

ALSACHIM
GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Sale (hereinafter "GTCS") shall apply to the sale of any materials, products, chemicals, raw materials, intermediates, substances, components, compounds and any services offered and provided by Alsachim (hereinafter "Goods") to any purchaser of the Goods (hereinafter "Purchaser"). The Purchaser acknowledges that it has read and understood these GTCS and that, in the absence of any objection on its part prior to the delivery of the Goods, it accepts them, notwithstanding any conflicting, contrary or additional terms and conditions in any document issued by the Purchaser. No terms and conditions contained in any document issued by the Purchaser shall be binding on Alsachim, even if they have not been expressly rejected by Alsachim, unless and until otherwise stated in writing by Alsachim.
- 1.2 These GTCS, together with Alsachim's specific conditions contained in the Order Confirmation of Alsachim and only such other documents as are specifically incorporated into this Order Confirmation by reference, constitute the entire agreement between the Purchaser and Alsachim. Only specific provisions contained, directly or by reference, in an Order Confirmation which may conflict with the GTCS shall prevail over the corresponding GTCS provisions.
- 1.3 If individual terms of the GTCS cannot be applied for any reason or shall be deemed void, illegal or unenforceable in whole or in part, all other terms and conditions of the GTCS will remain in force.

2. PLACEMENT OF ORDER – ACCEPTANCE

- 2.1 Documentation, catalogues, price lists and estimates of Alsachim are sent for information purposes only and do not constitute binding offers, except as may be otherwise specifically stated in writing by Alsachim.

- 2.2 Any pre-contractual or contractual documents disclosed by Alsachim, including but not limited to price lists or quotations, are intended for the exclusive use of the Purchaser and shall be treated as strictly confidential by the Purchaser. The Purchaser shall not be entitled to disclose, modify or adapt such documents to any third party without Alsachim's prior consent in writing.
- 2.3 In all cases, orders placed by the Purchaser will only become final and binding on Alsachim after Alsachim has sent to the Purchaser an order confirmation in writing within a period of fifteen (15) days after the Purchaser has placed its purchase order whether in written or oral form (hereinafter "Order Confirmation"). The price stated in the Order Confirmation is final.
- 2.4 By placing an order, the Purchaser acknowledges that it has received sufficient information on the characteristics of the Goods and on whether the said Goods are suitable for their requirements and comply with the applicable safety regulations in force in the relevant area. It also acknowledges that it is responsible for requesting any further information and any external assistance and that it waives its right to bring any claims against Alsachim based on a lack of information, details or advice.
- 2.5 Once Alsachim has issued an Order Confirmation, the order may not be suspended, modified, postponed or cancelled without Alsachim's prior written consent. Any further modification made to an order may result in a price increase and/or in a later delivery date.

3. PRICES – PAYMENT

- 3.1 All prices shall be set in euros net of taxes, duties of any kind and any special packaging fees, unless otherwise specified in writing by Alsachim in the Order Confirmation. The Purchaser shall pay all taxes and charges for transportation, shipping, custom clearance, storage, handling, demurrage and similar items. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne exclusively by the Purchaser.

3.2 Analytical services on the Goods performed by Alsachim and as reported in the analysis certificate provided with the Goods are included in the price. Any additional analytical services must be requested in writing by the Purchaser at the time of placement of the purchase order and in any cases prior to the receipt of the Order Confirmation by the Purchaser. Only additional analytical services accepted in writing by Alsachim will be performed. Such additional analytical services are not included in the pricing of Alsachim and will be charged separately to the Purchaser. The fact that the Purchaser has, by any means or at any time, forwarded any requirements specification(s) to Alsachim does not alter the above nor does it operate a transfer of responsibility regarding these specifications to Alsachim unless otherwise expressly agreed in writing by Alsachim.

3.3 Raw materials are selected exclusively by Alsachim according to quality requirements and costs of supply, unless the Purchaser has defined specific quality standard and/or origin requirements which have been accepted in writing by Alsachim. In the event other standard of quality are required, either by Purchaser or by necessary adjustments arising during performance of the services, then the prices of Alsachim will be adjusted accordingly in order to take the purchase price of the new raw materials into account.

3.4 Payment in full shall be made within thirty (30) days following the date stated in the corresponding invoice with no discount for early payment. Alsachim reserves the right to require an advanced deposit of up to the total purchase price at the time of placement of the order or any time prior to delivery.

3.5 In the event of default in the payment of the purchase price or the deposit by the Purchaser, Alsachim may defer deliveries, cancel the corresponding order or have the right to compensate the Purchaser's debts without the Purchaser's consent without prejudice to any other lawful remedies of Alsachim in this regards.

