

General Terms and Conditions (GTC) of Belimed Life Science AG

1. SCOPE AND APPLICATION

- 1.1. These General Terms and Conditions (the "GTC") govern the contractual relationship between the customer ("Customer") and Belimed Life Science AG ("Belimed").
- 1.2. The GTC shall apply to the delivery of products and to plant engineering (the "Products") and to services of any kind ("Services"). They apply to all Products and Services (collectively the "Products and Services"), which are procured from Belimed by the Customer, even if no reference is made to the GTC in the individual case.
- 1.3. Any general terms and conditions of the Customer are excluded.

2. CONCLUSION AND ELEMENTS OF THE AGREEMENT

- 2.1. Offers by Belimed shall be valid for a duration of 30 days, provided that the offer does not specify a different period of validity.
- 2.2. An agreement (the "Agreement") shall be concluded as follows: a) either by means of acceptance of an offer by Belimed or b) in case of an order without previous offer by means of issuance of an order confirmation by Belimed or c) by means of mutual signature of a contractual document.
- 2.3. If performance by Belimed requires a governmental permit, the Agreement shall only enter into effect once such permit has been granted.
- 2.4. Brochures and catalogs shall not be binding. Specifications in plans, drawings and technical documents shall only be binding if they are referred to explicitly in the Agreement.
- 2.5. Offers and any project documents are confidential and may not be disclosed by the Customer to third parties without the consent of Belimed.
- 2.6. An Agreement concluded pursuant to clause 2.2 and signed by both parties shall have priority over the GTC.

3. PRODUCTS AND SERVICES OF BELIMED

Products and Services of Belimed are specified in the Agreement in an

exhaustive manner.

4. OBLIGATIONS OF THE CUSTOMER

- 4.1. The Customer shall – in a timely manner – create the conditions necessary for Belimed to perform its contractual duties. This shall include in particular the access of Belimed to the business site, the provision of the building interfaces (including access to the IT-network) and the supply medias in the required quality pursuant to the technical requirements of Belimed.
- 4.2. If the Customer fails to fulfill his obligations, Belimed may – after granting an extension of time in writing – withdraw from the Agreement and claim damages (including compensation for lost profits).
- 4.3. The Customer may use Products of Belimed only in accordance with their purpose. In this regard, the Customer is obligated to use qualified personnel and observe any and all regulatory provisions which are related to the usage of the Products.

5. DATES

- 5.1. Dates and terms of delivery are only guidelines, unless they are specified as being binding in the Agreement.
- 5.2. Dates and terms of delivery are extended appropriately, if the Customer or third parties has or, as the case may be, have fallen behind with the tasks or works it or, as the case may be, they are responsible for, or if obstacles arise, which Belimed – despite application of due care – is unable to avert, such as the absence of permissions, the issuance of governmental restrictions on imports and similar measures and in case of force majeure.
- 5.3. If liquidated damages for the breach of a binding term of delivery are agreed, such liquidated damages shall amount to 5% of the contract price at most. By paying the liquidated damages, any and all claims of the Customer concerning late delivery are satisfied.

6. PRICES

- 6.1. The Customer shall pay the price specified in the Agreement.
- 6.2. Services shall be remunerated on a time and material basis pursuant to the rates

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of Belimed in force at the time, provided that nothing to the contrary is agreed upon in the Agreement.

- 6.3. Subject to a differing agreement, all prices are net ex-works (Incoterms 2010), without packaging and without any deductions.
- 6.4. In the event that the production costs of Belimed increase between the time of conclusion of the Agreement and delivery (e.g. due to material change of the currency exchange rates, prices of third party products or the prices of raw material), Belimed may change the price.

7. INVOICING AND PAYMENT

- 7.1. Payment shall be effected at the domicile of Belimed without deduction of any prompt-payment discount, expenses, charges, fees, duties and the like.
- 7.2. Invoices of Belimed shall be paid with a payment period of 30 days from the date of the invoice. Should the invoice not be paid within this period, the Customer shall be in default of payment without further notice and owe an interest on arrears of 8% p.a.
- 7.3. The dates of payment shall also be observed if the shipping, the transport and the potential assembly or operation is delayed due to reasons, for which Belimed is not responsible.
- 7.4. If the Customer is in default with respect to a payment or if Belimed is forced to anticipate that the Customer will fail to pay an invoice, Belimed may, without prejudice to any of its other claims and rights, suspend any further performance under the Agreement or withhold further deliveries, until new terms of payment and delivery or, as the case may be, securities are agreed upon. If no respective agreement can be found within a reasonable amount of time, Belimed may withdraw from the Agreement and claim damages (including compensation for lost profits).

8. RESERVATION OF TITLE

- 8.1. Belimed shall remain proprietor of any Products until full payment. As long as such reservation of title is in force, the Customer may not sell, encumber or

dispose of the Products in any other fashion.

