

Terms and Conditions

1. General

In the absence of any additional written agreement, these Terms and Conditions are the only Terms and Conditions governing transactions between BIOCRATES Life Sciences AG and its partner. Any alternative terms or conditions proposed by the partner shall not apply unless expressly agreed in writing by BIOCRATES Life Sciences AG. This particularly applies to the partner's order and purchase terms and conditions if they conflict with these terms or exclude specific terms. Product delivery terms apply to services accordingly.

2. Conclusion of Contract

The contract is deemed to be concluded when BIOCRATES Life Sciences AG provides written confirmation of the order to the partner after receipt of order. The order is binding on the partner. Any contract modifications or amendments are invalid unless confirmed by BIOCRATES Life Sciences AG in writing.

3. Prices

Prices are quoted ex-works at Eduard-Bodem-Gasse 8, A-6020 Innsbruck, exclusive of VAT. Prices are based on current material and labor costs. Should these costs change, a surcharge on the prices may be made.

4. Delivery

Any delivery dates, unless otherwise expressly confirmed in writing, are given as estimates and are subject to change. Compliance with (confirmed) delivery dates by BIOCRATES Life Sciences AG requires the partner's timely provision of appropriate documentation or material, particularly samples. Deliveries are conditional on the partner accepting a margin of 10 percent on over or under-delivery unless otherwise agreed in writing. BIOCRATES Life Sciences AG reserves the right to make and charge part or advance deliveries. Delivery terms are subject to the occurrence of events beyond reasonable control due to force majeure (armed conflict, official interference or restriction on resources, delay in transportation and customs clearance, traffic hold-up, breakdown of machinery, lack of material and energy, labor difficulties and delayed delivery by suppliers. Lack of material particularly includes non-delivery, delayed delivery or poor quality of the materials required by BIOCRATES Life Sciences AG to complete the order. If any of the above circumstances arise, BIOCRATES Life Sciences AG shall be entitled to extend the delivery date according to the extent and duration of these circumstances and their consequences, without allowing the partner to terminate the contract or claim for damages.

If BIOCRATES Life Sciences AG fails to comply with the delivery terms, the partner may terminate the contract only if a reasonable notice of at least two weeks is given to remedy the breach, and only if BIOCRATES Life Sciences AG is accused of a willful or grossly negligent breach.

Delivery, regardless of the type of shipping, is deemed to be successful when the products leave the premises at Eduard-Bodem-Gasse 8, A-6020 Innsbruck. If, without negligence on the part of BIOCRATES Life Sciences AG, delivery of products ready for shipping is not possible or not desired by the partner, the products can be stored at the partner's cost and risk, and delivery shall then be deemed as performed. The agreed payment conditions shall remain unaffected.

5. Transfer of Risk

a) Shipment of the product/service is at the risk of the partner at all times, regardless of the price agreed upon and even if BIOCRATES Life Sciences AG conducts or organizes the shipment.

b) If shipment from the premises of BIOCRATES Life Sciences AG at Eduard-Bodem-Gasse 8, A-6020 Innsbruck is delayed for reasons BIOCRATES Life Sciences AG is not responsible for, the risk shall pass to the partner from the date the partner is notified that the product is ready for delivery.

Payment of the invoice, unless otherwise agreed, is due in full within 30 days from the invoice date. If payment of the price is not made by the due date, BIOCRATES Life Sciences AG shall be entitled to charge default interest at a rate of 10% above the bank rate. In the event of overdue payment, the partner undertakes to pay a surcharge of € 5 (excluding postage) per reminder as well as the collection agency costs at the rate according to the current regulation. Bills of exchange are accepted only by special arrangement. Collection and discount fees shall be charged to the partner.

The partner is not entitled to withhold or offset payments on the grounds of warranty claims, damage claims or any other counterclaims. BIOCRATES Life Sciences AG accepts checks and bills of exchange only by special arrangement and only for purposes of payment. Collection and discount charges shall be charged to the partner and settled by the partner after notification by BIOCRATES Life Sciences AG without further delay. BIOCRATES Life Sciences AG reserves the right to offset any money held against invoices outstanding. Incoming payments shall first be credited to the interest and then the principal; older arrears shall be paid before the more recent ones. If the partner is in arrears with payment or any other contractual obligation, with or without negligence, BIOCRATES Life Sciences AG may either insist on the fulfillment of the contract and a) postpone the fulfillment of its own obligations until such payments or obligations have been performed by the partner, b) recover the total outstanding amount (payable immediately) and, c) when due, charge default interest at a rate of 10% above the bank rate or terminate the contract without prejudice to any claims for damages after giving a reasonable period of notice.

6. Payment Conditions

Additionally, BIOCRATES Life Sciences AG reserves the right to terminate the contract a) if the partner's ability to pay is in doubt and if the partner, upon the demand of BIOCRATES Life Sciences AG, does not make an advance payment or, before delivery, provide a security which is deemed suitable by BIOCRATES Life Sciences AG, b) without further notice if any bankruptcy proceeding is started against the partner. Additionally, if bankruptcy proceedings are taken against the partner or if the partner discontinues payment, all overdue accounts shall be due immediately. BIOCRATES Life Sciences AG may also terminate the contract for the reasons specified above in the case of incomplete delivery. In the event of termination by BIOCRATES Life Sciences AG, without prejudice to any claims for damages by BIOCRATES Life Sciences AG, services (or part thereof) already performed shall be settled and paid according to contract. However, BIOCRATES Life Sciences AG reserves the right to reclaim products/services already delivered.

