

**TERMS AND CONDITIONS OF SALE AND RESEARCH & DEVELOPMENT**

- 1. General Conditions** - These conditions apply for all of the deliveries and research and development services SiChem is contracted to provide. Within the framework of ongoing business relations, these conditions also apply for future transactions, even if these conditions are not explicitly agreed upon again. Except where individual contractual agreements have been made, SiChem's General Conditions apply exclusively. No other rules shall become part and parcel of the contract, even if SiChem has not explicitly raised objection to them.
- 2. Deliveries, claims and delays** - All deliveries are FCA SiChem's shipping point. Shipping and Handling Charges are quoted and invoiced to Customer. Delivery of the goods to the carrier at SiChem's shipping point shall constitute delivery to Customer and Customer shall bear all risk of loss or damage in transit. SiChem reserves the right, in its discretion, to determine the exact method of shipment.

SiChem is entitled to make partial deliveries and to issue partial invoices.

Immediately upon Customer's receipt of any goods shipped hereunder, Customer shall inspect the same by either LIQUID CHROMATOGRAPHY-MASS SPECTROMETRY (LC-MS) or HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) or by NUCLEAR MAGNETIC RESONANCE (NMR), and shall notify SiChem in writing of any claims for shortages, defects or damages, and shall hold the goods for SiChem's written instructions concerning disposition. Notification must contain the results of the a.m. analysis in original and precisely describe the nature and extent of the defects. Variations and/or deviations of consistency (i.e. colour or texture) of any goods delivered shall in no case be deemed to constitute a defect of any kind. If Customer shall fail to so notify SiChem within five days after Customer has received the goods, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Customer. SiChem will in any case not accept others than the afore-mentioned analysis methods.

SiChem shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond SiChem's reasonable control, including, without limitation, unsuccessful reactions, act of Customer, embargo or other governmental act, regulation or request affecting the conduct of SiChem's business, fire, explosion, accident, theft, vandalism, riot, acts of war, acts of terror, strikes or other labour difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labour, fuel, materials, supplies or power at current prices.

In case of delay or failure to manufacture, deliver or otherwise perform hereunder SiChem shall not be liable to Customer or any other party in interest under any legal theory, for any damage, claim or likewise unless such damage, claim or likewise is caused solely by SiChem's gross negligence or wilful misconduct. In no event shall SiChem's aggregate liability arising out of any contract exceed the contract sum.

- 3. Payment** - Terms of payment are net 30 days of date of invoice. If the financial condition of Customer results in the insecurity of SiChem, in its sole and unfettered discretion, as to the ultimate collectability of the contract price, SiChem may, without notice to Customer, delay or postpone the delivery of the products, and SiChem, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Customer in the payment of the purchase price or otherwise, of this or any other order, SiChem, at its option, without prejudice to any other of SiChem's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Customer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Customer agrees to pay the balance then due to SiChem on demand. Customer agrees to pay all interest, costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Customer in any of the terms hereof.
- 4. Research and Development Contracts** – In case a product ordered by the Customer is not shown in our catalogue the parties agree that this order shall be understood as a research and development contract. Where the General Conditions do not provide any other regulation, the provisions of Service Contract Law (Art. 394 et seq. Swiss Law on Obligations (OR)) shall apply on research and development contracts. The research and development project shall comprise the work defined in SiChem's offer. Where the offer or the research and development contract includes a period of performance or deadlines, these shall only be deemed to be binding after express written consent by SiChem. Should SiChem recognize that the binding period of performance or deadlines cannot be met then it shall notify the Customer of the reasons for delay and the parties shall agree on an appropriate adjustment.

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The fee shall be a fixed price. SiChem shall immediately notify the customer if it foresees that the result intended by the research and development contract cannot be achieved at the agreed fee or at all. In case SiChem and/or the Customer decide that the result intended by the research and development contract cannot be achieved at the agreed fee or at all, the parties either agree on an adjustment of the fee or, if they fail to do so, each party may withdraw from the contract. In case of withdrawal SiChem shall, then, be compensated by the customer for the already incurred time, costs and expenses in a reasonable relation to the originally fixed price less time, costs and expenses SiChem saved by this withdrawal.

SiChem reserves any and all property rights to the new development. SiChem is not obliged to protect, register, maintain or defend its rights. The Customer shall be granted a non-exclusive right of use solely for laboratory research purposes.