- 8.2. The Customer is obligated to cooperate with respect to measures which are necessary to safeguard Belimed's title; in particular, the Customer empowers Belimed herewith to register a reservation of title in public registers at the domicile of the Customer. Any fees arising in relation thereto shall be borne by the Customer.

9. PASSING OF RISK AND PLACE OF PERFORMANCE

- 9.1. Subject to a differing agreement, the passing of risk shall occur at the moment of delivery ex works (Incoterms 2010).
- 9.2. If the shipping is delayed due to the request of the Customer or due to other circumstances, for which Belimed is not responsible, the passing of risk to the Customer shall occur at the time originally intended. From this moment onwards, Products shall be stored on the account and on the risk of the Customer.
- 9.3. Subject to a differing agreement, the place of performance for Services shall be at the domicile of Belimed.

10. TRANSPORTATION AND INSURANCE

- 10.1. Transportation is effected on the account and risk of the Customer.
- 10.2. Insurance against damages of any nature is the responsibility of the Customer.
- 10.3. Any special requests concerning shipping, transport and insurance shall be notified to Belimed in a timely manner.
- 10.4. Packaging is charged additionally by Belimed and will not be taken back. If the packaging is specified as being Belimed's property, Customer is required to send the packaging back to the point of departure at its own cost.
- 10.5. Complaints of the Customer in connection with the shipping or transport shall be directed – without any delay – to the last carrier upon receipt of the delivery or the freight documents.

11. CHANGES TO THE PRODUCTS AND SERVICES

Both parties may request changes to the

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Products and Services. If such changes lead to additional costs or expenses, Belimed shall be compensated by the Customer in relation thereto.

12. INSPECTION AND ACCEPTANCE

- 12.1. Belimed shall inspect the Products before shipping insofar as such inspection is customary. If Customer requires additional inspection, such additional inspection shall be agreed upon separately and paid for by the Customer.
- 12.2. Where no special inspection period is agreed upon, the Customer shall inspect Products without delay. Any defects shall be notified without delay in writing within 10 days upon delivery at the agreed location. Where the Customer fails to perform the inspection or fails to notify Belimed of detected defects, the relevant Products shall be deemed accepted.
- 12.3. Only defects that significantly impair the use of Products shall entitle the Customer to refuse acceptance. Belimed shall be given the opportunity to remedy such defects, it being understood that Belimed shall be given a reasonable deadline to perform such remedy.
- 12.4. All other defects shall be considered insignificant, and shall not entitle the Customer to such refusal. Such insignificant defects are, however, to be remedied by Belimed as part of its warranty obligations.
- 12.5. A special inspection test shall only occur where agreed upon or where customary. In such case, the inspection test shall be logged.
- 12.6. In the following circumstances an acceptance shall also be deemed to have occurred: a) if an agreed inspection test does not occur on an agreed date due to reasons, for which Belimed is not responsible; b) if the Customer refuses acceptance without being entitled to do so; c) if the Customer – without reason – refuses to sign the duly prepared acceptance protocol, even though the conditions to the acceptance are satisfied; d) as soon as the Customer uses a Product of Belimed.

13. PROCESS VALIDATION

It is the Customer's responsibility to validate the production processes in its business pursuant to the applicable regulatory provisions. Any necessary performance tests in relation thereto are performed autonomously by the Customer. Belimed supports the Customer in relation thereto pursuant to and in case of a separate, special assignment.

14. SOFTWARE AND INTELLECTUAL PROPERTY

- 14.1. Where a Product includes software, the Customer shall be granted the non-exclusive and non-transferrable right to use the software for the contractually specified purpose. For software of third-party manufacturers, their license terms shall apply exclusively. Subject to a different agreement, the right to use shall neither extend to the source code of the software nor shall it entitle the customer to edit the software. It is prohibited to copy and to decompile the source code.
- 14.2. Any intellectual property rights relating to Products and Services shall be the sole property of Belimed.

15. WARRANTY

- 15.1. In this clause 15, warranty obligations of Belimed or, as the case may be, warranty rights of the Customer are specified in an exhaustive manner; thus, any statutory warranty obligation or, as the case may be, right, is excluded.
- 15.2. Belimed warrants that the Products shall have the agreed properties as well as any properties generally presupposed and that the Services are performed with due care and diligence.
- 15.3. For used Products and for consumables and wear and tear parts, any and all warranty is excluded.
- 15.4. The warranty shall not apply and thus be void where the occurrence of the defect was contributed by the Customer, a third party or a random event, in particular in the following cases: improper assembly (if such assembly was not assumed by Belimed), undue or improper usage (in particular in case of nonobservance of the instruction manual, dedication of personnel without or with inadequate training, excessive usage as well as usage of

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improper resources or accessories), omitted or insufficient maintenance, improper repairs, usage of inadequate spare parts, chemical or electrolytic effects.

