

IMBA's General Terms and Conditions for Provision of ES Cell Clones from HAPLOBANK to Customers

1. Contract Terms

These are the contract terms and conditions ("TERMS") under which IMBA provides its hemizygous ES cell clones from HAPLOBANK ("HAPLOBANK CELL Clones") to RECIPIENT. These TERMS together with the MATERIAL TRANSFER AGREEMENT and the quotation create the contract ("CONTRACT") between IMBA and RECIPIENT for the provision of HAPLOBANK CELL Clones. The CONTRACT is only created when RECIPIENT accepts the TERMS, submits the signed MATERIAL TRANSFER AGREEMENT and the order has been accepted by HAPLOBANK.

2. Order, Delivery and Cancellation

2.1 Orders at HAPLOBANK can only be placed through IMBA's web-based ordering system at www.haplobank.at. The HAPLOBANK order system automatically generates a MATERIAL TRANSFER AGREEMENT that needs to be signed off by RECIPIENT and sent as a PDF document to office@haplobank.at. RECIPIENT will then receive an email by HAPLOBANK that finally confirms RECIPIENT's order.

2.2 Shipment of IMBA's HAPLOBANK CELL Clones usually takes up to two (2) months from the ordering date. This delivery time is an approximate indication and is not guaranteed by IMBA. IMBA will try to meet the delivery dates specified in RECIPIENT's order, depending on availability and any lead times that may apply. If speeding up or delaying the date of delivery would be helpful, please contact office@haplobank.at to see if IMBA can reschedule.

2.3 The order can be cancelled free of charge within five (5) days of the order confirmation date. For cancellation of RECIPIENT's order within this period please send an email to office@haplobank.at. IMBA only accepts written cancellations.

2.4 A cancellation fee of 20 % of the total payment amount will be charged if the 5-day order period has passed. No refund will be given, once the HAPLOBANK CELL Clones are ready for shipment by the time RECIPIENT wishes to cancel the order.

3. Quality Control

3.1 IMBA wants RECIPIENT to receive the HAPLOBANK CELL Clones in good condition. IMBA only sends out HAPLOBANK CELL Clones that pass all internal quality control tests.

3.2 Even though IMBA's HAPLOBANK CELL Clones pass this stringent quality control, IMBA cannot guarantee that they are suitable for RECIPIENT's specific requirements, as the HAPLOBANK CELL Clones supplied to customers are handled in RECIPIENT's laboratories and facilities outside IMBA's supervision.

3.3 RECIPIENT can return HAPLOBANK CELL Clones that are damaged or defective on delivery (except for loss and damage due to shipment), if RECIPIENT contacts us via email (office@haplobank.at) within fourteen (14) working days from the day RECIPIENT has received the HAPLOBANK CELL Clones. If RECIPIENT does not contact us within this 14-day period, the shipment will be deemed accepted.

4. Shipment

- 4.1** IMBA only provides HAPLOBANK CELL Clones for shipment via RECIPIENT's account through the commercial carriers FedEx or DHL. RECIPIENT will be responsible for transportation, the payment of transportation costs, applicable taxes and custom duties.
- 4.2** Orders are delivered and concluded when RECIPIENT's commercial carrier takes over the HAPLOBANK CELL Clones at IMBA. At this point RECIPIENT becomes responsible for risk of loss and damage.
- 4.3** IMBA takes no responsibility for the condition of the HAPLOBANK CELL Clones due to the shipment via FedEx or DHL. If any HAPLOBANK CELL Clones are lost or damaged during transport, IMBA will try to help RECIPIENT dealing with the carrier issue.
- 4.4** IMBA does not clear HAPLOBANK CELL Clones for import into RECIPIENT's country. Doing so is RECIPIENT's responsibility and IMBA requests a valid permit to avoid conflicts with the transportation carrier. If the order is ready to ship, but no valid permit is present, RECIPIENT will be informed via email. If IMBA does not receive all the necessary documents within two weeks, HAPLOBANK has the right to discard the order and only pending items will be refunded.
- 4.5** Should the shipment be refused or discarded by customs (or by import regulation agency) due to an invalid import permit, HAPLOBANK will not replace the order or shipping costs.

5. Pricing

- 5.1** All prices for IMBA's HAPLOBANK CELL Clones are published on the HAPLOBANK website (www.haplobank.at). These prices may be changed at any time without prior notice.
- 5.2** IMBA's published prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to the order. If they apply, it will be RECIPIENT's responsibility to pay them. In any case, should a situation occur that requires IMBA to prepay them, IMBA will add them to RECIPIENT's invoice.

6. Invoice and Payment

- 6.1** Invoices will be automatically generated after order confirmation and sent as a PDF document to RECIPIENT's email address.
- 6.2** All payments shall be made in advance using VISA or Master Card. RECIPIENT may contact HAPLOBANK for alternative routes of payment which will imply additional handling fees for manual invoicing.
- 6.3** If RECIPIENT's payment is not approved by the credit card company, RECIPIENT's order will be cancelled. If RECIPIENT's payment is overdue, IMBA may charge RECIPIENT a late-payment charge, from the due date until paid, at the rate of one percent (1%) per month.

