

General Terms and Conditions – GLYCOTOPE BIOTECHNOLOGY GmbH

§ 1 General, Scope

- (1) The present General Terms and Conditions (hereinafter also referred to as “**AGB**”) apply to all business relations between Glycotope Biotechnology GmbH (hereinafter referred to as “**GLYCOTOPE BIOTECHNOLOGY**”) and the purchasers of our Products and contractors for our Services (hereinafter referred to as “**Customers**”). The AGB only apply when the Customer is a trader (§ 14 BGB), a legal person under public law or a special fund under public law.
- (2) The AGB apply specifically to business relations with Customers who contract GLYCOTOPE BIOTECHNOLOGY to perform services, such as production and development assignments, formulation and filling assignments (“**Fill and Finish**”), setting up cell banks, Customer-specific analyses and/or assays (hereinafter also referred to as “**Services**”, as well as the results of such Services – hereinafter referred to as “**Results**”), as well as the production, sale and/or delivery of products (hereinafter also referred to as “**Products**”). The then current version of the AGB are also to be applied as a framework agreement for future contracts with Customers, insofar as these are legal transactions of a related type. An additional reference to the AGB will then no longer be necessary.
- (3) Our AGB apply exclusively. Disparate, contradictory or complementary General Terms and Conditions, purchasing, payment or other conditions of the Customer may only become a component of the contract if and to the extent that we have explicitly agreed to their application. This requirement for consent applies in every case, for example, even when we supply the Customer with a delivery, in knowledge of the Customer’s AGB and without reservations, or do not separately contradict a corresponding commercial note of confirmation.
- (4) Individual agreements with the Customer made in specific cases (including collateral agreements, supplements and changes) enjoy precedence over these AGB in any case. A written contract or written confirmation is definitive for the content of such agreements.
- (5) Legally relevant declarations and notifications which the Customer must give to us after completion of the contract (e.g. deadlines, notification of defects, declaration of withdrawal or diminution) are only effective in written form.
- (6) References to the application of legal regulations are only of significance for the purpose of clarification. The legal regulations are also valid without this clarification, unless they are directly modified or explicitly excluded in this AGB.

§ 2 Offer and Conclusion of Contract

- (1) Our offers for Services are based on the documents provided by the Customers and are subject to change and non-binding. This also applies when we have entrusted the Customer with catalogues, technical documentation (e.g. calculations, etc.), work schedules for Services, or other descriptions of Products or Services or documents - including electronic documents.
- (2) The current product descriptions and lists apply to the Products.
- (3) A written order for a product from a Customer and/or the order of a Service by the Customer on the basis of an offer is deemed to be the binding offer of a contract. Unless otherwise specified in the order, we are entitled to accept this offer of contract within two weeks of its receipt by us.
- (4) Acceptance of the order for a Service is carried out in writing in the form of a confirmation of order, which bindingly specifies the type and scope of our deliveries and Services, as well as the subject of the order, if necessary in consultation with the Customer. Contract research work is exclusively performed for the Customer and is not a component of the confirmation of order. The order of the Product is accepted by the delivery of that Product.

§ 3 Guarantees

- (1) GLYCOTOPE BIOTECHNOLOGY guarantees the quality of their Products in accordance with the accompanying Product Information and within the specifications of GLYCOTOPE BIOTECHNOLOGY. This specification is based on the analytical methods and procedures of GLYCOTOPE BIOTECHNOLOGY.
- (2) In the course of Service work, GLYCOTOPE BIOTECHNOLOGY guarantees the correctness of the Results formulated in the corresponding report(s) in accordance with the current state of scientific knowledge. GLYCOTOPE accepts no subsequent liability arising from the further processing or use of the research results by the Customer.
- (3) GLYCOTOPE BIOTECHNOLOGY undertakes to perform Service and development work in accordance with the confirmation of order with all due care. Nevertheless, GLYCOTOPE BIOTECHNOLOGY does not accept any sort of guarantee or liability that the specified objective of the order will be achieved. If the objective of the order is not achieved, or is not fully achieved, for reasons for which GLYCOTOPE BIOTECHNOLOGY is not responsible, or if the Customer retrospectively reduces the scope of the order, the Customer is not entitled to reduce the agreed payment.

§ 4 Entrusted Documents

- (1) We retain proprietary rights and copyright to all documents, e.g. performance descriptions and work schedules, which were entrusted to the Customer in connection with the placing of the order.
- (2) These documents may not be made accessible to third parties, unless we grant the Customer explicit written permission to do this.
- (3) If we do not accept the order of the Customer within the period specified under § 2, we are entitled to demand the return of the entrusted documents.

§ 5 Delivery Period and Delayed Delivery

- (1) The delivery period is given in the Customer’s order or by us when the order is accepted. If this is not the case, the maximal delivery period is four weeks from conclusion of the contract.
- (2) The start of the delivery period given assumes that the Customer has fulfilled his obligations in a timely and proper manner. The plea of non-fulfilment of contract is reserved.
- (3) The beginning of a default in delivery on our part is determined by the statutory provisions. In any case, the Customer must issue a reminder.
- (4) Additional legal claims and rights of the Customer on the grounds of a default in delivery remain unaffected.

