

Abcell-Bio's General Terms and Conditions

1. Scope

This agreement consists of the General Terms and Conditions, the Details Section above and the Schedule (collectively referred to as this "Agreement"). By entering into this Agreement, the Parties expressly acknowledge and agree that any provision purporting to exclude any other agreement or stating that the terms constitute the entire agreement between the Parties shall not apply and that this Agreement constitutes the entire agreement between the Parties unless modified by a written amendment between the Parties. To the extent of any conflict between the terms of the Details Section, the General Terms and Conditions and the Schedule, the General Terms and Conditions and the Schedule shall prevail. Should a Master Transfer Agreement (MTA) be signed between Abcell-Bio and the CLIENT, the terms and conditions of such MTA shall prevail over the present General Terms and Conditions. The CLIENT shall communicate to Abcell-Bio sufficiently in advance all technical specifications and all requirements and useful information needed for the issuing by Abcell-Bio of an adequate quotation. This Agreement is effective of the CLIENT's written acceptance.

2. Payment

- 2.1. Payment Terms, Taxes:** All amounts are payable in Euros within 30 days, date of invoice. The CLIENT shall pay any federal, state and local taxes and other governmental charges in connection with the purpose of the products as described in the Details Section (hereinafter the "Product(s)").
- 2.2. Payments:** The prices for the Products as set out in the Details Section shall be payable in Euros by wire transfer.
- 2.3. Default by the CLIENT:** If the CLIENT fails to observe or perform any other provision of these General Terms and Conditions, Abcell-Bio shall have the right to exercise the following remedies: invoice interests for delay at the ECB rate + 10% as of the date the payment was due, including an additional global lump sum indemnity of 40€ for each unpaid invoice or invoice paid with delay and/ or pursue any other remedy at law or in equity.

3. Packaging and Shipping

- 3.1. Packaging:** All Products are configured, prepared, labelled, packaged and shipped to the CLIENT's designated location to the manufacturer's recommendations and the

CLIENT's study Products requirements as defined in Abcell-Bio procedures. All Products is packed in a custom packaging that secures maximum protection during delivery. Upon shipping the CLIENT will be charged a onetime set up fee, covering all initial configuration, packaging, processing and handling fees.

- 3.2. Delivery and Shipment:** Abcell-Bio will select the carrier and method of shipment to the CLIENT's designated destination unless the CLIENT requests a specific carrier of equal reputation and ability (in Abcell-Bio's sole discretion). All Products to be shipped to the CLIENT are delivered pursuant to INCOTERMS© 2020 Ex Works (EXW) 91000 Evry Courcouronnes, France to the CLIENT's designated destination as set out in the Details Section and all risk of loss or damages is the responsibility of the CLIENT thereafter. Abcell-Bio will make reasonable efforts to meet any delivery schedule quoted, but shall not be responsible for failure to meet such delivery schedule, regardless of the reason for such failure. Abcell-Bio will ensure at the CLIENT's risk and expense in obtaining any documents and information, license and authorization that the CLIENT needs for the import of the Products. Consequently, the CLIENT shall communicate to Abcell-Bio sufficiently in advance all necessary information in order to allow Abcell-Bio to take all appropriate measures for the shipping. Further, the CLIENT (i) shall obtain all export and import licenses and other authorizations that Abcell-Bio might be required to obtain in order to perform its obligations hereunder, (ii) is responsible for the reimbursement of all shipping, insurance, duties and fees which are prepaid by Abcell-Bio and passed through to the CLIENT and for the processing fees. Abcell-Bio will bill the CLIENT for such shipping, taxes and handling costs. Should Abcell-Bio not receive the CLIENT's shipping instructions, assistance or documents, Abcell-Bio might, without prejudice to any other right, delay the predicted delivery date. Except otherwise requested by the CLIENT, the value to be assigned to the Products shipped to the CLIENT for the purposes of import/export duties shall be the value stated in the Details Section.
- 3.3. Inspection upon delivery:** Upon delivery of the Products, the CLIENT shall perform a complete inspection thereof in order to check its packaging, conformity, quality and quantities. Any non-conformity, damage to the packaging and/or the Products shall be notified by the CLIENT to the carrier by putting reserves on the



bill of lading and confirmed by recommended letter to the carrier within two (2) business days following the delivery. It shall also be notified to Abcell-Bio by e-mail. For any missing quantity, the Client shall inform Abcell-Bio upon delivery.

