

# General Terms and Conditions

of  
Chimera Biotec GmbH

The sale of goods of Chimera Biotec GmbH (hereinafter referred to as the "Seller") to entrepreneurs within the meaning of § 14 German Civil Code ("*Bürgerliches Gesetzbuch*", "*BGB*") shall exclusively be governed by the "General Terms and Conditions of Chimera Biotec GmbH" in the version respectively in effect at the time of the conclusion of each contract. Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their applicability in writing. This shall also apply in the case that the Seller, with knowledge of contradictory or deviating terms and conditions of the Buyer, performs the contract without making a statement of reservation. In any case, the Buyer's consent to these General Terms and Conditions shall be deemed given, when the Buyer breaks the seal on the outer packaging of the Seller's goods, unless it returns the goods with untouched inner packaging within ten (10) business days following the breaking of the seal, however not later than twenty (20) days following shipment, to the Seller for a full refund. The Seller undertakes to inform the Buyer of this effect of opening the outer packaging with a clearly visible seal on the outer packaging.

1. Seller's offers are subject to change without notice. The Seller shall reserve the right to make minor deviations from its specifications concerning dimensions, weight, condition and quality.
2. a) Delivery dates shall be approximate, unless the Seller has recognized such in writing to be binding.  
b) Should Seller fail to meet a stipulated delivery date, Buyer may only after unsuccessful expiration of a reasonable period of grace set by it rescind the contract or claim for damages instead of the performance ("*Schadenersatz statt der Leistung*"). This does not apply insofar, as Seller is responsible for his failure to meet the delivery date, or the setting of a period of grace is dispensable pursuant to §§ 323 para. 2 or 281 para. 2 of the German civil code (BGB). In case of a partial fulfillment by the Seller, the Buyer shall only be entitled to rescind the entire contract ("*Rücktritt vom ganzen Vertrag*"), if it has no interest in the performance taking into account an objective standard.
3. Only those units listed in the Seller's currently valid price lists shall be deliverable. Seller shall be authorized to make deliveries in installments. Each installment may be invoiced separately. With orders deliverable on call, notice thereof must be made at least two weeks prior to the designated delivery date.
4. Force majeure, company shutdowns, labor disputes or other impediments which are outside the Seller's responsibility which affect the Seller or its suppliers shall release the Seller from the contractual delivery obligations for the term of the disruption and its effects.
5. a) Seller shall determine the type and manner of shipping, insofar as not otherwise instructed in writing by the Buyer.  
b) Shipping shall be made ex works Dortmund, insofar as not otherwise agreed.  
c) Buyer shall bear the risk of incidental loss or incidental deterioration of the goods shipped as soon as the Seller hands over the goods to the shipping carrier.
6. a) Prices shall include the packaging costs. Value added tax shall be added thereon. Buyer shall bear the shipment costs, insofar as not otherwise agreed.  
b) Should Seller, after expiration of four months from the date of the conclusion of the sales contract, i.e. usually after Seller's order confirmation, generally increase or reduce its prices, then the prices in effect on the delivery date shall apply.
7. a) Seller's invoices shall be payable without deductions within eight days from the date of delivery.  
b) Bills of exchange shall not be accepted as a means of payment. Checks shall only be accepted pending full discharge of the debt.  
c) In the event of late payment, Seller shall assess interest as of the due date, without a dunning notice, in the amount of 8 percent points above the base interest rate within the meaning of § 247 BGB.  
d) Buyer may only set-off its own claims against due payments or claim a right of retention insofar as its claims are determined with *res judicata* effect, are non-disputed or are recognized. In addition, Buyer shall not be permitted to assign its claims against Seller.
8. a) Seller reserves ownership title to the goods delivered by it until the Buyer has discharged all of its obligations arising out of the business relationship with Seller. The goods subject to reservation of title may neither be pledged nor transferred as security. Buyer shall only be authorized to sell the goods subject to the reservation of title in the ordinary course of its business.  
b) To secure Seller's claims from the business relationship with the Buyer, Buyer herewith now assigns to the Seller a first-priority creditor right to its accounts receivable resulting from the resale of the goods subject to reservation of title in the amount of the Seller's invoice. Payments which the Buyer receives as payment for the sale of goods subject to reservation of title shall first be credited to that part of the total accounts receivable not assigned to the Seller, insofar as the payer does not expressly state otherwise.  
c) Insofar as reservations of title in the Seller's favor exist or accounts receivable of the Buyer are assigned to the Seller, then the Buyer shall be obligated to provide any information necessary for the protection of the Seller's rights. This shall apply, in particular, to attachments or other forms of seizure or arrest by third parties on the goods or any accounts receivable assigned to the Seller. The costs of any interventions shall be borne by the Buyer.  
d) Subject to revocation of such right, the Buyer shall be authorized to collect the accounts receivable assigned to the Seller. The Seller's right to collect the assigned accounts receivable itself shall remain unaffected hereby.

