

CELLBOX SOLUTIONS INC.

Standard Terms and Conditions regarding LOGISTIC SERVICE

2025

Cellbox Solutions Inc. ("Cellbox Inc.") enters into contracts with Customers regarding the logistic services using the "Cellbox" transport ("Cellbox") developed by Cellbox Solutions GmbH.

1. Contract Formation

- 1.1.** Cellbox Solutions Inc. ("Cellbox Inc.") is a corporation registered in the state of Maryland, USA. Cellbox Inc. Standard Terms and Conditions regarding logistic services ("Services") using the Cellbox transport incubator stated here apply to business entities, corporations, and organizations ("Customer") Worldwide.
- 1.2.** These Terms and Conditions apply to all services rendered by Cellbox Inc. related to the transportation of sensitive cells and biological materials ("Goods"). If the Customer is not already the owner or lessee of a Cellbox at the time of commissioning the transport service, the Customer may request, and Cellbox Inc. may provide the Cellbox under Cellbox Inc.'s Standard Terms and Conditions of Lease (available at <https://cellbox-solutions.com/terms-and-conditions>) for the duration of the transportation services. Such provision of a Cellbox by Cellbox Inc. 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.** Definitions:
 - 1.3.1.** Consignee means the Owner, Customer, or other person to whom a Consignment is to be delivered.
 - 1.3.2.** Customer means the entity that has entered into the Contract with Cellbox Inc., under which Cellbox Inc. is to supply Services.

- 1.3.3. Dangerous Goods" means materials classified as hazardous for transport under UN, IATA DGR, ICAO TI, ADR/GGVSE regulations, or other applicable national or international regulations. It also includes goods that, due to their nature or condition, pose a risk to public safety, health, or property during transport
- 1.3.4. Confidential Information – Any proprietary or confidential information exchanged between the parties, including trade secrets and business strategies.
- 1.3.5. Cellbox Quotation means any quotation, estimate, or other communication from Cellbox Inc. made in writing, offering to provide Services to the Customer and specifying and/or describing those Services
- 1.3.6. Cellbox: The proprietary transport incubator developed by Cellbox Inc. is used for the secure and temperature-controlled transport of Goods.
- 1.3.7. Services means services in connection with the supply of packaging for, packing, handling, import and export, shipping, and logistics services, which are to be supplied by Cellbox Inc. under the Contract
- 1.3.8. Cleaning and Decontamination – The process by which the Cellbox is cleaned and sanitized before being returned to Cellbox Inc.
- 1.3.9. Logistics Services: The transportation and delivery of Goods using Cellbox's proprietary transport incubator, including all associated services such as packaging, handling, and tracking
- 1.4. Cellbox Inc. will transport the Cellbox and the Customer's materials (the "Goods") in accordance with the agreed specifications to the delivery location designated by the Customer (the "Services").
- 1.5. The Customer is solely responsible for complying with all applicable U.S. and international export control, customs, and trade regulations ("Trade Laws"), including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations enforced by the Office of Foreign Assets Control (OFAC). Customer shall obtain all necessary licenses or permits unless Cellbox Inc. is expressly responsible for obtaining such under the applicable laws.
- 1.6. The Customer shall comply with all applicable anti-terrorism laws, including, but not limited to, the USA PATRIOT Act and related OFAC sanctions regulations. Customer affirms that all recipients and shipping destinations are not subject to restrictions under U.S. law.
- 1.7. It is mutually agreed that any shipment is accepted by Cellbox Inc. on an "as-is" basis. Cellbox Inc. makes no representations or warranties regarding the contents or condition of any package. Furthermore, Cellbox Inc. shall have no obligation to inspect, verify, or confirm the condition, completeness, or integrity of any shipment at transportation transfer points where handovers occur.

- 1.8.** Cellbox Inc. reserves the right to reject or terminate transportation if it reasonably believes that the Customer, recipient, or destination is listed on a restricted party or denied party list under applicable U.S. law.
- 1.9.** These Terms apply exclusively to all logistics service contracts between Cellbox Inc. and the Customer, unless otherwise agreed in writing. They also apply to future transactions unless otherwise agreed.
- 1.10.** The applicability of the Customer's terms and conditions is hereby expressly rejected. Any of the Customer's terms and conditions that deviate from or conflict with these Terms and Conditions shall apply only if Cellbox Inc. has expressly agreed to them in writing.