3.6 In case of failure of payment on the due date, the Purchaser shall be obliged to pay, without prior notification, interest on late payment equal to the European Central Bank's key interest rate increased by ten (10) percentage points at the date of the invoice beginning from the due date and a fixed allowance of forty (40) euros without prejudice to any other lawful remedies of Alsachim in this regards, unless otherwise agreed in writing by Alsachim.

3.7 The Purchaser shall not be entitled to withhold payment or to proceed to a compensation for whatever reason, even in case of dispute with Alsachim.

3.8 If at any time prior to delivery Alsachim establishes that the costs for material have increased by more than fifteen (15) % net value, Alsachim reserves the right to condition the delivery of the order to a corresponding increase in price.

4. DELIVERY OF GOODS

4.1 Delivery takes place when the Goods are made available to the Purchaser at Alsachim's premises (hereinafter "Delivery"). Unless otherwise agreed in writing, Delivery shall always be performed in accordance with the Ex Works or EXW Incoterm (ICC's most recent version) at Alsachim's premises even where Alsachim bears the cost of all or part of the carriage of the Goods. The transfer of risk of the Goods shall consequently take place at Alsachim's premises just before loading.

4.2 Contractual Delivery dates are indicative. Delays in Delivery shall not entitle the Purchaser to claim damages resulting from any delay. Delays in Delivery shall only entitle the Purchaser to cancel the concerned purchase order of the Goods not yet in the process of manufacture and only after having granted Alsachim reasonable time to resolve said delay and after having sent Alsachim a formal notice of default.

4.3 In the event that Alsachim agrees in writing to be responsible for arranging the carriage of the Goods to the Purchaser, the Goods shall be

delivered during the Purchaser's hours of business if stated by the Purchaser. In this regards, the Purchaser shall be responsible to provide Alsachim, sufficiently in advance in order for Alsachim to make the necessary shipping arrangements, all appropriate information including notably marking and shipping instructions, imports certificates and all documents required to obtain the mandatory government licenses. In case the reception of the said documents or instructions are not forwarded to Alsachim and the carriage is consequently rendered impracticable, Alsachim may at its sole discretion delay the time of shipment or cancel the corresponding agreement.

4.4 Alsachim reserves the right to deliver the Goods in installments, all such installments being separately invoiced and paid for when due independently from all subsequent deliveries.

4.5 Alsachim shall store the end product for a period of forty-eight (48) hours from the initial Delivery date. Any storage exceeding this period of time will be invoiced separately to the Purchaser, unless this exceeding time of storage is solely due to Alsachim or unless otherwise agreed in writing by Alsachim. In the event of a failure of the Purchaser to take Delivery of the Goods within fifteen (15) days from the initial Delivery date, Alsachim shall be entitled, after a prior notice to the Purchaser, to resell the Goods and to claim for applicable damages.

5. INSPECTION OF THE GOODS UPON DELIVERY

5.1 Upon Delivery of the Goods, the Purchaser shall carry out a complete inspection of the Goods by checking their (i) general content, (ii) weight, (iii) packaging, and (iv) quantities.

5.2 Any apparent damage to the packaging of the Goods or non-conformity to the Goods themselves in regards with the content, weight, packaging, or quantities shall be mentioned immediately by the Purchaser to Alsachim by expressing written

reservations by fax or e-mail sent to Alsachim within forty-eight (48) hours and in any case before the Goods undergo any processing. Failing this, no claim shall be accepted in respect of any apparent defects which a reasonable inspection upon Delivery should have revealed and the Goods are considered having been accepted as is.

5.3 Alsachim cannot be held liable in case the damage has been caused during the transport from Alsachim's plant to the Purchaser, except when Alsachim has agreed in writing to be responsible for arranging the carriage of the Goods to the Purchaser.

5.4 Upon reception of written reservations within the said deadline, Alsachim shall correct these discrepancies by any means of its choice. Alsachim's prior consent is mandatory for any return of Goods or parts of Goods. In any case, the price of the Goods remains payable as well as the corresponding storage costs as the case may be.

6. USE OF GOODS / WARRANTY

6.1 The Goods shall be intended for laboratory research purposes only and, unless otherwise agreed in writing by Alsachim, shall not be used for any other purposes in regards with, including but not limited to, in vitro diagnostic purposes, food, drugs, medical devices or cosmetics for humans or animals, or for commercial purposes. By placing an order, the Purchaser acknowledges that it will use the Goods for laboratory research purposes only and in accordance with notably (i) the analysis certificate issued by Alsachim, (ii) any other instructions or documentation provided by Alsachim as well as (iii) with the applicable laws and regulations, now and hereinafter enacted. The Purchaser further acknowledges that the Goods have not been subject to any other tests or analyses by Alsachim than those mentioned in the analysis certificate issued by Alsachim. Should the Purchaser wish to use the Goods in a frame different from the one identified in the analysis certificate, the Purchaser is responsible for testing if the Goods are fit for this other application. Alsachim shall not be held responsible for damage(s) caused to and / or by the Goods in relation with an improper or non-complying use, including but not limited to in the event the Goods

have not been used, tested, transformed, packaged or stored in accordance with the relevant technical documentation or instructions provided by Alsachim and the standards in force in the laboratory research industry. The Purchaser is responsible for the enforcement of health and safety requirements in relation with notably the storage, use, testing and disposal of the Goods as well as informing its staff and its client(s) of any risks associated with the transportation and/or the use of the Goods.

