

CELLBOX SOLUTIONS GMBH

Standard Terms and Conditions of LEASE

2025

The Standard Terms and Conditions of Cellbox Solutions GmbH ("Cellbox GmbH") governing the lease of the "Cellbox" transport incubator apply exclusively to business operators, legal entities under public law, and special funds under public law (collectively, "Customer") within the meaning of Section 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

1. Scope

- 1.1.** The Cellbox ("Leased Item") is leased by Cellbox Solutions GmbH ("Cellbox GmbH") exclusively in accordance with these Standard Terms and Conditions of Lease, which also govern all future dealings with the Customer involving legal transactions of an identical or similar nature.
- 1.2.** These Standard Terms and Conditions apply to business operators, legal entities under public law, and entities specially funded under public law ("Customer") within the meaning of Sec. 310 (1) BGB.
- 1.3.** Applicability of the Customer's terms and conditions is herewith rejected. Any of the Customer's terms and conditions that deviate from or conflict with these terms and conditions apply only where Cellbox GmbH has expressly consented to such in writing.

2. Contract Formation

- 2.1.** Cellbox GmbH can accept an order from the Customer that can be classified as an offer to enter into a lease within two weeks by sending written confirmation or by performing the contracted service within the same period of time.

- 2.2.** Offers by Cellbox GmbH are provisional and non-binding unless Cellbox GmbH has expressly indicated that they are binding.
- 2.3.** Illustrations, measurements, weights, and other data regarding products or services are binding only where this has been expressly stipulated in writing.

3. Lease term

- 3.1.** The minimum lease term is one week. Cellbox GmbH must provide the Leased Item to Customer for the lease period.
- 3.2.** With respect to a leasing arrangement entered into for a fixed lease period, the lease period stipulated in the contract applies. The leasing arrangement ends once the period has expired, provided it has not been terminated for cause or extended in situations as are permitted by law.
- 3.3.** Where a leasing arrangement is established for an indefinite period of time, the lease commences at the time the Leased Item is delivered and ends by way of cancellation in accordance with the statutory provisions.
- 3.4.** The time spent by Cellbox GmbH to carry out maintenance and servicing during the lease period and the time spent on necessary repairs will be counted toward the lease period. Time spent on inspections and repair work for which the Customer is not responsible is excluded from the foregoing.
- 3.5.** Early return of the Leased Item will not result in the lease period being shortened.
- 3.6.** Any extension of the lease term requires the lessor's prior written consent. If the Customer would like to extend the stipulated lease term, the Customer needs to notify Cellbox GmbH of this prior to the expiration of the stipulated lease period.
- 3.7.** If the Customer does not return the Leased Item on or before the agreed return date, the lease shall automatically continue under the same conditions until either party provides written notice of termination to the other. For Cellbox GmbH, the notice period begins upon becoming aware of the continued use, and for the Customer, it begins upon continuation of use beyond the agreed lease term.
- 3.8.** If the Customer continues to use the Leased Item beyond the agreed lease term without a formal extension agreement, the lease shall automatically renew on a month-to-month basis under the same conditions. During this renewal period, a monthly rental fee equal to the previously agreed rate shall apply and be payable in advance.
- 3.9.** During the lease term and where the lease period has been exceeded, the Customer is liable for any damage to, loss, or destruction of the Leased Item for which it is responsible. Customer must nevertheless remit payment for any outstanding lease payment installments for the duration of the leasing arrangement.

Customer is liable for any resulting costs consequently sustained by Cellbox GmbH, in particular loss of lease income and administrative fees.

4. Prices and payment

- 4.1.** The lease payment amount is calculated on either a weekly or monthly basis, depending on what has been agreed.
- 4.2.** The prices valid at the time of the Customer's order apply. Prices do not include transportation costs, insurance charges, and the sales tax (VAT) applicable at the time.
- 4.3.** The charges for the packaging normally required for transportation or shipping are calculated at cost price unless otherwise agreed with the Customer.
- 4.4.** The lease payment is to be sent via electronic funds transfer to the Cellbox GmbH bank account indicated in the currency stated on the invoice.
- 4.5.** Insofar as nothing to the contrary is stipulated, the lease payment amount is due and payable without deduction immediately upon receipt of the invoice.
- 4.6.** Customer is considered to be in default, at the latest, if the Customer has not made payment within 30 days of the due date and receipt of an invoice or equivalent schedule of payment(s) due. Customer is not considered to be in default where payment has not been made due to circumstances beyond the Customer's control. Where the Customer defaults on payment of the lease payment due, the statutory provisions apply. In the event that the Customer has defaulted on payment, Cellbox GmbH has the right to rescind the contract and demand that the Customer return the Leased Item.

