

CELLBOX SOLUTIONS INC.

Standard Terms and Conditions regarding **SALES**

2025

Cellbox Solutions Inc. ("Cellbox Inc.") enters into contracts with customers regarding the purchase of the "Cellbox" transport incubator developed by Cellbox Solutions GmbH and the Fraunhofer Institute for Marine Biotechnology and Cell Technology.

1. Scope

- 1.1.** These Terms and Conditions ("Terms"), Cellbox Inc.'s quotations ("Cellbox Quotation"), and any applicable supplementary terms govern all sales of the Cellbox transport incubator ("Purchased Item") by Cellbox Inc. to businesses, public institutions, and other entities acting in a commercial or professional capacity ("Customer")
- 1.2.** All offers, deliveries, and services from Cellbox Inc. are governed exclusively by these Terms, including all future transactions with the Customer.
- 1.3.** Any terms proposed by the Customer that differ from or conflict with these Terms shall not be binding unless explicitly accepted in writing by Cellbox Inc.
- 1.4.** Terms Conflict: In case of a conflict between documents, the following order of precedence applies: (i) the Quotation, (ii) any applicable Supplementary Terms, and (iii) these Terms. Cellbox Inc. expressly rejects any conflicting or additional terms provided by the Customer. If these Terms differ from those in the Customer's offer, these Terms shall prevail
- 1.5.** Supplementary Terms: Purchased Item are subject to additional software licenses, Customer can find the software license agreement here: **[Software License Agreements](#)**

2. Contract Formation

- 2.1.** Cellbox Inc. may accept a Customer order within 14 calendar days, either by written confirmation or by fulfilling the order.
- 2.2.** All offers by Cellbox Inc. are non-binding unless explicitly stated as binding in writing.
- 2.3.** Product specifications, dimensions, and weights are only binding if confirmed in writing by Cellbox Inc.
- 2.4.** The Customer agrees to be bound by these Terms by placing an order or by receiving sales documents referencing these Terms. This Agreement constitutes the complete and exclusive contract governing the purchase.
- 2.5.** Once the order has been placed, it cannot be cancelled or changed without Cellbox Inc.'s written consent.

3. Delivery

- 3.1.** Cellbox Inc. may use third-party logistics or shipping companies to fulfil delivery obligations.
- 3.2.** Delivery is contingent on timely and proper supply to Cellbox Inc. by its own suppliers, unless the delay is within Cellbox Inc.'s control.
- 3.3.** Partial deliveries are permitted if they are reasonable and beneficial to the Customer.
- 3.4.** Delivery times are approximate unless a fixed delivery date has been confirmed in writing. Periods set for delivery commence only after all of the details regarding order fulfilment have been clarified in their entirety and Customer has satisfied its obligations properly and in a timely manner.
- 3.5.** If the Customer delays acceptance of the shipment, the risk of loss or damage transfers to the Customer upon notice of readiness to ship, and Cellbox Inc. may claim damages for resulting losses.
- 3.6.** Events beyond Cellbox Inc.'s control (e.g., force majeure, strikes, etc.) may delay delivery. Delivery timelines shall be extended accordingly.
- 3.7.** Statutory rights of the Customer in case of delayed delivery remain unaffected.

4. Prices & Payment

- 4.1.** Prices in effect at the time the order is placed shall apply. All prices are exclusive of shipping, insurance, and applicable taxes. Unless expressly stated otherwise, the prices for Purchased Items do not include any federal, state, or local taxes, duties,

levies, or other governmental charges, including but not limited to sales, use, excise, or customs taxes. Any such charges shall be the sole responsibility of the Customer. In the event that Cellbox Inc. is required to collect or remit any such taxes or charges on the Customer's behalf, such amounts shall be added to the Customer's invoice and shall be payable by the Customer. If the Customer claims a tax exemption, a valid and properly executed exemption certificate or official documentation must be provided to Cellbox Inc. for each applicable jurisdiction prior to the placement or processing of the order.