- 15.5. The Customer shall inspect the Products after their delivery without delay, notify Belimed of any determined defects without delay and implement any and all appropriate measures with respect to the mitigation of damages. In the event that the Customer fails to observe the afore-said obligations, any and all warranty rights shall be excluded.
- 15.6. The warranty period is 12 months. It begins with the shipping of the Products. If Belimed is responsible for the assembly, the warranty period shall begin upon acceptance. If the shipping, assembly or acceptance is delayed due to reasons, for which Belimed is not responsible, the warranty period shall expire 18 months after the notification of readiness for shipment.
- 15.7. During the warranty period, the Customer shall be entitled to remedy of defects. If Belimed has neither effected an inspection of the installation, nor has Belimed supported the Customer with respect to the functional test nor is the defective Product maintained by Belimed, the warranty rights of the Customer shall be limited to the free delivery of the spare parts necessary for the repair of the Product. The replaced parts shall be returned to Belimed free of charge.
- 15.8. Replaced parts shall become Belimed's property.
- 15.9. With respect to remedied defects, the warranty period shall be 6 months. It shall – in any case – amount to 24 months at most, beginning with the shipping of the original delivery.
- 15.10. Where Belimed is unable to remedy a detected defect, the Customer shall, with respect to proven defects and after setting a reasonable extension of time in writing, be entitled to request a reduction of the price corresponding to the impact in value. In addition and only in the event of significant defects, the Customer shall also be entitled to withdraw from the Agreement.
- 15.11. Any warranty rights of the Customer relating to third party products shall exist

exclusively vis-à-vis the third party manufacturers and in accordance with their warranty conditions. Any warranty of Belimed on its own shall be excluded in this regard. Instead, Belimed shall – in the interest of the Customer – assert the Customer's warranty rights against the third party manufacturer where it is expedient and reasonable.

16. MAINTENANCE

Products which are subject to regulatory provisions shall be maintained pursuant to the respective requirements and by personnel qualified for such maintenance. After the expiry of the warranty period, the Customer shall be responsible for maintenance, unless he has assigned this task to Belimed.

17. TRACEABILITY

The Customer shall notify Belimed if he resells, leases or changes the location of Products which are subject to regulatory provisions. The notification shall include information concerning the identity and the business of the recipient, the new location and the serial number of the Product.

18. OBLIGATION TO NOTIFY

- 18.1. With respect to Products which are subject to regulatory provisions, the Customer has an obligation to notify vis-à-vis the competent regulatory body pursuant to the regulatory provisions (e.g. in case of defects).
- 18.2. The Customer shall notify Belimed of any events triggering an obligation to notify. This duty shall also apply after the expiry of the warranty period.

19. LIABILITY

- 19.1. Belimed shall be liable for damages incurred by the Customer due to a culpable breach of contract by Belimed – regardless of the legal reason – for an amount up to the contract value of the Agreement.
- 19.2. Liability for loss of profits, unrealized savings, indemnification for third party claims, damages from interruptions of operations as well as for any and all indirect and consequential damages shall be excluded.

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- 19.3. The limitation of liability stipulated in this clause does neither apply to personal injury nor to damages caused intentionally or by gross negligence. For such damages, Belimed shall be liable without limitation.
- 19.4. The Customer shall hold Belimed harmless for any and all damages resulting from Customer's failure to observe regulatory provisions and the fact that third parties (including the authorities) assert claims against Belimed as a consequence thereof.

20. FORCE MAJEURE

- 20.1. Force majeure refers to events over which the parties have no control. Situations of force majeure include in particular: Disruptions of the public power supply and the communications and transportation infrastructure, governmental measures, virus or hacker attacks, fire, extraordinary weather events, epidemics, nuclear and chemical accidents, earthquakes, war, terrorist attacks, strikes and sabotage etc.
- 20.2. Where a party is prevented from fulfilling its contractual obligations in whole or in part due to force majeure, the party concerned shall be released from its liability due to non-performance as long as the force majeure event continues.
- 20.3. In case of a lasting force majeure event, either party may terminate the Agreement retroactively as per the date the force majeure started to occur. Products which are delivered and Services which are performed up until this date shall be remunerated.

21. FINAL PROVISIONS

- 21.1. Changes of or amendments to the Agreement or the GTC require the written form and the signature by both parties.
- 21.2. The Customer does not have a right to set-off, unless his claims are acknowledged by Belimed in writing or established through judicial proceedings.
- 21.3. The invalidity or voidability of any provision or any provisions of an Agreement do not render the other provisions invalid. The invalid or voidable provision shall be replaced with a different valid and

enforceable provision, which comes as close as possible to the legal and economical content of the replaced provision.

- 21.4. An Agreement shall be exclusively governed by and construed in accordance with the laws of Switzerland with the exclusion of its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods for 11 April 1980.
- 21.5. Any dispute, controversy or claim arising out of or in relation to an Agreement shall be exclusively resolved by the courts at the legal domicile of Belimed.