5. Offsetting and rights to withhold payment

- 5.1.** Customer can utilize only undisputed, legally upheld charges that are acknowledged by Cellbox GmbH or charges that are an element of reciprocal performance vis-à-vis charges by Cellbox GmbH to offset Cellbox GmbH's accounts receivable from the Customer. After the lease period has expired, Cellbox GmbH has the right to use any security deposit submitted to offset outstanding receivables.
- 5.2.** The Customer may exercise a right to withhold payment only where the Customer's counterclaim is based on the same contractual relationship.

6. Delivery

- 6.1.** Cellbox GmbH must turn over the Leased Item to the Customer in a condition that is suitable for its use in conformity with the contract and must maintain it in this condition during the lease period. Cellbox GmbH will procure the services of certain shipping companies to dispatch the Purchased Item.
- 6.2.** Cellbox GmbH's obligations regarding delivery are subject to Cellbox GmbH receiving its own stock correctly and in a timely manner, except where Cellbox GmbH is responsible for the incorrect or delayed receipt of such.
- 6.3.** Cellbox GmbH then has the right to provide partial deliveries or services only where such are of interest to the Customer, given the purpose of the contract, and where they do not cause the Customer to sustain any significant additional expense.
- 6.4.** Information on delivery times is approximate unless otherwise agreed with the Customer. Periods set for delivery commence only after all of the details regarding order fulfillment have been clarified in their entirety and the Customer has satisfied its obligations properly and in a timely manner.
- 6.5.** Where the Customer is delinquent with its acceptance of the Leased Item, the risk of accidental deterioration and accidental destruction of the Leased Item transfers to the Customer. Where the Customer delays acceptance of the Leased Item, Cellbox GmbH has the right to demand damages for any loss it sustains.
- 6.6.** Force majeure, strike, lockouts, and other events over which Cellbox GmbH has no control amend the periods set for delivery by the amount of time such circumstances cause disruptions to operations.
- 6.7.** This does not affect further statutory claims and rights accruing to the Customer due to delayed delivery.

7. Retention of title

- 7.1.** The Leased Item remains the property of Cellbox GmbH during the lease period. During the lease period, Customer must treat the Leased Item with care and put it to use exclusively in accordance with its intended use. The intended use comprises the use of a transport incubator that facilitates the transportation of cell cultures in simple cell culture vessels.
- 7.2.** Where third parties assert rights to the Leased Item, in particular in the event of its seizure, Customer must immediately inform Cellbox GmbH of such in writing and verbally in advance of that, and advise the third party in writing in a documentable manner of Cellbox GmbH's title to the item(s). In particular, the Customer must immediately report to Cellbox GmbH any theft, loss of, or damage to goods subject to retention.

- 7.3.** The Customer shall not disassemble, decompile, reverse engineer, reproduce, modify, or otherwise alter the Leased Item ("Cellbox"), nor permit any third party to do so. Any unauthorized modification or combination of the Leased Item with other products or technologies is prohibited. All intellectual property rights related to the Cellbox, including background IP and any intellectual property generated in connection with the use of the Leased Item, shall remain the sole and exclusive property of Cellbox GmbH.
- 7.4.** In the event of unauthorized modifications to or use of the Leased Item ("Cellbox") that infringes upon the intellectual property rights of Cellbox GmbH, Cellbox GmbH reserves the right to demand the immediate return of the Leased Item and to terminate the lease agreement with immediate effect.
- 7.5.** The Customer acknowledges and agrees that Cellbox GmbH may collect usage or performance data from the Leased Item exclusively for the purposes of maintenance, troubleshooting, and product improvement. No personal data or proprietary scientific data of the Customer shall be accessed, collected, or stored.

8. Further duties owed by Customer

- 8.1.** Any provision of the Leased Item for use by third parties requires Cellbox GmbH's prior written consent.
- 8.2.** Customer may not assign any rights arising under this contract or grant rights of any kind in the Leased Item without Cellbox GmbH's consent.
- 8.3.** Upon request, the Customer must immediately inform Cellbox GmbH of the Leased Item's respective location or site of operation.

9. Warranty

- 9.1.** The statutory warranty rights set out in Sec 536 BGB et seq. accrue to the Customer with respect to Cellbox GmbH in accordance with the terms laid out as follows.
- 9.2.** The Customer is not entitled to claims for defects where the only deviations in stipulated features are inconsequential.
- 9.3.** In the event that the Leased Item is damaged or otherwise impaired during the lease period, the Customer must notify Cellbox GmbH in writing within five (5) business days, providing full details of the event that caused the damage to the Leased Item. The same applies where, during the lease period, it becomes necessary to take action to protect the Leased Item from an unforeseeable hazard or a third party claims a right in the Leased Item. In the event that the Customer fails to report such immediately, the Customer must compensate Cellbox GmbH for the resulting loss.