2. Contract Formation

- 2.1.** All offers from Cellbox Inc. are non-binding unless specifically stated as binding.
- 2.2.** Cellbox Inc. will provide a written quotation outlining the scope of Services and costs ("Cellbox Quotation"). Acceptance of this Quotation by the Customer establishes a legally binding contract for Services subject to these Terms.
- 2.3.** The Customer may accept or reject the Cellbox Quotation within 72 hours of issuance by notifying Cellbox Inc., preferably in writing (e.g., email to the address specified in the Cellbox Quotation). If the Customer does not respond within the stipulated time, the proposal shall expire. Cellbox Inc. reserves the right to withdraw the Cellbox Quotation before acceptance, and the Customer shall have no right to accept any expired or withdrawn Quotation.
- 2.4.** Upon acceptance of the Cellbox Quotation, a binding contract for Services is established, governed by these Terms and Conditions. The Customer also agrees to these Terms and Conditions on behalf of any third party, including the Owner, Shipper, Consignee, and any third party having or claiming to have an interest in any Consignment.

3. Obligations of Cellbox Inc.

- 3.1.** Cellbox Inc. shall determine the method, route, and means of performing the Services, taking into account Customer's instructions where commercially reasonable. While Cellbox Inc. will use commercially reasonable efforts to meet requested delivery timelines, it does not guarantee specific delivery dates. If delays occur, Cellbox Inc. will notify the Customer as soon as practicable.
- 3.2.** The Services commence when the Cellbox, preloaded by the Customer, is handed over to the first carrier. Upon request, Cellbox Inc. may provide reusable packaging materials, but will not package Goods on behalf of the Customer.

- 3.3.** Cellbox Inc. will perform the Services in a diligent, professional manner, using qualified personnel. 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 recipient is unavailable at delivery, Cellbox Inc. may deliver the shipment according to alternative instructions agreed in writing. If delivery is not possible, the Customer shall bear all costs resulting from non-delivery. If the Customer has agreed to unattended delivery, the Service is considered fulfilled once the Cellbox Inc. has been placed at the agreed delivery location.
- 3.5.** If expressly requested in writing, Cellbox Inc. shall procure insurance for the Goods with an insurer of its choice for the duration of the Services, based on the Customer's instructions. In the absence of such instructions, coverage shall be determined at Cellbox Inc.'s reasonable discretion. If no insurance is requested, Cellbox Inc. may procure basic coverage, limited to \$250.00 per shipment. Insurance shall also cover the transport of any Cellbox provided to the Customer for the performance of the Services. Where no insurance is requested, the Customer shall be solely responsible for procuring appropriate coverage.
- 3.6.** Cellbox Inc. may subcontract any part of the Services without prior notice, but remains liable for the actions of its subcontractors as if performed by Cellbox Inc. itself.
- 3.7.** Force majeure and other events beyond Cellbox Inc.'s control (including natural disasters, acts of terrorism, labor strikes, governmental actions, or transportation route closures) relieve Cellbox Inc. of its performance obligations for the duration of the disruption. Cellbox Inc. will notify the Customer promptly and shall not be held liable for damages arising from such events.

4. Obligations of Customer

- 4.1.** The Customer shall provide Cellbox with all necessary documents, information, and support to perform the Services, including insurance preferences and biological safety declarations. Customer must inform Cellbox Inc. in advance if any Goods are hazardous, perishable, toxic, or regulated under applicable transport regulations (e.g., UN3373 Category B), and provide handling instructions.
- 4.2.** The Customer is responsible for preparing and securely packaging the Goods inside the Cellbox in compliance with applicable laws and regulations. Shipment of Category A infectious substances (as defined under U.S. Department of Transportation or applicable international regulations) using Cellbox is strictly prohibited.
- 4.3.** If Cellbox is leased from Cellbox Inc., The Customer must clean and decontaminate it per Cellbox's technical instructions and confirm such action in writing upon return.

The Customer shall not transfer, modify, reverse-engineer, or allow unauthorized third parties to use the Cellbox.

- 4.4.** The Customer agrees to communicate required shipment or security information to regulatory authorities or third parties, including customs officials and subcontractors, upon request.
- 4.5.** Cellbox Inc. shall not be liable for any actions taken, liquidated damages, fines, penalties, or other consequences imposed by any governmental authority in connection with the shipment, arising from the Customer's failure to comply with applicable laws, regulations, or governmental notifications of any country or jurisdiction. The Customer shall be solely responsible for, and shall indemnify and hold harmless Cellbox Inc. against, any damages, costs, or liabilities resulting from such non-compliance.

