

CELLBOX SOLUTIONS GMBH

Standard Terms and Conditions regarding **LOGISTIC SERVICES**

2025

Cellbox Solutions GmbH enters into contracts with business customers for logistics services using the “Cellbox” transport incubator developed by Cellbox Solutions GmbH.

1. Scope

- 1.1.** “The Cellbox Solutions GmbH (“Cellbox GmbH”) Standard Terms and Conditions regarding logistics services (“Services”) using the Cellbox transport incubator (“Cellbox”) apply to business operators, legal entities under public law, and entities specially funded under public law (“Customer”) within the meaning of Sec. 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB) (“Terms and Conditions”).”
- 1.2.** The services to be provided under these Terms and Conditions cover the transportation of sensitive cells & biological materials of the Customer (“Goods”) using the Cellbox. If the Customer is not already the owner or lessee of the Cellbox at the time of commissioning the transport service, the Customer may request and Cellbox GmbH may provide the Cellbox under Cellbox GmbH’s Standard Terms and Conditions of Lease (available under <https://cellbox-solutions.com/terms-and-conditions>) to the Customer for the duration of the transportation services. Such provision of a Cellbox by Cellbox GmbH shall be deemed to be an ancillary obligation to the transport contract, subject to the applicability of the General Terms and Conditions of Lease, and shall be remunerated separately.
- 1.3.** The Cellbox with the respective Goods is to be transported in accordance with the individual agreed instructions and delivered to the recipient designated by the Customer worldwide (the “Services”).
- 1.4.** The Customer shall fulfil the applicable requirements of national and international export, customs, and foreign trade law (“Foreign Trade Law”) for all goods to be transported and services to be provided and obtain the necessary export licences,

unless Cellbox GmbH or a third party is obliged to apply for the export licences under the applicable Foreign Trade Law.

- 1.5.** The Customer undertakes to comply with all relevant EU and US anti-terror regulations (e.g. Regulation (EC) No. 881/2002 of 27 May 2002, Regulation (EC) No. 2580/2001 of 27 December 2001, last amended by Regulation (EC) No. 1285/2009 of 22 December 2009, USA Patriot Act, etc.) and to carry out the checks of its business contacts, contractual partners, subcontractors and employees required by these regulations.
- 1.6.** The Customer guarantees that all recipients and delivery addresses have been checked for compliance with all publicly accessible terrorist lists, 'black lists' or similar publications or databases of the EU or US authorities. Cellbox GmbH is not obliged to transport or deliver shipments to recipients listed in accordance with these regulations.
- 1.7.** Any shipment is accepted by Cellbox GmbH on an 'as-is' basis. Cellbox GmbH makes no representations or warranties regarding the contents or condition of the package. Furthermore, Cellbox GmbH shall not be obliged to inspect, verify, or confirm the condition, completeness, or integrity of any shipment at transfer points during transportation or upon handover to third parties. The Customer's statutory duties of inspection and notification pursuant to Section. 377 HGB remain unaffected.
- 1.8.** All offers of such Services from Cellbox GmbH are provided exclusively on the basis of these Terms and Conditions, insofar as they are not subject to mandatory law, which also governs all future dealings with the Customer involving legal transactions of an identical or similar nature.
- 1.9.** The 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.** Offers from Cellbox GmbH are generally provisional and non-binding, unless Cellbox GmbH has explicitly designated them as binding.
- 2.2.** Cellbox GmbH accepts the Customer's request that can be classified as an offer to enter into a contract regarding the Services by sending a written confirmation ("Cellbox Quotation"). The Cellbox Quotation encompasses the scope of Services described, along with the determination of the costs for said Services.
- 2.3.** The Customer has the option to accept or reject the Cellbox Quotation within 72 hours from the time the Cellbox Quotation is issued and must inform Cellbox GmbH of its decision, preferably in text form (e.g., email to the email address stipulated in

the Cellbox Quotation). If the Customer does not respond within the stipulated time, the proposal of the Cellbox Quotation shall expire. Cellbox GmbH reserves the right to withdraw a Cellbox Quotation before the Customer accepts it, and the Customer is not entitled to accept any Cellbox Quotation that has been withdrawn by Cellbox GmbH before such acceptance or has expired.

