

Terms & Conditions Cube Biotech GmbH

The following general terms and conditions shall apply to all sales and deliveries to business customers in accordance to Paragraph 14 of the German Civil Code, unless otherwise agreed upon. General terms and conditions of the customer shall only be binding for us if we have agreed upon in writing.

1. Our offers are nonbinding. Binding contracts are concluded only by our written order confirmation or by delivery. Our specifications regarding volume, weight, composition, and quality shall be subject to minor deviations at our discretion.
2. Unless otherwise agreed, any specified time of delivery shall be non-binding.
3. Only the products listed in our price list at the time of the conclusion of the contract shall be deemed to be deliverable. We shall be entitled to fulfil an order by deliveries in several instalments. Each instalment can be invoiced separately. Unless otherwise agreed, we reserve a delivery period of 14 days in any case of orders at call, as of the receipt of the customer's order. Any inability to supply resulting of force majeure, work stoppages, labor conflicts, or other unforeseen incidents beyond our control affecting us or our suppliers shall, for their duration and in accordance with their impact, shall relieve us from the obligation to comply with any agreed time of delivery, unless such incident is caused by us with intention or through negligence.
4. a) Unless we have received express shipping instructions, in writing, from our customer, the method of shipment shall be subject to our discretion.
b) Unless otherwise agreed, shipments are effected from either our plant in Monheim, Germany.
c) The risks of loss or damage to goods shipped passes to the customer upon our delivery of said goods to the freight forwarding agent.
5. Our prices include the costs of packaging, but exclude any applicable statutory Value Added Tax. Unless otherwise agreed the costs of shipment shall be at the expense of the customer. The daily price at the date of delivery shall be deemed agreed upon. In the event of a significant increase in price, based on the daily price at the time of the execution of the respective contract, the customer shall be entitled to withdraw from the contract within two weeks. We will accept such withdrawal from contract if the price increase exceeds the increase in price index for commercial goods (Manufacturer prices), Chemical Goods, from the German Federal Statistics Bureau.
6. a) Our invoices are due in full within a period of 30 days after the date of the respective invoice.
b) We shall accept payment by check or bill of exchange only on account of performance. Any discount or bank charges shall be at the expense of the customer.
c) Should the customer become insolvent, or should bankruptcy or reorganisation proceedings be instituted on his behalf, we shall be entitled to claim either payment in advance or an adequate security.
d) The customer shall have no right to set off unless the underlying counterclaims have been conclusively determined by a court or expressly acknowledged by us. In particular the customer shall not be entitled to withhold or to reduce the payment of due bills on the grounds of objections with regard to prior deliveries.
7. a) We shall be entitled to secret lien/retention of title if, at the date of delivery, the customer has not fully discharged all his obligations arising out of his business relationship with us. As long as our retention of title is effective the respective goods shall not be subject to pledges or assignments under a security agreement. This restriction shall not affect the right of customer to sell the goods in the ordinary course of his business.
b) The customer assigns to us, as a security, all claims arising from the resale of our goods delivered under retention of title, up to the amount of our unpaid invoices. We hereby accept

such assignment. Unless otherwise provided by the payer, all payments arising from the resale of our goods delivered under retention of title, shall primarily be credited to that part of the accounts receivable not covered by our security interest.

- c) The customer is obliged to provide any information with regard to the retention of title in the goods delivered or to the accounts receivable arising from the resale thereof, if and to the extent to which necessary to perform our rights. This applies to, but is not limited to, any levy of execution and other forms of seizure or redemption with regard to our goods or any account receivable assigned to us. Any measure which we must adapt in order to protect our said rights shall be at the expense of the customer.
 - d) Notwithstanding our right to collect accounts receivable assigned to us and subject to revocation at any time, the customer shall be entitled to collect such accounts receivable.
 - e) Should our claims shall be secured through the retention of title and the assignment by more than 120%, any surplus of good delivered under retention of title or accounts receivable shall be released accordingly.
 - f) In any case of customer's default on the due performance of any of his obligation to pay, we shall be entitled to take into custody the goods delivered under retention of title until the customer has discharged due payments. Such custody shall not be interpreted as a withdrawal of any sales contract, unless expressly declared by us.
 - g) Upon full payment of our claims against the customer, our rights in the goods delivered under retention of title and in the accounts receivable, shall cease to exist.
8. a) Our products are have been developed for use in scientific research only. Any application of our products for human medical treatment, for diagnostic purposes, or as pharmaceuticals is permitted only if and when such application is authorized both as to the customer and the user under the applicable laws and regulations and, as far as necessary, also approved by the competent government agencies. In addition, such application always requires our prior written consent. Express instructions on the package are the equivalent of such a consent by us; they do not, however, eliminate the requirement of any governmental approval, which might be necessary under the legislation applicable in the user's territory.
- b) Customers who utilize our products for industrial production, do that at their own peril. Since we cannot anticipate or control the possible procedures and processes for such an industrial application of our products, we must reject here any and every form of warranty or liability. Our application instructions in such cases are only to be considered as non-binding recommendations.
9. a) Unless otherwise stipulated in these general terms and conditions, all legal liabilities shall apply with the requirement that in any case of objections on the ground of a defect of goods delivered by us, deficiencies in quantity or deviations in kind, the customer shall notify us in writing within two weeks after delivery to the customer. Objections regarding hidden defects shall be notified to us without delay after their discovery. Any good for which objection shall not have been raised in accordance with the deadlines set above shall be regarded as approved and accepted.
- b) We shall be liable for damages only in a case of wilful misconduct or gross negligence, or where such damages result from a violation of an obligation which is essential to perform the purpose of the contract, furthermore in case of injury to life, body or health, in violation of the product liability law. Inasmuch as our liability for damages is limited a case of wilful misconduct or gross negligence, all claims for damages shall be limited to foreseeable damages.
- c) Any claim under any warranty and any claim for damages whatsoever, shall cease to exist in case of inappropriate handling, use, or processing of our products.
- 10.a) The place of delivery and payment is Monheim. With regard to business customers, or to customers who have their residence outside of the Federal Republic of Germany, the venue for all claims arising from any sale or delivery under these general terms and conditions shall be Monheim. However, we shall be entitled to take legal action in the venue at the

residence of the customer.

b) The laws of the Federal Republic of Germany shall be exclusively applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. These Terms and Conditions have been translated to English only for convenience. Only the German version shall be legally binding.