7. Reservation of Title

The services delivered to the partner by BIOCRATES Life Sciences AG remain the sole property of BIOCRATES Life Sciences AG until the purchase price is effected in full and until all bills of exchange or checks have been cashed, including interests and costs involved in their collection. This right is reserved as long as BIOCRATES Life Sciences AG has any claims against the partner resulting from other deliveries.

Techniques and methods developed by BIOCRATES Life Sciences AG may not be disclosed to third parties unless otherwise agreed in writing. The partner may not exploit for any commercial purpose the know-how in connection with the services delivered by BIOCRATES Life Sciences AG unless otherwise agreed in writing. In the event of non-compliance, BIOCRATES Life Sciences AG reserves the right to impose a penalty (which may not be reduced at a judge's discretion) of € 20,000 per breach as well as a premium for the disclosure of the know-how which is the intellectual property of BIOCRATES Life Sciences AG. However, BIOCRATES Life Sciences AG reserves the right to claim for additional damages.

8. Warranty

If the partner complies with payment and other obligations towards BIOCRATES Life Sciences AG, BIOCRATES Life Sciences AG shall, according to the delivery terms, warrant the ordered services within the provisions underlying the legal transaction and the service properties described therein. Consumables shall be excluded from warranty. Warranty claims can only be asserted if the partner provides written notification and proof of visible defects immediately after acceptance, and of invisible defects within three days after the defects were discovered. The warranty lasts for 6 months at most and starts at the time of risk transfer. BIOCRATES Life Sciences AG shall also be liable for services obtained from subcontractors, but only within the warranty period given by the subcontractors and only in the way that the warranty claims against the subcontractors are assigned to BIOCRATES Life Sciences AG upon request. Materials provided by the partner shall be delivered to BIOCRATES Life Sciences AG, Eduard-Bodem-Gasse 8, A-6020 Innsbruck at no cost to BIOCRATES Life Sciences AG. Any shipping or delivery fees shall be charged to the partner. The partner shall be liable for all provided materials.

The partner shall bear the burden of proof for the defects of the contractually secured services. A warranty claim shall be limited to repairing or replacing the delivered service and shall in any event be limited to the invoice value of the delivered and defective item. Further claims against BIOCRATES Life Sciences AG by the partner, particularly claims for direct or indirect consequential damage, are excluded. BIOCRATES Life Sciences AG shall cover the shipping expenses and the travel expenses of the personnel of BIOCRATES Life Sciences AG that may be incurred in order to repair or replace the defective items. BIOCRATES Life Sciences AG reserves the right to perform the warranty work at the partner's premises. Services replaced during the warranty period shall become the property of BIOCRATES Life Sciences AG. Defects resulting from negligence or misuse of the service by the partner or third parties are excluded from warranty. BIOCRATES Life Sciences AG shall not be liable for damages caused by third parties. Additionally, reasonable wear and tear of the service or usual variations in the extent and/or quality of the delivered service shall not constitute a defect or non-compliance with the contract. Warranty is void if, without the written consent of BIOCRATES Life Sciences AG, any attempt to repair the delivered services by the partner or an unauthorized third party has been made. Invoices for such repairs shall not be accepted. The original warranty period shall not be extended by any repair or replacement. Recommendations made by employees or representatives of BIOCRATES Life Sciences AG regarding the use of the delivered service are non-binding and offered as a guideline only. The partner carries the risk as to whether the delivered service in a given case is suitable for its purpose. Thus, no warranty is made as to the applicability in a given case.

9. Damages

Any claims for damages against BIOCRATES Life Sciences AG are excluded unless the damage results from gross negligence or willful misconduct of BIOCRATES Life Sciences AG. Gross negligence does not include mere ordinary negligence; gross negligence is any act or failure to act

which is in reckless disregard of harmful consequences which BIOCRATES Life Sciences AG knew or should have known could result from such act or failure to act. The liability of BIOCRATES Life Sciences AG shall in any case be limited to direct damage to the delivery. BIOCRATES Life Sciences AG cannot be held liable for damages to persons, for damages to goods that are not part of the contract, for loss of profit as well as for any consequential damages.

10. Intellectual Property Rights

BIOCRATES Life Sciences AG assumes no liability in the event of the goods infringing any third-party rights such as patent, copyright or trademark. The partner shall indemnify BIOCRATES Life Sciences AG against any third-party claims. To avoid infringement of intellectual property rights, particularly patent or trademark rights, the partner may not export the goods of BIOCRATES Life Sciences AG to third countries. The contents of this document as well as all technical studies are the intellectual property of BIOCRATES Life Sciences AG. No part of this document may be transmitted or disclosed in any form. Any form of reproduction (photocopy, print, microfilm and other methods), copying, processing, modification or dissemination through electronic media requires the written consent of BIOCRATES Life Sciences AG. If new intellectual property rights are created during a project, BIOCRATES Life Sciences AG shall exclusively own them and can claim them for itself and register them, unless otherwise agreed in writing. The partner shall have the right of use of the results created for it only within its company and under this contract. All rights reserved.

10. Final Provisions

All messages, notifications, reminders, deadlines, notices of defects and other legal declarations between BIOCRATES Life Sciences AG and the partner must be made in writing. Place of delivery and payment shall be the headquarters of BIOCRATES Life Sciences AG, even when delivery of the service is made at a different place, according to the agreement. All legal relationships arising from transactions between BIOCRATES Life Sciences AG and the partner shall be exclusively governed by Austrian law, excluding the principles of conflict of laws, as expressly agreed between the parties. Any litigation arising directly or indirectly out of delivery and/or services provided by BIOCRATES Life Sciences AG shall be pursued by the court competent for the subject matter in Innsbruck, Austria. However, BIOCRATES Life Sciences AG reserves the right to apply to any competent court.