- 2.4.** As soon as the Cellbox Quotation has been accepted, a contractual relationship for the provision of Services is established, which is subject to these Terms and Conditions.

3. Obligations of Cellbox GmbH

- 3.1.** Cellbox GmbH determines the manner in which the Services are performed, including the means, route, and procedure. When determining the manner in which the Services are provided, Cellbox GmbH shall take into account the specifications and best interests of the Customer. Cellbox GmbH shall use commercially reasonable efforts to arrange for pick-up and delivery of shipments on the agreed dates, but without guaranteeing adherence to these dates. If Cellbox GmbH is not able to meet the estimated delivery dates, it must notify the Customer accordingly. The details regarding the performance of the Services are outlined to the Customer in the Cellbox Quotations.
- 3.2.** The performance of the Services by Cellbox GmbH commences with the handover of the Cellbox loaded by the Customer to the first carrier. Upon request, Cellbox GmbH can provide the Customer with reusable packaging for the shipment of Goods, necessary for the preparation of the Goods for the realization of the Services. For clarification purposes, no packaging service as such will be provided by Cellbox GmbH.
- 3.3.** Cellbox GmbH provides the Services in a diligent and professional manner, using personnel with the necessary expertise and experience. The time and care required to fulfil the Services shall be applied to meet the Customer's requirements with respect to the Services.
- 3.4.** If the intended recipient is not present at the agreed place of delivery, the Cellbox containing the Goods may only be dispatched if this has been agreed with the Customer. In the event of the impossibility of delivery due to the recipient not being present at the agreed place of delivery, the Customer is liable for all costs associated with it. If Cellbox GmbH and the Customer have agreed upon delivery without physical handover to the recipient, delivery shall be deemed to have taken place and the Services are finalized when the Cellbox with the Goods is provided at the agreed place of delivery.
- 3.5.** Cellbox GmbH shall procure insurance for the Goods with an insurer of its choice for the duration of the Services if the Customer commissions it to do so. Cellbox GmbH shall procure insurance in accordance with the Customer's instructions regarding

the sum insured and the risks to be covered. If no instructions are received, Cellbox GmbH shall decide on the type and scope of insurance at its own discretion and in accordance with market conditions. Otherwise, the Customer shall take out insurance themselves. If the Customer does not already have a Cellbox and it must therefore be made available to it for the execution of the Services, the transportation of the Cellbox to the Customer before the start of Services and after completion of the Services shall also be covered by the aforementioned.

- 3.6.** Cellbox GmbH may subcontract the performance of the Services to subcontractors at its own discretion, but remains responsible for all subcontracted Services as if they had been provided directly by Cellbox GmbH. The same standards as set out in this Section shall also apply to the performance of Services by the subcontractor.
- 3.7.** Impediments to the performance of the Services that do not fall within the control of Cellbox GmbH release Cellbox GmbH from its performance obligations for the duration of the disruption and to the extent of its effect. Such obstacles include force majeure, riots, acts of war or terrorism, strikes and lockouts, blockades of transport routes, and other unforeseeable, unavoidable, and serious events. In the event of an obstacle to performance, Cellbox GmbH is obliged to inform the Customer of any such event without undue delay. Cellbox GmbH is not liable for any damage caused during this time; in this regard the criteria set out in **Section 6.** are applicable.