6.2 ALSACHIM ONLY WARRANTS THAT ON THE DATE OF DELIVERY THE GOODS COMPLY WITH THE TECHNICAL SPECIFICATIONS STATED IN THE ORDER CONFIRMATION AS WELL AS IN THE ANALYSIS CERTIFICATE ISSUED BY ALSACHIM. ANY SPECIFICATION NOT EXPRESSLY STATED IN THE ABOVE-MENTIONED DOCUMENTS SHALL BE EXCLUDED FROM ALSACHIM'S WARRANTY. IN ACCORDANCE WITH 2.4 OF THE PRESENT GTCS, THE PURCHASER SHALL VERIFY BEFORE PLACING AN ORDER THAT THE GOODS ARE FIT FOR THEIR INTENDED LABORATORY RESEARCH PURPOSE AND ALSACHIM CANNOT IN ANY CASE BE HELD RESPONSIBLE IN THE EVENT THE OUTCOME OF A PARTICULAR LABORATORY RESEARCH WOULD NOT BE CONCLUSIVE. ALSACHIM MAKES NO OTHER WARRANTY NOTABLY AS TO THE GOODS' ADEQUACY FOR THE INTENDED LABORATORY RESEARCH OR IN RELATION WITH ANY FUTURE USE OF THE GOODS, WHETHER EXPRESS OR IMPLIED.

6.3 Any non-compliance with the specifications contained in the Order confirmation or in the analysis certificate shall be reported to Alsachim in writing ten (10) days after its discovery, failing which the warranty will cease to apply. For all types of defects, the Purchaser must prove that the defect is attributable to Alsachim. If Alsachim recognizes that the Goods are defective, Alsachim is obliged, at its sole discretion, either (i) to replace the defective Good or (ii) to reduce the price if unpaid at this stage or (iii) to reimburse the Purchaser. In any case, Alsachim's prior consent is mandatory for any return of Goods or parts of Goods. Furthermore, the Purchaser is not entitled to delay the payment of any invoice because of an alleged non-conformity of the Good(s) in regards with the Order Confirmation or the analysis certificate.

7. DISTRIBUTION

7.1 In case the Purchaser intends to resale the Goods to a third party, the Goods must be resold in the exact same conditions, including packaging conditions, as received by the Purchaser from Alsachim.

7.2 The Purchaser strictly abstains from proceeding to any ulterior modification, correction, adjustment or re-packaging to the Goods after Delivery without Alsachim's prior consent in writing.

8. LIABILITY

8.1 **ALSACHIM SHALL NOT BE HELD LIABLE FOR ANY DAMAGE(S) OR LOSS(ES) RESULTING FROM A NON-COMPLIANT USE OF THE GOODS WITH ANY CONTRACTUAL SPECIFICATIONS STATED IN PARTICULAR IN THE ORDER CONFIRMATION.**

8.2 **ALSACHIM'S LIABILITY IN REGARDS WITH ANY BREACH OF CONTRACT REGARDING CONFORMITY MAY NOT EXCEED TWICE THE AGREED PRICE OF THE CORRESPONDING ORDER.**

8.3 **IN ANY CASE, ALSACHIM SHALL NOT BE HELD LIABLE FOR ANY INDIRECT LOSS(ES) OR DAMAGE(S), WHETHER INCIDENTAL OR CONSEQUENTIAL, WHETHER TANGIBLE OR INTANGIBLE, WHICH COULD BE THE RESULT OF A NON-CONFORMITY WITH ANY SPECIFICATIONS CONTAINED IN THE ORDER CONFIRMATION OR IN THE ANALYSIS CERTIFICATE ISSUED BY ALSACHIM UPON DELIVERY, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION COSTS, LOSS OF PRODUCTION, EXPENSES, WORK IN PROGRESS, PROFITS, GROWTH, LOSS OF CUSTOMERS OR ANY LIABILITY OF THE PURCHASE TO A THIRD PARTY.**

9. RETENTION OF TITLE

9.1 Without prejudice to the fact that risk passes to the Purchaser as the Goods are delivered by being made available at Alsachim's premises (Ex Works or EXW – ICC's most recent version) or without prejudice to any specific terms and conditions of Delivery agreed in writing by Alsachim, the title of the Goods will not be transferred to the Purchaser until all sums owed by the Purchaser as described above in relation to the sale have actually been received by Alsachim. Alsachim may thus reclaim the Good(s) in case of failure to pay the agreed price on the part of the Purchaser. In case the

Purchaser has resold the Good(s), the Purchaser's receivables arising out of it shall be exclusively assigned to Alsachim.