5. Prices and Payment

- 5.1.** All service costs, including insurance and Cellbox provision, are borne by the Customer. A detailed cost estimate will be provided in the Quotation.
- 5.2.** Cellbox Inc. is entitled to reimbursement for necessary and reasonable expenses not caused by its own fault, including but not limited to demurrage, repackaging, or emergency handling fees.
- 5.3.** The Customer shall indemnify Cellbox Inc. against any charges, duties, or penalties imposed by government agencies or third parties (e.g., customs duties or freight claims) that are not caused by Cellbox Inc.
- 5.4.** Upon completion of the Services, Cellbox Inc. will issue an invoice. The Customer must pay in full within thirty (30) days of the invoice date. If a third party (e.g., recipient) was designated for payment but fails to pay, the Customer remains liable and must remit payment within seven (7) days of notice.
- 5.5.** If the Customer fails to make any payment when due, Cellbox Inc. may suspend Services and assess a late payment fee of 5% per month, or the maximum rate permitted by applicable law, whichever is lower. This is in addition to any rights Cellbox Inc. may have under law or contract, including reimbursement of legal fees and collection costs.
- 5.6.** The Customer may only offset amounts against Cellbox Inc.'s invoice where claims are undisputed or affirmed by final court judgment and arise from the same transaction.

6. Transfer of Risk

- 6.1.** To the maximum extent permitted by Maryland and applicable federal law, Cellbox Inc.'s liability is limited to gross negligence or willful misconduct. In cases of simple negligence, Cellbox Inc. is only liable for:
 - 6.1.1.** injury to life, body, or health; or
 - 6.1.2.** a breach of material contractual obligations ("cardinal duties"), and only to the extent of typical, foreseeable damages.
- 6.2.** Cellbox Inc. is not liable for any consequential, indirect, incidental, or punitive damages, including loss of profits or business, even if advised of the possibility thereof.
- 6.3.** Cellbox Inc. shall not be liable for any damage or loss exceeding the scope or limits of insurance procured under Section 3.5, unless such extended coverage has been expressly requested by the Customer and confirmed by Cellbox Inc. in writing.
- 6.4.** Cellbox Inc.'s liability for loss or damage to Goods is limited to the portion of the Services under its direct control and only where damage was demonstrably caused by Cellbox Inc.'s or its subcontractor's handling.
- 6.5.** The Customer shall be liable for any damage to or loss of any leased Cellbox arising from improper use, mishandling, failure to comply with Cellbox Inc.'s technical instructions (including cleaning and decontamination requirements), or any unauthorized access or modification, ordinary wear and tear excepted. In such an event, the Customer shall reimburse Cellbox Inc. for the reasonable costs of repair or replacement, up to a maximum of USD 15,000 per unit, and shall be liable for related losses reasonably incurred by Cellbox Inc., including lost rental income and administrative costs. This provision is without prejudice to any other rights or remedies available to Cellbox Inc. under this Agreement or applicable law.
- 6.6.** The Customer assumes risk for any accessories or reusable packaging provided by Cellbox Inc., excluding ordinary wear and tear.
- 6.7.** Cellbox Inc. maintains liability insurance in accordance with industry standards.

7. Confidentiality and Data Protection

- 7.1.** Each party agrees to protect the other's confidential information disclosed during the provision of Services, and to use such information solely for performance under these Terms, unless otherwise agreed in writing. Confidential information may only

be used for the performance of Services and must not be disclosed to unauthorized third parties.

- 7.2.** This obligation does not apply to information that is publicly available, already lawfully known to the recipient, independently developed, or legally obtained from a third party without breach of confidentiality.
- 7.3.** The Customer may not reverse-engineer, disassemble, or analyze Cellbox hardware or software without express permission.
- 7.4.** Cellbox Inc. shall process personal data in compliance with applicable U.S. data privacy laws and industry standards.

8. Governing Law and Jurisdiction

- 8.1.** These Terms are governed by and interpreted under the laws of the State of Maryland, without regard to its conflict of law rules.
- 8.2.** Any dispute arising under or in connection with these Terms or the Services shall be resolved exclusively in the state or federal courts located in Maryland.
- 8.3.** Each party submits to the jurisdiction and venue of such courts.
- 8.4.** If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.