7. Product Use and Restrictions (including Territorial Restrictions)

7.1 RECIPIENT agrees to use the HAPLOBANK CELL Clones in compliance with all applicable laws, governmental regulations, guidelines, and ethical rules such as, for example, those relating to research involving the use of animals and recombinant DNA.

7.2 The HAPLOBANK CELL Clones will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.

7.3 Additional provisions for ACADEMIC CUSTOMERS¹ only:

7.3.1 HAPLOBANK CELL Clones are to be used only at the RECIPIENT organization and only in the RECIPIENT's laboratory under the direction of the RECIPIENT or other workers under his/her direct supervision who are bound by obligations not less strict than those set out herein.

7.3.2 HAPLOBANK CELL Clones are to be used solely for the RECIPIENT's own academic use, EXCLUDING the use of HAPLOBANK CELL Clones in research activities made in collaboration with or on behalf of a third Party who is not an ACADEMIC CUSTOMER¹.

7.3.3 The RECIPIENT will not transfer HAPLOBANK CELL Clones to anyone else within the RECIPIENT's organization and will not supply HAPLOBANK CELL Clones to any third party without the prior written consent of IMBA.

7.3.4 RECIPIENT shall indemnify and hold IMBA harmless against any breach of these provisions, whether or not such breach was culpably committed (including the full costs of representation by an attorney of IMBA's choice, all fees incurred, etc.).

7.4 Additional provisions for customers that are not ACADEMIC CUSTOMERS¹:

7.4.1 RECIPIENT is not allowed to research, develop, make, use, offer for sale, sell, import, test and in any other way use HAPLOBANK CELL Clones in or transfer HAPLOBANK CELL Clones (including affiliates) to the following countries due to patent and licensing restrictions: Belgium, Denmark, Finland, France, Germany, Great Britain, Ireland, Italy, Liechtenstein, Luxembourg, the Netherlands, Norway, Spain, Sweden, Switzerland and the United States of America.

7.4.2 RECIPIENT warrants that RECIPIENT will not use the cells in the above-mentioned countries. RECIPIENT shall indemnify and hold IMBA harmless against any breach of this provision, whether or not such breach was culpably committed (including the full costs of representation by an attorney of IMBA's choice, all fees incurred, etc.).

8. Publications

RECIPIENT shall have the right to publish findings and results from the research with the HAPLOBANK CELL Clones, provided that IMBA and HAPLOBANK are acknowledged as the source of the HAPLOBANK CELL Clones.

9. Limitations of Liability

9.1. To the extent permitted by applicable law, IMBA will not be liable under any legal theory (including but not limited to CONTRACT, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary or

consequential damages (including but not limited to costs of cover, lost profits, lost data, loss of business, loss of goodwill or loss of revenue) that RECIPIENT might incur under the CONTRACT, or that may arise from or in connection with use of the HAPLOBANK CELL Clones.

- 9.2.** IMBA's maximum aggregate liability arising out of or in connection with the CONTRACT is limited to the amount paid to IMBA for the HAPLOBANK CELL Clones. However, these provisions do not limit IMBA's liability for death or personal injury caused by or gross negligence or fraud, fraudulent, misrepresentation or any other liability that cannot be excluded by law.
- 9.3.** Delivery dates and times are estimates only and IMBA will not be liable (in CONTRACT, delict, tort or otherwise) for any losses, expenses, claims or damages caused by a late delivery.

10. Entire Contract

- 10.1.** The CONTRACT represents the entire agreement between RECIPIENT and IMBA regarding the HAPLOBANK CELL Clones IMBA provides to RECIPIENT under it and supersedes and replaces any previous agreements between IMBA and RECIPIENT (whether written or oral). Any of RECIPIENT's additional or different terms and conditions that RECIPIENT may provide to IMBA, are material alternations and IMBA rejects them. IMBA's offer to provide HAPLOBANK CELL Clones is expressly limited to the TERMS of the CONTRACT. The CONTRACT cannot be amended or modified unless IMBA agrees in writing.
- 10.2.** IMBA reserves the right to change these TERMS at any time. Any changes made to these TERMS will not apply to the CONTRACT between RECIPIENT AND IMBA for any order IMBA receives before the changes are made.

11. Miscellaneous

- 11.1.** IMBA will not be responsible or liable for failing to perform its obligations under the CONTRACT to the extent caused by circumstances beyond its reasonable control.
- 11.2.** IMBA's failure to exercise any rights under the CONTRACT is not a waiver of its rights to damages for RECIPIENT's breach of CONTRACT and is not a waiver of any subsequent breach. If any provision or part of the CONTRACT is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the CONTRACT. No person other than RECIPIENT or IMBA will have any rights under the CONTRACT. Headings are for convenience only and shall not be used in the interpretation of these TERMS.
- 11.3.** RECIPIENT agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received as a result of discussions, negotiations and other communications between RECIPIENT AND IMBA in relation to products or services from HAPLOBANK.
- 11.4.** This CONTRACT and any disputes or claims arising out of or in connection with it are governed by the laws of Austria, excluding its rules of conflict and excluding the UN Convention on the International Sale of Goods. The Vienna Commercial Court (Handelsgericht Wien) shall have exclusive jurisdiction for all disputes arising out of or in connection with this agreement.