- 9.2 During the retention of title period, the Purchaser shall insure the Goods against any damage(s) suffered or caused by them. The Purchaser shall thus undertake to take an all risks general liability insurance at its own cost and provide to Alsachim at its request a certificate confirming such insurance coverage.

10. NON-DISCLOSURE

- 10.1 All written or oral information provided by Alsachim to the Purchaser as to Alsachim's concepts, ideas, strategies, procedures, processes, specifications, documents, calculations, any objects, samples, including its intellectual property rights and any commercial, technical and legal documentation, notably any quotations or certificates of analysis of the Goods, shall be regarded as strictly confidential and shall not be disclosed by the Purchaser to any third party without Alsachim's prior written agreement.
- 10.2 This non-disclosure obligation shall prevail during the performance of the concerned order and for a period of ten (10) years following the date of disclosure to the Purchaser.

11. INTELLECTUAL PROPERTY

- 11.1 The rights of ownership and copyrights of any designs, drawings, samples, trademarks, logos and other documents disclosed by Alsachim shall remain the sole property of Alsachim and the Purchaser shall not be entitled to put any of its tradename(s) or trademark(s) on it.
- 11.2 The Purchaser acknowledges that Alsachim holds all the rights of ownership and copyrights of any pre-contractual and contractual documents disclosed by Alsachim to the Purchaser, including but not limited to any catalogues, price lists, quotations and certificates of analysis of the Goods. The Purchaser shall under no circumstance be entitled to modify these documents in any way.
- 11.3 In the event the Goods are manufactured, transformed, re-packaged or mixed by the Purchaser and that third parties' rights are infringed

by such processes, the Purchaser shall indemnify Alsachim and shall hold Alsachim harmless from any liability for any such danger or damage.

12. FORCE MAJEURE

- 12.1 In the event one of the parties are affected by an event of force majeure, the party shall immediately notify the other party in writing and disclose all relevant information and evidence relating thereto. The following shall notably but not exclusively be treated as force majeure events: any lock-out or strike, whether total or partial, fire, flooding, physical damage, riots, war, explosion, storm, equipment breakdowns, change of laws or regulations, orders or acts of any governmental body, or any cause or event beyond the reasonable control of the parties and the occurrence of which was not reasonably foreseeable rendering the performance of the party's obligations under the agreement impracticable.
- 12.2 In an event of force majeure, Alsachim shall not be liable for any failure to perform its contractual obligations and shall be entitled to additional time to perform them as may reasonably be necessary.
- 12.3 The Goods that the Purchaser fails to take Delivery of will be stored by Alsachim. In the event the force majeure event prevents the Purchaser to take Delivery of the Goods more than fifteen (15) days after the agreed Delivery date, Alsachim may invoice the Goods as having been delivered. In this case, invoice payments shall be made within sixty (60) days following the date stated in the corresponding invoice.
- 12.4 In the event Alsachim cannot perform any of its contractual obligations due to a change of law or regulation in the future, in particular but not exclusively as a result of the application of the European REACH regulation (1907/2006), Alsachim and the Purchaser will try in good faith to find an acceptable solution for both parties. If no agreement can be found within a three (3)-month period following the start of the negotiation, Alsachim shall be entitled to terminate the agreement without being liable for any consequences of such termination.

13. TERMINATION

- 13.1 Alsachim shall be entitled to terminate the contract or order at its sole discretion, by way of a written notice to the Purchaser and without prejudice to any other remedy, in the event of a serious or repeated breach by the Purchaser of one of its contractual obligations. Alsachim shall be entitled to recover all costs and expenses incurred by Alsachim in respect thereof.

14. JURISDICTION – APPLICABLE LAW

- 14.1 THE CONTRACTUAL RELATIONSHIP BETWEEN ALSACHIM AND THE PURCHASER SHALL BE GOVERNED BY FRENCH LAW.**

- 14.2 ANY AND ALL DISPUTES ARISING IN CONNECTION WITH AN ORDER OR CONTRACT SHALL BE EXCLUSIVELY SETTLED BY THE COMPETENT COURT OF ALSACHIM'S PLACE OF INCORPORATION.**