3.4. Acceptation of the Products: The CLIENT will be deemed to have accepted the Product as ordered and received in good conditions. However, in case of defects or discrepancies of the Products, the CLIENT shall send a written claim to Abcell-Bio which shall be allowed to inspect the defaulting Products before to replace such Products without the CLIENT needing to return the defaulting Product to Abcell-Bio. At the CLIENT's expense the defaulting Products shall be destroyed by the CLIENT according to the legislation in force for such Products.

4. Confidentiality

Abcell-Bio's information and quotation supplied by Abcell-Bio to the CLIENT, orally or in writing, regarding Abcell-Bio's concepts, ideas, strategies, processes, documents, including Abcell-Bio's know-how, intellectual property, and all other information, documents and data, whether technical, legal or commercial (« Information ») are and remain owned by Abcell-Bio and shall be treated as confidential information of Abcell-Bio. This Information shall not be communicated to any third party by the CLIENT without the prior written approval of Abcell-Bio or if required by law. The present confidentiality undertaking shall remain into force during the whole term of the Agreement and during a period of five (5) years following the date of communication of this Information to the CLIENT. The CLIENT shall respect the Information and all relating intellectual property rights of Abcell-Bio.

5. Limited or No Warranty

5.1. Servicing and warranty for the Products: Such services set out in the Schedule are applicable to the Products.

5.2. No warranty on advice: Any advice given by Abcell-Bio to the CLIENT, orally or in writing, is given in good faith but without any warranty from Abcell-Bio. Any use and modification or transformation of the Products purchased by the CLIENT from Abcell-Bio is made at the sole risk of the CLIENT.

5.3. Warranty Disclaimers: Except as expressly set forth in these General Terms and Conditions, Abcell-Bio disclaims any and all warranties expressed or implied; including any warranty of merchantability, fitness for any particular purpose or that the Products does not infringe upon any patent or property right of any third party.

5.4. Voiced Warranties: The limited warranties contained herein do not cover damage from external causes, such as accident, weather, fire, vandalism, abuse, misuse, or service not performed or not authorized by Abcell-Bio, usage not in accordance with the Products, instructions including changes or modifications made by the CLIENT to the Products.

6. Exclusion and Limitations of Liability

6.1. Liability of the CLIENT: The CLIENT shall indemnify and hold harmless Abcell-Bio and its directors and officers against all liability, costs, losses, damages or expenses incurred by Abcell-Bio as a result of a claim or action by any person arising in whole or part from (i) the CLIENT's misuse of or negligence or recklessness associated with, the Products, including any use of the Products outside of their indicated uses, (ii) any misrepresentation, false or misleading statement or similar act, on your part dealing, associated or connected with the Products, their indicated uses properties, quantities or otherwise, or (iii) a breach of the warranty provided under clause 5 of this Agreement.

6.2. Liability of Abcell-Bio: In no event will Abcell-Bio, its subcontractors or suppliers be liable to the CLIENT or any third party for special, incidental, indirect, exemplary, punitive or consequential damages (including costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. Abcell-Bio's aggregate liability for any claim related to the Products as described in the Details Section, (regardless of whether such claim is based on contract, tort, warranty or any other legal theory) shall in no event exceed the purchase price, as applicable, of the Products as described in the Details Section, actually paid, to Abcell-Bio by the CLIENT as of the date of the claim. Where Abcell-Bio liability cannot be excluded by law but can be limited, Abcell-Bio limits its liability to the CLIENT to Abcell-Bio's choice of (i) replacing the Products; or (ii) resupplying the services.

