

CELLBOX SOLUTIONS GMBH

Standard Terms and Conditions of SALES

2025

The Cellbox Solutions GmbH ("Cellbox GmbH") Standard Terms and Conditions regarding the purchase of the ("Cellbox") transport incubator stated here 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. Scope

- 1.1.** The Cellbox Solutions GmbH ("Cellbox GmbH") Standard Terms and Conditions for the sale of the Cellbox ("Purchased Item") stated here 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 (Bürgerlichesgesetzbuch, BGB).
- 1.2.** All products, services, and offers of such from Cellbox GmbH are provided exclusively on the basis of these terms and conditions, which also govern all future dealings with the Customer involving legal transactions of an identical or similar nature.
- 1.3.** In the event of any inconsistency or conflict between contractual documents, the following order of precedence shall apply: (i) the written Quotation issued by Cellbox GmbH, (ii) any supplementary provisions expressly agreed in writing, and (iii) these Standard Terms and Conditions.
- 1.4.** 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.

- 1.5.** The Purchased Item may be subject to additional software licence terms. The applicable licence agreement(s) are provided to the Customer together with the Purchased Item and are additionally available at **Software License Agreements.** These licence agreement(s) form an integral part of the contractual relationship.

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 contract of sale 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.
- 2.4.** The Customer acknowledges and agrees to be bound by these Terms and Conditions upon placing an order or upon receipt of sales documents that refer to these Terms and Conditions. This Agreement constitutes the complete and exclusive basis of the contractual relationship governing the purchase.
- 2.5.** Once an order has been placed, it may not be cancelled or amended without the prior written consent of Cellbox GmbH.

3. Delivery

- 3.1.** Cellbox GmbH can procure the services of a shipping company to dispatch the Purchased Item.
- 3.2.** 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.
- 3.3.** 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.
- 3.4.** 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.
- 3.5.** In the event the Customer delays acceptance of the Purchase Item, Cellbox GmbH has the right to demand damages for any loss it sustains. At the time such

acceptance becomes delinquent, the risk of accidental deterioration and accidental destruction of the Purchased Item transfers to the Customer.

- 3.6.** 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.
- 3.7.** This does not affect further statutory claims and rights accruing to the Customer due to delayed delivery.

4. Prices and payment

- 4.1.** The prices valid at the time of the Customer's order shall apply. Unless otherwise agreed, prices are exclusive of transportation costs, insurance charges, and the value-added tax (VAT) applicable at the time. In the event that Cellbox GmbH is obliged to collect or remit taxes, duties, levies, or other public charges on behalf of the Customer, such amounts shall be added to the invoice and borne by the Customer. Where the Customer is entitled to a tax exemption, a valid exemption certificate or other official proof must be provided to Cellbox GmbH prior to the placement or processing of the order.
- 4.2.** The charges for the packaging normally required for transportation or shipping are calculated at cost price unless otherwise agreed with the Customer.
- 4.3.** Payments are to be sent via electronic funds transfer to the Cellbox GmbH bank account indicated in the currency stated on the invoice.
- 4.4.** The purchase price is due and payable immediately and without deduction upon formation of the contract. The 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. The 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, the statutory provisions apply.

5. Offsetting and rights to withhold payment

- 5.1.** The 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.
- 5.2.** The Customer may exercise a right to withhold payment only where the Customer's counterclaim is based on the same contractual relationship.

- 5.3.** The Customer agrees to maintain the confidentiality of the software and related documentation provided under this Agreement. The Customer shall not disassemble, decompile, reverse-engineer, modify, reproduce, or create derivative works of the Purchased Item, the software, or the related documentation, except where mandatorily permitted under §§ 69d, 69e UrhG (German Copyright Act) or expressly authorised in writing by Cellbox GmbH. The Customer shall further not sell, assign, sublicense, lease, lend, pledge, or otherwise transfer the software or related documentation to any third party without the prior written consent of Cellbox GmbH. Any breach of these obligations entitles Cellbox GmbH to terminate the licence and related contractual rights with immediate effect, without prejudice to any further statutory or contractual remedies.

6. Transfer of risk when items are shipped

- 6.1.** Where the Customer has requested that the Purchased Item be shipped, the risk of accidental destruction and accidental deterioration of the Purchased Item transfers to the Customer as soon as Cellbox GmbH has turned the Purchased Item over to the shipper, the carrier, or other individual or establishment designated to dispatch the shipment.
- 6.2.** If shipping is delayed at the Customer's request, the risk transfers at the time the Customer is notified that the Purchased Item is ready to be shipped.

7. Retention of title

- 7.1.** As security for payment of the purchase price, Cellbox GmbH retains the title to Purchased Items delivered ("goods subject to retention") until payment of the charges giving rise to the business relationship has been made in full. The Customer must treat goods subject to retention with care and put them to use exclusively in accordance with their intended use. The intended use comprises the use of a transport incubator that facilitates the transportation of cell cultures in simple cell culture vessels. In the event of multiple charges or open accounts, the retention of title is considered security for the payment of the entire balance due, even where individual deliveries of goods have already been paid for.
- 7.2.** In the event of conduct by the Customer in breach of contract, in particular default on payment, Cellbox GmbH has the right to rescind the contract and demand that the Customer return goods subject to retention. Upon rescission, Cellbox GmbH has the right to resell goods subject to retention. After deduction of a reasonable amount for the costs of resale, the proceeds from such sale will be deducted from amounts owed by the Customer.
- 7.3.** Where third parties assert rights to goods subject to retention, in particular in the event of their 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.