- 4.2.** Delivery Fees: Unless expressly stated otherwise, product prices do not include delivery, shipping, or handling charges. Where applicable, such charges shall be borne by the Customer. Cellbox Inc. is not responsible for standard delivery or handling fees unless explicitly agreed in writing.
- 4.3.** Payment is due via electronic funds transfer to Cellbox Inc.'s designated bank account using the currency shown on the invoice.
- 4.4.** After the service is completed, Cellbox Inc. will issue an invoice. The Customer shall pay the full invoice within thirty (30) days of the invoice date. If Cellbox Inc. agrees to collect payment from a consignee or third party on the Customer's behalf, the Customer remains liable if that party fails to pay. In such cases, the Customer must pay the outstanding amount within seven (7) days of notice.
- 4.5.** If the Customer fails to make any payment when due, and without prejudice to any other rights or remedies available to Cellbox Inc., the Customer shall, upon Cellbox Inc.'s demand, be liable to pay a late payment fee. This fee may include, but is not limited to, interest charges, administrative costs, and any reasonable collection expenses incurred as a result of the delay.

5. Offsets and Withholding Rights

- 5.1.** The Customer may offset payments only against undisputed or legally established claims that are acknowledged by Cellbox Inc.
- 5.2.** The Customer may exercise a right of retention only if it arises from the same contractual relationship and is legally valid or undisputed
- 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 as expressly permitted by applicable law or authorised in writing by Cellbox Inc. 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 Inc. Any breach of these obligations entitles Cellbox Inc. to terminate the licence and related contractual rights with immediate effect, without prejudice to any other legal or equitable remedies.

6. Transfer of Risk

- 6.1.** If shipment is requested, the risk of loss passes to the Customer as soon as the purchased item are handed 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 passes at the time of notification of readiness for shipment to the Customer.

7. Retention of Title

- 7.1.** Title to the Purchased Item remains with Cellbox Inc. until full payment has been received. The Customer shall treat the goods with care and use them only as intended.
- 7.2.** In the event of Customer default, Cellbox Inc. may rescind the contract and demand the return of the goods. Cellbox Inc. may resell the returned goods and credit the proceeds against outstanding claims, minus reasonable handling costs.
- 7.3.** The Customer shall immediately notify Cellbox Inc. in writing and verbally in advance of any third-party claims, damage, or loss of the goods subject to retention of title. The customer should advise the third party in writing in a documentable manner of Cellbox Inc.'s title to the item(s)
- 7.4.** Title to the Purchased Item shall remain with Cellbox Inc. until all amounts owed by the Customer under the business relationship have been paid in full. Provided the Customer is not in default, the Customer may, in the ordinary course of business, resell the goods subject to this retention of title. The Customer shall not pledge, assign, or otherwise grant a security interest in the goods to any third party. As security, the Customer hereby assigns and grants to Cellbox Inc. a continuing security interest in all receivables and proceeds arising from any resale of the goods or from any other legal ground (including insurance claims or claims in tort) relating to the goods subject to this retention of title. Cellbox Inc. authorizes the Customer to collect such receivables in its own name and for its own account; this authorization is revocable and shall automatically terminate if the Customer fails to duly meet its payment obligations, becomes subject to financial distress, if enforcement actions are initiated against the Customer, or if bankruptcy or insolvency proceedings are filed with respect to the Customer's assets or such proceedings are dismissed for lack of assets.
- 7.5.** Upon the Customer's written request, Cellbox Inc. shall release its security interest in the goods or receivables to the extent that the realizable value of the collateral exceeds the secured obligations owed to Cellbox Inc. by more than ten percent (10%). Cellbox Inc. shall have the sole discretion to determine which collateral is to be released.

8. Return Policy

- 8.1.** The Customer must obtain written authorization from Cellbox Inc. before returning any products. Returns will only be accepted for products that are defective or damaged, provided that (i) Cellbox Inc. is notified in writing within five (5) business days of receipt, and (ii) the damage was not caused by the Customer, third parties, or improper handling. If notification is not received within the specified period, the product will be deemed accepted. Such acceptance does not affect any applicable warranty rights the Customer may have under these Terms.
- 8.2.** The Customer must obtain written authorization from Cellbox Inc. before returning any products, whether for warranty claims, service, annual maintenance, or any other reason, and all returned items must be properly cleaned and decontaminated in accordance with the operating instructions and any guidelines provided by Cellbox Inc. The Customer is further required to complete and sign Cellbox Inc.'s official Decontamination Form ("Decontamination Form"), which must accompany the returned item. If a product is returned without prior authorization, without the signed form, or is evidently not properly cleaned or decontaminated, Cellbox Inc. may refuse acceptance and return the item at the Customer's expense, or alternatively perform the required cleaning itself and charge the Customer a reasonable cleaning fee.

