay when due any portion of the purchase price of any Product or any other payment required from Customer to Rapid, whether under this Agreement or otherwise, all warranties and remedies granted hereunder and all of Rapid's warranties and obligations to service, repair, replace, correct or otherwise remedy defects, errors or failures under any other contract between Customer and Rapid may, at Rapid's option, be terminated.

10.3 THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN BY RAPID WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, COURSE OF DEALING, USAGE OF TRADE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDIES AND RAPID'S SOLE LIABILITY FOR ANY NON-CONFORMITY OR DEFECT IN THE PRODUCTS OR SUCH SOFTWARE SHALL BE THOSE EXPRESSED HEREIN.

10.4 With respect to Products provided to Customer by Rapid but not manufactured by or for Rapid or, in the case of software, firmware and related documentation thereof provided to Customer but not developed by or for Rapid, RAPID MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to Customer, to the extent permitted by law and this Agreement, the warranties of the manufacturer of the relevant Product or the provider of the software upon Customer's timely written request, and, if required, upon Customer's return of the faulty Product or software to Rapid, postage prepaid.

11. LIMITATION OF LIABILITY

An essential purpose of the limited exclusive remedies provided in the sections of these terms and conditions entitled "WARRANTY" and "PATENTS" is allocation of risks between Customer and Rapid, which allocation of risks is reflected in the purchase price for the Products.

UNDER NO CIRCUMSTANCES SHALL RAPID'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, RAPID'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, OR THE PERFORMANCE OR FAILURE TO PERFORM OF ANY PRODUCT OR SOFTWARE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 14 HEREOF ENTITLED "PATENTS". IN NO EVENT SHALL RAPID BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, EVEN IF RAPID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Rapid be liable for any damages caused by Customer's failure to perform Customer's responsibilities, for any damage to any person or property or for any claim against Customer by any other party, except as provided in Section 14 entitled "PATENTS".

12. CANCELLATION

Cancellations of orders must be made prior to shipment and are subject to a cancellation fee of 20% of Customer's total order.

13. ERRORS

Rapid reserves the right to correct all typographical and clerical errors which may be present in the prices or specifications contained herein.

14. PATENTS

Rapid will defend or settle at Rapid's own expense any suit or proceeding brought against Customer so far as it is based upon a claim that any Product or any part thereof furnished by Rapid constitutes an infringement of any United States patent, copyright or trade secret, and will indemnify Customer against all costs, damages and expenses finally awarded against Customer with respect to such claim provided that Rapid is notified promptly in writing of any such claim and given full authority, information and assistance for the defense or settlement of the same and provided further that Rapid shall have sole control of the defense and the negotiations for settlement, if any, of such claim. If any such claim is asserted, Rapid may, at Rapid's option, in lieu of all other actions and liabilities hereunder, procure the right for Customer to use the Product, replace or modify the same so that it becomes non-infringing and/or request that Customer return the Product for credit at its depreciated value. Rapid shall not be liable for any cost or expense incurred without Rapid's written authorization. Rapid shall not have any liability to Customer to the extent that any infringement or claim thereof is based upon (i) use of a Product in combination with equipment or software not supplied by Rapid where the Product in combination with equipment or software not supplied by Rapid would not itself be infringing, (ii) compliance with Customer's designs specifications or instructions, or (iii) modifications of the Product by anyone other than Rapid without Rapid's prior written approval. THE FOREGOING SECTION STATES RAPID'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR OTHER INFRINGEMENT OR INTELLECTUAL PROPERTY VIOLATION BY ANY PRODUCT OR SOFTWARE PROVIDED BY RAPID TO CUSTOMER.

15. PROPRIETARY RIGHTS

Customer acknowledges that all intellectual property rights in or to the Products are owned by Rapid. Customer is authorized to use the Products only pursuant to this Agreement and agree that Customer shall not infringe the intellectual property rights in or to the Products or acquire or obtain any right, title or interest therein. Any developments, improvements or modifications in the Products made by Rapid, Customer, or both, shall be for the benefit of Rapid, and all intellectual property rights in or to the foregoing shall immediately, upon creation, vest in and be owned by Rapid and Customer agrees to and hereby assigns all such rights to Rapid.

16. RETURN OF PRODUCTS

All sales are final. Subject to Section 10, no Product will be accepted for return and no credit will be allowed on any Product returned unless Rapid has granted prior written permission. Rapid will require a restocking charge of 20% of the invoice price with respect to any restocking requested by Customer.

17. GOVERNMENT CONTRACTS

If the Products to be furnished under this Agreement are to be used in the performance of a United States Government contract or subcontract, the Government contract number and a statement to that effect shall appear on Customer's purchase order. If Customer's purchase order includes all of such information and if such order is accepted in writing by Rapid's authorized officer or representative at Rapid's principal office in Lexington, Massachusetts with knowledge of such information and if such acceptance specifically references such Government contract or subcontract, then those clauses of the applicable United States Government procurement regulations which are mandatorily required by Federal statute or regulation to be included in this Agreement shall be incorporated herein by reference. In all other events, such clauses shall not be incorporated herein by reference.