- e) Insofar as the value of the security granted exceeds the amount of the Seller's claims by more than 20%, the Seller shall be obligated to re-assign the security in the respective amount.
  - f) Upon the full performance of Seller's claims, including all auxiliary claims, the respective security shall be automatically transferred back to the Buyer without a special transfer action.
- 9.
- a) The purchase of the goods only conveys to Buyer the license to use the purchased goods according to the product manual and subject to the following license conditions.
  - b) Seller's goods are designed exclusively for use in scientific research and development. Any use of the Seller's goods for human medical treatment, for in vitro diagnostic purposes, or as pharmaceuticals shall not be permitted; under no circumstance Chimera's products may be used for the detection of Creutzfeldt-Jakob disease (CJD) in blood or other human body fluids.
  - c) Any copying, disassembling, analyzing, sequencing or other form of reverse engineering of Seller's goods is expressly forbidden.
  - d) Any resale of the goods delivered by the Seller is only permitted if the Buyer agrees with its customer to bind the customer to terms identical to this item 9 a) - e) in favor of the Seller.
  - e) THE BUYER HEREBY ASSIGNS ANY RIGHTS, INCLUDING, BUT NOT LIMITED TO PATENTS AND PATENT APPLICATIONS, THAT IT MAY OBTAIN DUE TO A VIOLATION OF ITS OBLIGATIONS UNDER ITEMS 9a), b), c) OR d) TO THE SELLER, WHICH ACCEPTS SUCH ASSIGNMENT. FURTHERMORE, THE BUYER SHALL PAY TO THE SELLER A ROYALTY IN THE AMOUNT OF 30% OF ALL NET SALES OF PRODUCTS DEVELOPED DUE TO SUCH VIOLATION. FURTHERMORE, THE BUYER SHALL INDEMNIFY AND HOLD HARMLESS THE SELLER OF ANY THIRD PARTIES CLAIMS BASED ON SUCH VIOLATION, AND SHALL BE LIABLE FOR ANY DAMAGES OF THE SELLER INsofar AS THEY HAVE NOT BEEN CURED BY THE AFORESAID PROVISIONS.
- 10.
- a) Notifications of defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing at the latest within one week after receipt of the goods. Latent defects shall be notified without undue delay after their discovery. The failure to observe these deadlines shall result in the automatic loss of any warranty claims which might otherwise have existed.
  - b) In case of justified objections, the Seller shall within a reasonable period supply the missing quantities, or, at Seller's discretion, replace the goods or rectify the defect.
  - c) Should the Buyer have set a reasonable period of grace for subsequent performance within the meaning of Item 10 b), then the Buyer can, after unsuccessful expiration of the period set by it, demand either a reduction of the purchase price or rescind the contract. The requirement of the setting of a reasonable period of grace does not apply insofar as the setting of a period of grace is dispensable pursuant to § 323 para. 2 BGB, the subsequent performance failed, is unacceptable for the Buyer or has been refused by the Seller. In case of delivery of defective goods, the Buyer shall only be entitled to rescind the contract if it has no interest in the performance taking into account an objective standard.
  - d) The Seller shall be liable in accordance with the statutory provisions for damages which were caused by intentional misconduct or gross negligence of the Seller's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the German Product Liability Act, for initial impossibility insofar as the Seller had known or should have known of the initial impossibility at the time of the conclusion of the contract, for its performance of its essential obligations, and for stipulated attributes of the goods sold, insofar as the Seller assumed a guarantee for their attributes. The Seller shall be liable for damages in the amount of the typical and foreseeable losses resulting from negligent violations of Seller's essential contractual obligations or fundamental obligations and for damages caused by Seller's employees as a result of gross negligence or intention without violating essential contractual provisions or fundamental obligations. In case of a partial performance or the delivery of defective goods, the Buyer shall be entitled to damages instead of the entire performance ("Schadensersatz statt der ganzen Leistung") only if it has no interest in the performance taking into account an objective standard. Otherwise, any liability shall be excluded.
  - e) No warranty claims or damage claims shall be allowed in the event of inappropriate handling and processing of the Seller's goods.
  - f) The limitation period for claims of the Buyer resulting from defects shall be one year following delivery of the goods. This deadline shall also apply for claims based on tort resulting from defects of the goods. Should the Buyer be in default of acceptance, then the limitation period shall start to run upon the transfer of risk. Claims of the Buyer other than claims based on defects, in particular, claims on the basis of accessory obligations, pre-contractual liability or tort shall be time-barred two years after delivery of the goods. The afore-mentioned limitation periods shall not apply to claims of the Buyer pursuant to Item 10 d) hereof to which it is entitled on the basis of the same facts.
- 11.
- a) Place of performance and payment shall be Dortmund. For Buyers who are business persons or who have their domicile outside of the Federal Republic of Germany, jurisdiction shall be with the Local Court in Dortmund or, as the case may be (for disputes concerning claims with a value in excess of Euro 5,000.-), the District Court in Dortmund. The Seller may, however, elect to have such disputes decided by the courts having jurisdiction at the domicile of the Buyer.
  - b) German law shall apply. The *UN Convention on Contracts for the International Sale of Goods (CISG)* shall not be applicable.