9. Warranty

- 9.1.** The Customer is entitled to statutory warranty rights in accordance with the terms set forth below.
- 9.2.** To exercise any warranty rights, the Customer must inspect the goods upon receipt and promptly notify Cellbox Inc. of any defects in accordance with generally accepted commercial practices. Failure to provide such notice within a reasonable time after discovery of the defect may result in a waiver of warranty claims, in line with the applicable provisions of the Uniform Commercial Code (UCC).
- 9.3.** Warranty claims shall exclude immaterial deviations from agreed specifications that do not affect the intended use or functionality of the product.
- 9.4.** The Customer must operate and maintain the product in accordance with the operating instructions provided by Cellbox Inc., including all guidelines for cleaning. Any defect resulting from improper use, maintenance, or failure to follow these instructions shall void the warranty.
- 9.5.** The Customer may not alter, modify, or reconfigure the product. Any unauthorized modifications or alterations made by the Customer are performed at the Customer's sole risk and will void all warranty rights.

- 9.6.** If a valid defect is reported within the applicable warranty period, Cellbox Inc. will, at its sole discretion, either repair the defective product or replace it with a product free of defects. If the remedy fails or if further attempts are unreasonable for the Customer, the Customer may request a reasonable reduction in the purchase price or may cancel the contract.
- 9.7.** Cellbox Inc. shall bear the reasonable costs associated with the cure of defects, including transportation, travel, labor, and materials, provided such costs are not increased due to the goods being relocated from the original delivery location, except where such relocation aligns with the product's intended use.
- 9.8.** The Customer may assert claims for damages arising from a defect only after Cellbox Inc. has failed to remedy the defect or has refused to do so. This does not limit the Customer's right to claim broader damages in accordance with the provisions in Section 10 (Limitation of Liability).
- 9.9.** Warranty claims are non-transferable and may only be asserted by the original purchaser (Customer).
- 9.10.** If the Customer is held liable by its own customer or a consumer for a defect that existed at the time of transfer of risk, the Customer retains any applicable rights of recourse under the governing laws of the United States or applicable state statutes.
- 9.11.** The warranty period shall be one (1) year from the date of delivery, unless a longer period is required by applicable law. This limitation does not apply in cases involving personal injury, death, fraud, willful misconduct, gross negligence, or where Cellbox Inc. has concealed a defect with fraudulent intent.

10. Limitation of Liability

- 10.1.** Cellbox Inc. shall not be liable for damages except as provided below.
- 10.2.** This exclusion does not apply to liability for damages resulting from wilful misconduct or gross negligence on the part of Cellbox Inc., its legal representatives, or agents involved in performance.
- 10.3.** Liability also remains unaffected in cases involving the breach of essential contractual obligations, i.e., obligations the fulfilment of which is fundamental to the proper execution of the contract and on which the Customer regularly relies or is entitled to rely. In the event of a breach of such essential obligations due to ordinary negligence, Cellbox Inc.'s liability shall be limited to damages that are typical and foreseeable under the circumstances.
- 10.4.** The above limitations of liability do not apply to claims for loss of life, bodily injury, or damage to health resulting from negligent or intentional conduct. In addition, Cellbox Inc. shall not be entitled to exclude or limit liability where it has fraudulently concealed a defect or has provided a warranty for certain product characteristics. Liability under applicable Product Liability Laws remains unaffected.

- 10.5.** To the extent Cellbox Inc.'s liability is excluded or limited, such exclusion or limitation also applies to the personal liability of its officers, employees, agents, and representatives.

11. Governing Law and Jurisdiction

- 11.1.** Where the Customer is a business entity, a public legal entity, or a special fund under public law, or is otherwise not subject to the general jurisdiction of any court within the United States, the place of performance for all obligations under this Agreement and the exclusive venue for any disputes arising from or in connection with this contractual relationship shall be the state and federal courts located in Maryland, USA. However, Cellbox Inc. reserves the right to bring legal action against the Customer at the Customer's principal place of business.
- 11.2.** This Agreement, including all sales contracts and legal relationships between the Customer and Cellbox Inc., shall be governed by and construed in accordance with the laws of the State of Maryland, USA, without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

12. Severability

- 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 valid term as most closely approximates the economic effect and content of the invalid one.