18. EXPORT

Regardless of any disclosure made by Customer to Rapid of an ultimate destination of Products or software furnished by Rapid, Customer shall not export or re-export from, or otherwise transport outside, the United States of America, either directly or indirectly, any such Products or software, any parts thereof or any system incorporating such Products or software, unless such export, re-export or transport is in compliance with all laws and regulations of the United States of America, and without first obtaining, at Customer's sole expense, all required licenses and permits from the United States Department of Commerce and any other relevant agencies or departments of the United States government. Customer must disclose to Rapid in writing any intention to export any Products and the ultimate destination at the time of order and supply Rapid with full information and documentation required by Rapid to ensure that Customer has complied with all export restrictions. FAILURE TO DO SO SHALL VOID ALL WARRANTIES.

19. NON-WAIVER OF DEFAULT; REMEDIES

In the event of any default by Customer under this Agreement or any other contract between Customer and Rapid, Rapid may decline to make any or all shipments to Customer, and Customer will pay all costs incurred by Rapid in connection with enforcement of any of Rapid's rights under such contract, including, without limitation, reasonable attorneys' fees. If Rapid elects to continue to make shipments, Rapid's action will not constitute a waiver of any default by Rapid or in any way affect Rapid's legal rights or remedies for any such default. All of Rapid's rights and remedies under the contract shall be cumulative, non-exclusive and in addition to all other rights and remedies available, at law, in equity, by contract or otherwise, and may be exercised singularly or concurrently.

20. LABEL LICENSE

Customer understands and agrees that, where applicable for Products subject to individual label licenses, that Customer's use of each such Product is and will be regulated by the terms stated on such label license that accompanies each such Product. Customer agrees not to remove the label license on such Product at any time.

21. CONFIDENTIALITY

Each party shall hold the information it receives in confidence, including but not limited to, pricing, rebates, and software or any other terms and conditions of this Agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential

information and materials of like importance, but in no event may either party use less care than a reasonably prudent business person in a like or similar situation. Neither party shall disclose or permit any third person or entity access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for Rapid's authorized dealers and each party's employees with a need to know the information. Any proprietary information concerning Rapid, its Products, data, documentation, services, or manufacturing processes which are disclosed to Customer incident to the performance of this Agreement shall remain the property of Rapid, and no right are granted to Customer to produce or have produced any such Products or to practice or cause to be practiced any such processes, or reveal, disclose, or publish any such data and documentation. Rapid's confidential information may be used by Customers solely to use the Products.

22. MISCELLANEOUS

The validity, construction and interpretation of this Agreement and Customer's and Rapid's rights and duties shall be governed by the laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of laws. The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Massachusetts and waives any other venue to which it may be entitled by domicile or otherwise. In the event of any legal proceeding between Rapid and Customer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between Rapid as seller and Customer as purchaser relating to the sale of the Products and contains the final, complete and exclusive statement of representations made by Rapid. Rapid shall not be bound by any representation, promise or inducement of any kind unless set forth herein and shall not be bound except to Customer as purchaser by any representation or promise made herein.

No waiver, alteration or modification of, or addition to, any of the provisions of this Agreement shall be binding upon either party unless in writing and signed by both parties' duly authorized representative. In case of a conflict between the terms and conditions in the Quote or an Order and this Agreement, this Agreement shall control unless specifically amended by written agreement of the parties.

Neither Party will make any separate public announcement regarding this Agreement or any of the contents contained herein without the prior written consent of the other Party. Notwithstanding the foregoing, Rapid may use the Customer's name and marks in any general listing of customers of Rapid (including on Rapid's website), use Customer's name in connection with proposals to third parties, and otherwise refer to Customer in print or electronic form for marketing, reference and other business purposes.

This Agreement will be binding upon, and inure to the benefit of Customer and Rapid and Rapid's respective legal representatives, successors and permitted assigns. This Agreement is personal to Customer, and Customer may not assign any of Customer's rights or delegate any of Customer's obligations hereunder, in whole or in part, without Rapid's prior written consent which may be withheld for any reason.

If any term or condition of this Agreement is determined to be or becomes invalid, illegal or otherwise unenforceable, then such provision will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions

of this Agreement shall not be affected thereby. If, after application of the immediately preceding sentence, any term or condition of this Agreement is determined to be or becomes invalid, illegal or unenforceable, such provision shall be severed, and after any such severance, all other provisions hereof shall remain in full force and effect. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, or by an overnight express service to a party at the address specified herein or at such other address as either party may from time to time designate to the other. Payment obligations that accrued prior to the effective date of termination or expiration of this Agreement, and Sections 5, 8, 9, the disclaimers in Sections 10.2, 10.2 and 10.3, 11, 15, 18, 21, and 22 shall survive termination or expiration of this Agreement.