Where Cellbox GmbH has not been able to remedy the situation due to the omission of such a report, the Customer does not have the right to reduce the lease payment amount, to demand damages, or to cancel without setting a reasonable deadline for such remedy.

- 9.4.** Where a defect in the Leased Item clearly has an effect on its technology, the Customer does not have the right to remedy the defect itself or to have third parties perform repairs. The remedy of defects of this kind is to be carried out or delegated solely by Cellbox GmbH. Where Cellbox GmbH expressly authorizes the Customer to carry out or delegate the remedy of the defect, the foregoing does not apply. Cellbox GmbH will be responsible for the ensuing costs.

10. Cellbox GmbH's liability

- 10.1.** Claims by the Customer for damages are barred.
- 10.2.** The foregoing does not apply to liability for losses that are due to breaches of contract arising out of willful misconduct or gross negligence on the part of Cellbox GmbH or a legal representative, or a party assisting with performance.
- 10.3.** Furthermore, this does not affect liability for the breach of material duties under the contract; a material duty comprises an obligation the satisfaction of which is essential for proper performance of the contract to occur at all or compliance with which the Customer has placed or should be able to place its trust in. In the event of the breach of material duties under the contract arising due to ordinary negligence, liability is limited to such loss as is foreseeable and typical for such contracts.
- 10.4.** The foregoing limitations of liability do not apply to loss of life and limb, health, or well-being arising due to negligence or willful misconduct. Moreover, Cellbox GmbH cannot claim an exclusion or limitation of liability insofar as it has concealed a defect with fraudulent intent. This does not affect liability as set out in the German Product Liability Act (Produkthaftungsgesetz).
- 10.5.** Insofar as Cellbox GmbH's liability is excluded or limited, this also applies with respect to the personal liability of legal representatives and parties assisting with performance.

11. Return of the Leased Item

- 11.1.** Based on what has been agreed, the Customer must send the Leased Item back to Cellbox GmbH at the end of the lease period at the Customer's expense and risk, or must hold the Leased Item for pickup by Cellbox GmbH after it has been cleaned, packed up, and made ready for transport. The Customer must return the Leased Item in good condition in conformity with the lease.

- 11.2.** Prior to the return of the Leased Item, the Customer shall ensure that the item has been duly cleaned and decontaminated in accordance with the cleaning instructions set out in the operating manual and any further guidelines issued by Cellbox GmbH. The Customer shall confirm completion by signing the official Decontamination Form, which must accompany the returned item. If the Leased Item is returned without a duly signed Decontamination Form, Cellbox GmbH shall be entitled to refuse acceptance and extend the lease term until the properly cleaned Leased Item, together with the completed form, is returned. Where it is evident, notwithstanding such confirmation, that the Leased Item has not been properly cleaned or decontaminated, Cellbox GmbH may (i) return the item to the Customer for proper cleaning at the Customer's expense, or (ii) perform or arrange the required cleaning itself and charge the Customer a reasonable cleaning fee.
- 11.3.** The requirement to return Leased Items also extends to defective items.
- 11.4.** Where it is impossible for Customer to comply with the obligation to return the Leased Item and the Customer is at fault for this, the Customer must pay damages.

12. Purchase of the Leased Item

- 12.1.** The purchase of the Leased Item is possible only where this has been separately agreed in writing by Cellbox GmbH and the Customer.
- 12.2.** The purchase of the Leased Item shall be governed exclusively by the Cellbox GmbH Standard Terms and Conditions of Sale.

13. Place of performance, venue, governing law

- 13.1.** Where the parties to the contract are businesspersons, legal entities under public law, or entities specially funded under public law, or are not subject to a court of general jurisdiction within Germany or in another EU Member State, the place of performance for any and all performance obligations on the part of Cellbox GmbH and for other duties owed by either party under the contract shall be Lübeck, and venue shall be proper there for all disputes arising under this contractual relationship. However, Cellbox GmbH also has the right to file actions against the Customer at the Customer's principal place of business.
- 13.2.** The leases and these terms and conditions as well as the legal relationships between the Customer and Cellbox GmbH in their entirety, are governed by the law of the Federal Republic of Germany without regard to any references to other legal systems and international treaties. Application of the UN Convention on the International Sale of Goods is excluded.

14. Final provisions

- 14.1.** Should individual provisions of these Standard Terms and Conditions be or become invalid, this shall not affect the validity of the remaining terms. The invalid term is to be replaced by such a valid term as most closely approximates the economic effect and content of the invalid one.