

SUNBIOSCIENCE

Terms and conditions of sale

SCOPE OF APPLICATION

These general terms and conditions of sale (hereinafter "GTCS" or "Contract") shall apply to all contracts concluded with SUN bioscience SA, Switzerland. By placing an order, the contract partner (hereinafter the "Buyer"; together the "Parties") accepts the following conditions. Any general terms and conditions of the Buyer shall not be binding on SUN bioscience. SUN bioscience shall be entitled to modify its GTCS any time with immediate effect. Solely the Sales Conditions of SUN bioscience shall apply, even if the Buyer's order contains restrictions or additions to the contrary.

OFFER, ORDER, ACCEPTANCE

Offers and orders in relation to SUN bioscience's products ("Products") submitted orally or by remote data transmission or by e-mail shall only be binding where they are confirmed in writing by SUN bioscience or where the goods have been sent with invoice to the customer. An order of the Buyer is binding for five business days. Offers shall be subject to change unless otherwise agreed upon. SUN bioscience is free to accept or deny any order.

PRICES & PAYMENT

Unless otherwise agreed, prices are in Swiss Francs, exclusive transportation costs, VAT and any duties. Pricing for the product purchased shall be agreed upon by the parties and specified on the confirmation issued by SUN bioscience. Without an explicit mutual agreement, the list prices on the date of the confirmation of SUN bioscience shall apply. List prices are subject to changes by SUN bioscience.

Unless otherwise agreed in writing, the terms of payment shall be net cash within 15 days after receipt of the shipment of the invoice. All payments to SUN bioscience shall be effected in Swiss Francs without any deduction for cash discount, expenses, taxes, levies, fees, duties and the like, unless explicitly agreed otherwise.

If payment is not made when due, SUN bioscience shall be entitled to charge interest on the amount outstanding at any time from the invoice date at a rate that corresponds to 10% per year. In addition, Buyer shall pay SUN bioscience collection expenses in the amount of CHF 40.- each for the first and any subsequent payment reminder. The right to claim further damages is reserved.

The Buyer is not entitled to withhold due payments or to set them off against counter claims, except such counter claims were acknowledged in writing by SUN bioscience or awarded by a legally binding and enforceable judgment.

SHIPMENT & DELIVERY

The delivery dates indicated by SUN bioscience are not binding and are of an indicative nature. The Buyer acknowledges that delivery delays, especially due to production shortages, may occur. SUN bioscience is entitled to make partial shipments.

Shipment shall be EXW SUN bioscience's business address (ex works; Incoterms 2010) unless agreed otherwise in writing. The benefit and the risk of the Products shall pass to the Buyer at the time of their leaving the works of SUN bioscience.

The Products sold shall remain SUN bioscience's property, until the entire purchase price and possible additional costs under the contract have been paid. Upon SUN bioscience's request, the retention of title has to be recorded in the respective public registry and the Buyer is obliged to participate in such registration.

DATA PROTECTION

SUN bioscience shall be entitled to use all relevant Buyer data under the provisions of the Federal Act of 19 June 1992 on Data Protection (FADP) for its own purposes.

COMPLAINTS, WARRANTIES & LIABILITY

The Buyer shall immediately after the receipt of the Products inspect whether the nature and quantity correspond to the contractual agreement. Defects that are detectable with proper inspection of the Products and deliveries of Products and quantities other than those ordered must be claimed within seven business days of receipt of the goods. If the Buyer fails to raise timely complaints, then the Products shall be deemed accepted in terms of quality and quantity.

SUN bioscience shall assume no liability whatsoever for the quality and validity of data generated by the use of Products from SUN bioscience. This shall also apply to all products sold by SUN bioscience.

If the Buyer passes to third parties data that was generated with Products supplied by SUN bioscience, then the Buyer shall indemnify SUN bioscience against all claims asserted by third parties against SUN bioscience directly or indirectly (e.g. by way of recourse) due to the quality and validity of the data generated.

The foregoing limitations of liability shall not apply to:

- a) damage caused intentionally;
- b) damage resulting from injury to life, limb or health caused by negligent breach of duty by SUN bioscience or intentional breach of duty by one of their legal representatives or agents;
- c) other damage resulting from grossly negligent breach of duty by SUN bioscience or intentional or grossly negligent breach of duty by one of their legal representatives or agents;
- d) damage resulting from negligent breach of a cardinal duty by SUN bioscience (in the case of Products ordered, the cardinal duty by SUN bioscience is to dispatch the Products ordered, unless otherwise agreed upon) and
- e) liability under mandatory statutory regulations (e.g. product liability law).

CANCELLATION OF ORDERS & RETURN OF PRODUCTS

If an order is cancelled by the Buyer prior to delivery of the Products, then SUN bioscience shall be entitled to charge the Buyer all costs incurred by the cancellation. This shall apply in particular for cancellation fees that SUN bioscience is charged by their suppliers. Return of Products that are free of defects shall only with the express consent be effected free house to SUN bioscience.

AUTHORIZED USES

Products are sold for Laboratory Research Use Only, Not For Diagnostic or Therapeutic Use, and are not to be administered to humans. Products bearing the CE mark are For In Vitro Diagnostic Use Only, and provided for professional use in the European Union (EU) and EFTA member states. Products marked as "single-use" are for single-use only. Do not reuse, reprocess or re-sterilize single-use products. SUN bioscience assumes no liability with respect to products reused, reprocessed or re-sterilized and makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, with respect to any such products.

INTELLECTUAL PROPERTY

All intangible rights pertaining to any materials and Products provided by SUN bioscience such as but not limited to drawings, drafts, technical specifications, shall remain SUN bioscience's property and may not be in whole or in part copied or passed on to a third party without the prior written acceptance of SUN bioscience. Likewise, the Products supplied may not be manufactured, imitated or passed on to a third party with such purpose in mind.

The Buyer shall handle and store the Products in accordance with the current state of scientific knowledge, applicable laws and regulations. The Buyer shall not use the Products for any clinical application. In particular, these GTCS do not provide for any explicit or implicit license to commercially use the Products apart from research purposes, unless agreed otherwise in writing.

The Buyer shall not analyze or reverse engineer the Products for any purpose. In addition, the Buyer shall not reproduce biological and chemical entities, including but not limited to, cell-based models, media, assays reagents, cell-based assays and chemical or biological compounds, which are based on the Products or any corresponding information provided by SUN bioscience for any purpose.

FORCE MAJEURE

SUN bioscience shall not be liable for failing or delayed fulfilment of supplies if the cause is force majeure, such as fire, government intervention or intervention by other public authorities, strike, lockout, export and/or import bans, vandalism, currency restrictions, delayed and/or defective supplies from subcontractors or any other cause beyond the control of SUN bioscience.

ARBITRATION

This GTCS shall in all respects be governed by and construed in accordance with **substantive Swiss law**, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising out of or in relation with these GTCS including disputes about the validity of the constitution of this Agreement, its legal effects, its modification or dissolution, shall be judged by the **ordinary courts of LAUSANNE, Switzerland**.

DEFINITIONS

The "SUN bioscience Group of Companies" shall mean: SUN bioscience S.A., SUN bioscience A.G., SUN bioscience Ltd. and such other companies as may be added or removed from time to time.