7. Approvals

The CLIENT warrants that he has obtained all government licences, permits and approvals necessary to purchase and use the Products and that no judicial order, judgment, law, agreement or other restriction of any kind prevents the CLIENT from entering into and performing under the Agreement.

8. Protection of Personal Data

- 8.1. CLIENT’s data:** The CLIENT is informed that the collection by Abcell-Bio of some of his personal data is necessary for the good performance by Abcell-Bio of his commercial relationship with him. Such data will be collected by Abcell-Bio for the sole need of the performance of his contractual obligations. Such data will only be used by Abcell-Bio, and as the case may be by his suppliers, sub-contractors and partners. In case of litigation, such data might be communicated to the competent jurisdiction and concerned parties. Unless otherwise stipulated, Abcell-Bio will keep and store such personal data for a period of maximum five (5) years starting at the end of the Parties’ commercial relationship.
- 8.2.** The CLIENT has the right to have access to, to rectify, delete, limit and oppose to the treatment of his personal data collected by Abcell-Bio. This right, unless it does not oppose to the above-mentioned purpose of the treatment of such data, can be exercised through a written demand sent by letter or e-mail to Abcell-Bio which is committed to responding within one (1) month. Any refusal shall be explained and in case of refusal the CLIENT can make a request to the CNIL (3 place de Fontenoy, 75334 PARIS) or any competent authority.
- 8.3. Data of Abcell-Bio:** Should the CLIENT have access to personal data of Abcell-Bio, the CLIENT shall, in connection with such data, respect all applicable laws and regulation, including without limitation the terms and conditions of the EU General Data Protection Regulation n°2016/679 (“GDPR”).

9. Non-commercial right of use

The CLIENT shall only use the Product(s) for internal research use. Consequently the CLIENT shall not directly or indirectly make any commercial use of the Product(s.) Especially, the Product(s) cannot (i) be administered to humans nor to be used for diagnostic and/or veterinary purposes, (ii) be modified genetically or propagated by cross-breeding unless the CLIENT has received the legal authorization from the competent authorities, (iii) be offered for sale or be sold and (iv) be transferred to any multi-user biological material core facility or repository or any individual employed or retained thereby.

10. Price Review

- 10.1.** The prices quoted in the Details Section will remain fixed for a period of one (1) year.
- 10.2.** Following the expiration date as described in the Details Section, future price variation may be applied annually according calendar year.

11. General

- 11.1. Entire agreement:** this Agreement constitutes the entire agreement between the CLIENT and Abcell-Bio about the Products and supersedes any previous agreement or representation relating to the Products.
- 11.2. Assignment:** this Agreement shall be binding upon and inure to the benefit of the successors of the Parties hereto but shall not be assignable or transferred by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 11.3. Force Majeure:** neither Party will be liable for not performing an obligation in whole or in part or for not observing the conditions of this Agreement (except an obligation to pay money), because of an event beyond that Party’s reasonable control. The Parties will use reasonable efforts to avoid, limit and remove any such causes and resume performance of this Agreement as soon as possible.
- 11.4. Waiver:** a right created by this Agreement may only be waived in writing by the Party giving the waiver.
- 11.5. Warranties:** the CLIENT warrants that he has not relied on any representations or warranties by Abcell-Bio other than those in this Agreement.

**SCHEDULE:
SHIPPING AND WARRANTY OF THE PRODUCTS**

Abcell-Bio’s recommended use is specific to each Product. The recommended use are sent with each Product shipping.

Product Type	Shipping Method
Frozen Cells	Dry ice (or liquid nitrogen upon request)
Fresh Cells	Room Temperature
Reagents	4°C and/or dry ice

The warranty per Product shall be void in the event that any person, including the CLIENT performs or attempts to perform any service on the Products without having been trained by ABCell-Bio authorised representative and using ABCell-Bio recommended use. In providing any parts for service of the Products, ABCell-Bio shall have no responsibility or liability for the actions or inactions of the person performing such service, regardless of whether such person has been trained to perform such service. This warranty does not cover intentional, wilful or reckless damage, destruction or misuse of the Products by the CLIENT.