

General Terms and Conditions of Purchase

CureVac AG and CureVac Real Estate GmbH

(Version 2 / Effective date August 15, 2017)

Our order is subject to these general terms and conditions of purchase.

§ 1 Application

- (1) These terms and conditions of purchase shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- (2) These terms and conditions of purchase shall also govern all future transactions between the parties and shall also apply once we accept delivery despite our knowledge of differing or contrary terms.
- (3) These terms and conditions of purchase shall only apply vis-à-vis entrepreneurs, governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (German Civil Code).

§ 2 Offer, Acceptance

- (1) The seller shall accept this offer within three working days.
- (2) Execution of our order shall be deemed an acceptance of these terms and conditions.
- (3) Order confirmation shall be made promptly and in full accordance with the order and all provided data according to our purchase order.

§ 3 Prices, Payment

- (1) Prices include DDP delivery (Incoterm 2010) to our facilities, the respective statutory VAT and any and all costs for packaging, except as otherwise expressly agreed upon.
- (2) Invoices shall be submitted promptly by mail to accounting@curevac.com upon delivery including our purchase order number.
- (3) Invoices will only be processed if our information required according to our purchase order, such as order number and order date are included. In the event of non-compliance the responsibility lies entirely with the supplier.
- (4) VAT is to be indicated separately.
- (5) Invoices are due and payable within 14 days from receipt of the proper invoice with a 2 % discount or net within 30 days from receipt of the proper invoice.

- (6) In case of receipt of the goods after such of the invoice the date of receipt of the goods shall apply.
- (7) We are entitled to withhold payments partly or fully, as long and as and to the extent we claim material or legal defects.

§ 4 Offset, Retainer

We reserve all rights to offset or retain payment as provided for by applicable law.

§ 5 Delivery

- (1) All delivery dates stated in the order or otherwise agreed upon are binding. Time is of the essence.
- (2) The supplier shall immediately inform us of any impending or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not apply in the event of a default in delivery.
- (3) Partial delivery is not allowed, unless agreed otherwise in writing.
- (4) In case of default we reserve all rights under applicable law.
- (5) Each order shall include a delivery note with order information.
- (6) The delivered goods must always be shipped according to our delivery instructions and shall include the required documentation according to our specifications. In case of non-compliance the acceptance of the goods can be refused and the delivery can be deemed delayed.

§ 6 Assignment

- (1) The supplier shall not assign its contractual claims against us to third parties partially or in full without our prior written consent.
- (2) Assignment of parts of a claim and assignment of single claims in case of a current account with the supplier shall be excluded.
- (3) We reserve the right to net claims also when these were only assigned after notification of assignment.

§ 7 Subcontracting of contract performance, set-off, Right of retention, seizure

- (1) Without our express consent the performance under the contract shall not be transferred partially or in full to any third parties. In case of such transfer the supplier remains responsible for the performance of the undertakings hereunder. Subcontractors shall be named upon request in writing.
- (2) We have the right to assign orders with all rights and obligations to an affiliated company.
- (3) The supplier is not entitled to set-off claims without our express consent, unless the claim is acknowledged by us and legally binding or confirmed by a ruling of a court of law.
- (4) Retention rights of the supplier are excluded, unless they are resulting from the same contract or are legally binding and confirmed by a court of law.
- (5) If the supplier's claims against us are seized the supplier shall compensate the resulting costs.

§ 8 Passing of Risk, Shipment

The risk of loss or damage to the goods passes to us upon delivery at the agreed place of delivery (DDP Incoterms 2010).

§ 9 Liability, Warranty

- (1) We reserve all rights and remedies for non-conformity as provided under applicable law. We are especially entitled, upon our election, to claim remedy for defects, redelivery of conforming goods and damages.
- (2) With regard to our duty to inspect delivered goods under §377 Abs. 1 HGB (German Commercial Code), we have two weeks for such, as from the date of delivery of goods.
- (3) Any claim due to a defect which is detectable only after the inspection according to § 377 Abs. 3 HGB is to be considered submitted on time if made within two weeks after discovery of the defect.
- (4) In case of imminent danger we are entitled, after giving notice to the seller, to remedy the defects at the seller's cost.
- (5) Warranty claims shall be time-barred after 36 months as from the date of the passage of risk.

§ 10 Product Liability, Insurance

- (1) The seller shall, upon first demand, indemnify and hold us harmless from and against any and all liability or claims of any third parties based on the

manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent conduct.

- (2) The supplier is obliged to compensate expenses according to §§683, 670 BGB (German Civil Code), which result from or are in the context of a recall performed by us.
- (3) The seller shall, at all times during the term of this contract, maintain product liability insurance with an adequate minimum insurance amount of 5 Mio. EURO for each single occurrence of personal and property damage. Further damages shall remain unaffected.

§ 11 Warranty of Title

- (1) The seller warrants that the goods are free from any rights of third parties and that delivery of the goods does not violate any rights of third parties. The seller shall indemnify us, upon first demand, from any claims of third parties in this regard.
- (2) Claims based on defect in title shall be time-barred pursuant to § 9 (5) above.

§ 12 Patent- and property rights

- (1) The supplier is liable for not violating any third party rights, patents, copyrights and any other rights by the supply or the use of goods.
- (2) In case of claims of third parties under §12(1) against us, the supplier shall indemnify and hold us harmless against all such claims upon written request. We will not conclude any agreements in and will particular not agree to any settlements with such third party without the consent of the supplier.
- (3) The undertaking as to indemnity and hold harmless relates to all expenses which occur to us relating to any claim of a third party.

§ 13 Data protection

We are allowed to store and process data to the legally permitted extent according to the Federal Data Protection Act and all other laws applicable.

§ 14 Applicable Law, Jurisdiction

- (1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Tübingen.

§ 15 Severability

In the event that any one or several ones of the provisions or parts thereof contained in this terms and conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this terms and conditions, and all other provisions shall remain in full force and effect.

§ 16 Quality Management

- (1) The supplier will supervise the quality of his achievements and deliveries constantly and check before the delivery in adequate extent. The supplier will document the production and quality control in understandable manner.
- (2) Every qualitative change in is to be notified to us in advance.
- (3) The supplier will check subcontractors prior to any assignment and control at regular intervals.

§ 17 Intellectual Property

- (1) Neither party will acquire any right, title or interest in any background intellectual property of the other party.
- (2) All results of work will be handed to us and shall constitute our confidential information. All results embodied in reports, data carriers and other documents and all other results will become our unrestricted property after payment in full. The supplier will undertake all necessary steps for the purpose of the transfer of contents and rights.