4. Obligations of Customer

- 4.1.** The Customer shall provide Cellbox GmbH with the information, advice, support and documentation that Cellbox GmbH requires in connection with the provision of the Services. This also includes the instructions regarding the insurance requirements mentioned in **Section 3.5.** For reasons of biological safety, the Customer shall, in particular, be obliged to inform Cellbox GmbH of the nature and characteristics of the biological material that is placed in the Cellbox during the Services. The Customer shall also inform Cellbox GmbH in advance and in writing if the Goods that are the subject of the Services are hazardous, dangerous (UN3373 of Category B as defined in Division 6.2 of the Agreement concerning the International Carriage of Dangerous Goods by Road (known as “ADR”)), perishable or toxic goods, including detailed written instructions for the safe and appropriate handling of such Goods.
- 4.2.** The Customer shall be responsible for the preparation of the dispatch of the Cellbox together with the packaging of the respective Goods and for ensuring that the Goods are properly and securely packed in the Cellbox. The Customer is obliged to comply with all applicable laws and regulations when using Cellbox GmbH for the transport of its Goods. The Customer must provide the information and documents that may be required by these laws and regulations. Furthermore, the shipment of infectious substances of Category A as defined in Division 6.2 of the ADR in the Cellbox is not permitted.

- 4.3.** In the event that the Cellbox is provided for the Services to the Customer, the Customer is obliged to clean and decontaminate the Cellbox in accordance with the instructions in the technical manual. To document that the above procedure has been completed, the cleaning and decontamination confirmation provided for this purpose must be completed, signed by the Customer, and returned together with the Cellbox.
- 4.4.** Cellbox GmbH shall not be liable for any measures taken, fines, penalties, liquidated damages, or other consequences imposed by authorities in connection with a shipment that arise from the Customer's failure to comply with applicable laws, including but not limited to foreign trade, export control, customs, and tax regulations of the European Union, the Federal Republic of Germany, or other applicable jurisdictions. The Customer shall bear sole responsibility for such non-compliance and shall indemnify and hold Cellbox GmbH harmless against any damages, costs, or liabilities resulting therefrom.
- 4.5.** At the request of Cellbox GmbH, the Customer shall communicate the **shipment or security information to regulatory authorities** to third parties, such as subcontractors of Cellbox GmbH or customs officials.

5. Prices and Payment

- 5.1.** The costs associated with the Services, including the costs of appropriate insurance and, if applicable, the costs related to the provision of the Cellbox, shall be borne by the Customer. The Customer will be provided in advance with a cost estimate with the Cellbox Quotation.
- 5.2.** Cellbox GmbH is entitled to compensation for expenses which it was entitled to consider necessary in the circumstances and for which it is not responsible, in particular contributions to average procedures, detention or demurrage costs, and repackaging to protect the Goods.
- 5.3.** Upon request, the Customer shall indemnify Cellbox GmbH against expenses such as freight claims, contributions to average procedures, customs duties, taxes, and other levies imposed on Cellbox GmbH, in particular as the party authorised to dispose of the Goods or as the owner of third-party goods, if Cellbox GmbH is not responsible for them.
- 5.4.** Cellbox GmbH is obliged to provide the Customer with the necessary information on the status of the transaction upon request and to render an account after its execution; however, it is only obliged to disclose the costs if it is acting for the account of the Customer.
- 5.5.** Upon completion of the services, Cellbox GmbH shall issue an invoice to the Customer, and the Customer shall remit full payment of the invoiced amount no later than thirty (30) days from the invoice date. If Cellbox GmbH agrees to collect from a Consignee or other third party, instead of from the Customer, any amounts that

would otherwise be payable by the Customer under the Contract, the Customer shall nevertheless remain liable for payment of these amounts and, in the case that Cellbox GmbH informs the Customer that any such amount has not been paid by the applicable third party when due, the Customer shall pay the applicable amount to Cellbox GmbH within seven (7) days.

- 5.6.** If the Customer is in default of payment, default interest will be due in accordance with the statutory provisions (Sec. 288 BGB). Claims for any further damages arising from delayed performance remain unaffected. Cellbox GmbH reserves the right to suspend the provision of services and will recover late fees, along with the applicable interest. The Customer shall, upon request, reimburse Cellbox GmbH for all costs and expenses (including full legal fees) incurred in the collection of overdue amounts.
- 5.7.** The Customer may only set off counterclaims or withhold payments based on such claims where the counterclaims are undisputed or have been finally upheld in a court of law or arise from the same order under which the delivery in question was made.