5. **Taxes and other charges** - Any use tax, sales tax, excise tax, VAT, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between SiChem and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event SiChem is required to pay any such tax, fee or charge, Customer shall reimburse SiChem therefore; or, in lieu of such payment, Customer shall provide SiChem at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
6. **Pricing** - Prices shown are in Euro and are subject to change. Please call us for current prices if you require this information prior to placing your order. SiChem is bound to its written quotations for 30 days.
7. **Warranties** - SiChem warrants that its products shall conform to the description of such products as provided to Customer by SiChem through SiChem's catalogue, analytical data or other literature. THIS WARRANTY IS EXCLUSIVE, AND SICHEM MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SiChem's warranties made in connection with this sale shall not be effective if SiChem has determined that Customer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by SiChem.

SiChem's sole and exclusive liability and Customer's exclusive remedy with respect to products proved to SiChem's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, upon the return of such products in accordance with SiChem's instructions. SICHEM SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SICHEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SICHEM'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

All claims must be brought within one (1) year of shipment, regardless of their nature.

8. **Compliance with laws, regulations** - SiChem certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the laws of the Federal Republic of Germany.
9. **Customer's use of products** - SiChem's products are intended primarily for laboratory research purposes and, unless otherwise stated on product labels, in SiChem's catalogue or in other literature furnished to Customer, are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Customer acknowledges that the products have not been tested by SiChem for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in SiChem's literature furnished to Customer. Customer expressly represents and warrants to SiChem that Customer will properly test, use and manufacture any products purchased from SiChem and/or materials produced with products purchased from SiChem in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Customer further warrants to SiChem that any material produced with products from SiChem shall not be adulterated or misbranded within the meaning of the law.

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Customer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from SiChem. Customer also has the duty to warn Customer's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Customer agrees to comply with instructions, if any, furnished by SiChem relating to the use of the products and not to misuse the products in any manner. If the products purchased from SiChem are to be repackaged, relabelled or used as starting material or components of other products, Customer will verify SiChem's assay of the products. No products purchased from SiChem shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.

- 10. Customer's Representations and Indemnity** - Customer represents and warrants that it shall use all products ordered herein in accordance with Paragraph No. 9 "Customer's Use of Products", and that any such use of products will not violate any law or regulation. Customer agrees to indemnify and hold harmless SiChem, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that SiChem may sustain or incur as a result of any claim against SiChem based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Customer, its officers, agents, employees, successors or assigns, by Customer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of SiChem's products, or by reason of Customer's failure to perform its obligations contained herein. Customer shall notify SiChem in writing within fifteen (15) days of Customer's receipt of knowledge of any accident, or incident involving SiChem's products which results in personal injury or damage to property, and Customer shall fully cooperate with SiChem in the investigation and determination of the cause of such accident and shall make available to SiChem all statements, reports and tests made by Customer or made available to Customer by others. The furnishing of such information to SiChem and any investigation by SiChem of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by SiChem.
- 11. Patent disclaimer** - SiChem does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any European, United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.
- 12. Technical Assistance** - At Customer's request, SiChem may, at SiChem's discretion, furnish technical assistance and information with respect to SiChem's products. SICHEM MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SICHEM OR SICHEM'S PERSONNEL. ANY SUGGESTIONS BY SICHEM REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SICHEM.
- 13.** The United Nations Convention on Contracts for the International Sale of Goods (CISG) in the English version shall apply. Outside the application of the UN Sales Convention, the legal relationship between the parties is governed by Swiss law, namely by the Swiss law of obligations (OR), exclusive the law on the conflict of laws.
- 14.** EXCLUSIVE PLACE OF JURISDICTION AND THE PLACE OF PERFORMANCE IS BREMEN. SICHEM SHALL HAVE THE RIGHT TO BRING A CLAIM BEFORE A COURT AT THE CUSTOMER'S PRINCIPAL PLACE OF BUSINESS OR BEFORE ANY OTHER COURT BEING COMPETENT ACCORDING TO ANY NATIONAL OR INTERNATIONAL LAW.
- 15.** Should individual provisions of these Conditions be or become invalid, then this shall not be deemed to have any impact on the remainder of the Conditions. Should the Conditions become incomplete due to the invalidity of one or several of the terms hereof or due to any other circumstances during performance of any order, then the parties undertake to jointly establish such a substitute provision or such substitute provisions as in its/their economical result will be coming as close as possible to the provision(s) thus having become invalid.