- 7.4.** Ownership of the Purchased Item shall remain with Cellbox GmbH until all outstanding claims arising from the business relationship have been settled in full. Provided the Customer is not in default, the Customer is entitled to process and resell the goods subject to retention of title in the ordinary course of business. Pledging or assigning the goods as security is not permitted. As collateral, the Customer hereby assigns to Cellbox GmbH all receivables arising from such resale or from any other legal ground (including insurance claims or claims in tort) relating to the goods subject to retention of title. Cellbox GmbH authorises the Customer to collect the assigned receivables in its own name and for its own account; this authorization is revocable. This authorisation is revocable and shall automatically lapse if the Customer fails to duly meet its payment obligations, experiences financial difficulties, if enforcement measures are initiated against the Customer, or if insolvency proceedings are filed against the Customer's assets or such proceedings are rejected due to lack of assets.
- 7.5.** Upon request by the Customer, Cellbox GmbH must relinquish the security interests to which it is entitled to the extent that the realizable value of such security interests exceeds Cellbox GmbH's secured receivables by more than 10%; Cellbox GmbH has the right to select which security interests are to be relinquished.

8. Warranty

- 8.1.** The statutory warranty rights accrue to the Customer with respect to Cellbox GmbH in accordance with the terms laid out as follows.
- 8.2.** For the Customer to exercise warranty rights, the Customer must have duly satisfied its obligations to examine goods and report any problems as set out in Sec 377 of the German Commercial Code (Handelsgesetzbuch, HGB).
- 8.3.** The Customer is not entitled to claims for defects where the only deviations in stipulated features are inconsequential.
- 8.4.** The Customer must obtain prior written authorization from Cellbox GmbH before returning any products. Returns shall only be accepted for items that are defective or damaged, provided that (i) Cellbox GmbH is notified in writing within five (5) business days of receipt, and (ii) the defect or damage is not attributable to the Customer, third parties, or improper handling. If notification is not received within the specified period, the products shall be deemed accepted. Such deemed acceptance shall not affect any statutory warranty rights of the Customer pursuant to these Terms.

- 8.5.** When handling the Purchased Item, the Customer must follow the operating instructions, in particular the included directions from Cellbox GmbH on how to clean it. In the event that a defect arises due to the Purchased Item being incorrectly operated and/or incorrectly cleaned or not cleaned by the Customer, this voids the warranty rights.
- 8.6.** The Customer may not reconfigure or process the Purchased Item. Any kind of alteration is performed at the Customer's own risk and will void the Customer's warranty rights.
- 8.7.** Where there are legitimate complaints of defects that have been reported in a timely manner, the Customer is entitled to a cure during the warranty period. Cellbox GmbH has the right to select the type of cure (remedy of the defect or replacement with an item free from defects). Where the cure fails or further attempts at a cure are untenable for the Customer, the Customer has the right to reduce payment or to rescind the contract.
- 8.8.** Cellbox GmbH is responsible for any expenditures required for the cure of defects, in particular the costs of transportation and travel, labor, and materials, provided the expenditures are not increased due to the Purchased Item supplied by Cellbox GmbH being brought to a location other than the specified delivery address, except where such transfer to a different location is in keeping with its intended use.
- 8.9.** The Customer can assert claims for damages due to a defect as set out in the terms in Section 10 only after the cure has failed or Cellbox GmbH has refused to cure the defect. This does not affect the Customer's right to assert more extensive damages claims as set out in the terms in Section 10.
- 8.10.** Solely the Customer can assert claims against Cellbox GmbH for defects and such claims cannot be assigned.
- 8.11.** In the event claims are made against the Customer by its customers or by a consumer due to a defect in the Purchased Item supplied and such defect already existed at the time of transfer of risk, or a consumer in his or her capacity as the ultimate user has registered a complaint regarding such, the Customer's statutory rights of recovery from Cellbox GmbH under Secs. 478 and 479 BGB remain unaffected.
- 8.12.** The period of limitation for defect claims is one year from the date of transfer of risk. This does not apply where the law, as set out in Sec. 438 (1) no. 2 BGB (buildings and building materials), Secs. 478 and 479 BGB (rights of recovery from suppliers) and Sec. 634a (1) no. 2 BGB (construction defects), stipulates longer limitation periods, or in the event of loss of life and limb, health, or well-being, or for breaches of contract arising out of willful misconduct or gross negligence on the part of Cellbox GmbH or where a defect has been concealed with fraudulent intent.

9. Return Condition and Decontamination Obligations

- 9.1.** In the event that a Purchased Item is returned to Cellbox GmbH for warranty purposes, servicing, annual maintenance, or any other contractual reason, the Customer shall ensure that the item has been duly cleaned and decontaminated in accordance with the operating instructions and any guidelines issued by Cellbox GmbH. The Customer shall complete and sign Cellbox GmbH's official Decontamination Form ("Decontamination Form"), which must accompany the returned item. If the Purchased Item is returned without a duly signed Decontamination Form, Cellbox GmbH shall be entitled to refuse acceptance and return the item to the Customer at the Customer's expense. Where it is evident, notwithstanding such confirmation, that the Purchased 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) carry out or arrange for the necessary cleaning itself and charge the Customer a reasonable cleaning fee. This obligation applies equally to all returns, including warranty claims, inspections, and maintenance services.

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 or has offered a guarantee of features. 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. Place of performance, venue, governing law

- 11.1.** 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.
- 11.2.** The sales contracts 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.

12. Final provisions

- 12.1.** 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.