6. Limitation of liability

- 6.1.** Liability is governed by the standards of the German Commercial Code (Handelsgesetzbuch, HGB) as far as mandatory international law is not applicable.
- 6.2.** In all other respects and to the extent permitted by law, the liability of Cellbox GmbH towards the Customer is limited to intent and gross negligence. In the event of negligence, Cellbox GmbH shall only be liable.

6.2.1. in the event of injury to life, limb, or health on the part of the Customer and;

6.2.2. in the event of a breach of a “cardinal obligation”.

“Cardinal obligations” shall mean material contractual obligations, i.e., obligations whose fulfillment is essential for the proper execution of the Services and on whose compliance the Customer may regularly rely.

In case of Section 1.2.2, liability shall be limited to the typical contractual damages foreseeable on the effective date of the respective contractual relationship.

Claims arising from (i) the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and/or (ii) the breach of an expressly assumed warranty shall remain unaffected by limitations of liability and/or (iii) no-fault liability in accordance with Book 4, Section 5 HGB.

- 6.3.** If acting as a forwarder, Cellbox GmbH is only liable for damage to the Goods that occurred during the performance of the Services in the Cellbox
- 6.3.1.** insofar as it can be demonstrated that the damage lies within Cellbox GmbH’s sphere of responsibility (e.g., provided Cellbox was defective (and

not due to a fault of the Customer during packaging of the Goods), incorrect handling of the Cellbox with the Goods during the procurement of the Services by Cellbox GmbH or any subcontractor, etc.) and

6.3.2. within the scope of this **Section 6**

- 6.4.** Cellbox GmbH shall maintain liability insurance with an insurer of its choice.
- 6.5.** In the event of damage to or loss of the supplied Cellbox caused by the Customer's intentional or grossly negligent failure to comply with the relevant instructions, the Customer shall be liable for the costs of repair or replacement of that Cellbox. Liability is limited to a maximum of €15,000.00 (in words: fifteen thousand Euros).
- 6.6.** If Cellbox GmbH provides the Customer with reusable packaging and accessories for the dispatch of Goods, the Customer shall bear the risk of loss of and damage to such accessories and packaging (except for normal wear and tear) when the corresponding risk is realized in the Customer's risk sphere.

7. Confidentiality and Data Protection

- 7.1.** Cellbox GmbH and the Customer each undertakes to keep any and all proprietary and confidential information, knowledge and trade secrets of the other Party ("Disclosing Party"), which are made available to that Party ("Receiving Party") within the framework of the established legal relationship and within the scope of this Terms and Conditions ("Confidential Information") and marked as "confidential" or are confidential by nature, in strict confidence and not to make such Confidential Information available to third parties (directly or indirectly) or to use such Confidential Information for purposes other than the purpose of performance of the Services, unless the Disclosing Party has given its prior written consent. This confidentiality obligation does not apply if this information:
 - 7.1.1.** is or becomes public knowledge through no fault or omission of the Receiving Party;
 - 7.1.2.** is, at the time of disclosure, already in the possession of the Receiving Party;
 - 7.1.3.** is lawfully obtained by the Receiving Party from a third party under no obligation of confidentiality to the Disclosing Party; or
 - 7.1.4.** is independently developed by the Receiving Party without reference to the Confidential Information disclosed pursuant to this Agreement.
- 7.2.** Obtaining trade secrets of Cellbox GmbH by observing, examining, reverse engineering, or testing the provided Cellbox is prohibited.
- 7.3.** When processing personal data in the course of the provision of Services, Cellbox GmbH shall comply with the applicable data protection regulations.

8. Final provisions

- 8.1.** These Terms and Conditions and the legal relationship between the Customer and Cellbox GmbH are subject to the laws of the Federal Republic of Germany.
- 8.2.** The place of jurisdiction for all claims and disputes arising from this legal relationship is Hamburg, Germany. The place of jurisdiction for all legal disputes arising from the transport contract, its initiation, or in connection with it is Hamburg, Germany, for all parties involved, provided they are merchants.

In the case of Art. 31 CMR and 46 § 1 CIM, the above agreement on the place of jurisdiction applies as an additional agreement on the place of jurisdiction.

- 8.3.** Should any of the provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.