§ 6 Delivery, Risk Transfer, Acceptance Procedure, Default of Acceptance

- (1) Delivery of Products from product orders or Service orders is from our production site, which is also the place of performance (ex works (Inco terms 2000 or in the current form)). The Customer bears the shipment costs, as well as any customs duties, fees, taxes and other official levies. Unless otherwise agreed, we are entitled to determine the type and manner of shipment ourselves, particularly the transport company, transport route and packaging.
- (2) The risk of accidental destruction or accidental deterioration of a Product supplied as part of a Product order or Service order is transferred at the latest on its release to the Customer. If a transport person or transport company is used, the risk is transferred once the product has been transferred to this transport person or transport company. If an acceptance procedure has been agreed, this is decisive for the transfer of risk. Otherwise, the statutory provisions of German law on contracts for work and services apply to the agreed acceptance procedure for the Product. The transfer or the acceptance procedure is deemed to have taken place if the Customer is in default of acceptance.

- (3) If the Customer is in default of acceptance, if he fails to cooperate, or if our delivery is delayed for other reasons for which the Customer is responsible, we are entitled to demand compensation for the resulting damage, including additional expenses (such as storage costs).

The right to submit evidence of greater damage and our statutory claims (specifically reimbursement for additional expenses, appropriate compensation, giving notice) remain unaffected.

§ 7 Prices and Conditions of Payment

- (1) The prices agreed in the confirmation of order apply to our Services.
- (2) If not otherwise agreed in the individual case, the prices for our Products are those in the product lists current at the time when the contract was concluded. These prices are ex store, plus the legal rate of VAT without deduction. The current prices for consulting Services from GLYCOTOPE BIOTECHNOLOGY apply to all Services going beyond those specified in § 2.
- (3) We do not accept return of transport packaging or any other sort of packaging in accordance with the German packaging ordinance. These become the property of the Customer.
- (4) The sales price becomes due on delivery of the Product and must be paid within 14 days of the issue of invoice and delivery or acceptance of the product. For contracts with a delivery value of more than 5,000 (five thousand) Euro, we are nevertheless entitled to demand prepayment of 30% of the purchase price. This payment is due and must be paid within 14 days of issue of invoice.
- (5) For Service orders, the price is due and must be paid within 14 days of issue of invoice and supply of a report with the Results of a Service order, unless no other payment plan has been agreed in the confirmation of order. For contracts with a delivery value of more than 10,000 (ten thousand) Euro, we are nevertheless entitled to demand partial payment of up to 40% of the purchase price. This partial payment is due and must be paid within 14 days of issue of invoice.
- (6) If a payment plan or partial payment according to § 7 Paragraph 5 is agreed, the payments are not recoverable. Any legal claims for repayment due to justified withdrawal from the contract remain unaffected.
- (7) The payment must be made without deductions to the bank account named in the bill.
- (8) Once the payment period has passed, the payment is delayed. During the delay in payment, the purchase price is charged with the current legal default interest rate. We reserve the right to assert more extensive damage due to delay. With regard to traders, our claim to commercial interest from the due date (§ 353 HGB) remains unaffected.
- (9) The Customer is only entitled to set-off or withhold payments to the extent that this claim has been legally established or is uncontested.
- (10) If it becomes clear after concluding the contract that our claim to the purchase price is endangered by the Customer's insufficient financial capability (e.g. if he has applied for bankruptcy proceedings), we are entitled to withdraw from the contract (§ 321 BGB) - possibly after setting a deadline -, in accordance with the legal regulations on withholding performance. For contracts on the production of unique items (custom production), we can declare withdrawal immediately. The legal regulations on the dispensability of setting a time limit remain unaffected.

§ 8 Retention of Title

- (1) Until all current and future claims from the sales contract, Service contract or other current business relationship (secured claims) have been paid, we retain title to the Products and/or Results and/or Products arising from the Service contracts.

- (2) Before complete payment of secured claims, the Products or Results under retention of title may not be pledged to third parties, nor transferred as security. The Customer must inform us immediately in writing if, and to what extent, third parties gain access to Products belonging to us.
- (3) If the Customer behaves contrary to the contract, in particular, if he fails to pay the due purchase or Service price, we are entitled to withdraw from the contract in accordance with legal regulations and to demand the Products or Results on the basis of retention of title and rescission. If the Customer does not pay the due purchase price, we may only assert these rights if we have previously and unsuccessfully given the Customer an appropriate deadline for payment, or if a deadline of this sort is dispensable according to legal regulations.
- (4) The Customer is authorised to re-sell and/or to process the Products or Results subject to reservation of title in the proper course of business. In such a case, the following additional provisions apply:
- (a) The right of retention extends to the items arising from the processing, mixing or combination of our Products to their full value, whereby we are deemed to be the manufacturer. If during processing, mixing or combination with Products of third parties their retention of title remains in force, we acquire a co-ownership share, in relationship to the invoice value of the processed, mixed or combined Products. In other respects, the same considerations apply to the resulting material as to the supplied Product subject to retention of title.
- (b) As security, the Customer assigns to us - either in full or to the amount of our co-ownership share in accordance with the preceding paragraph - the claims on third parties from the re-sale of the Products or materials. We accept such transfer. The obligations of the Customer named in Paragraph 2 also apply with respect to the assigned claims.
- (c) Both we and the Customer are entitled to collect the claim. We undertake not to collect the claim, so long as the Customer fulfils his payment obligations to us, does not delay his payments, does not apply to open bankruptcy proceedings and there is no other deficiency in his performance. If however this is the case, we can demand that the Customer reveals to us the assigned claims and debtors, provides all necessary information for collection, supplies us with the corresponding documents and informs the debtors (third parties) of this assignment.
- (d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities selected by us on demand by the Customer.

§ 9 Customer's Claims for Defects

- (1) The legal regulations apply to the rights of the Customer with respect to material defects and defects in title, in so far as no specific differences are defined below.
- (2) Our defect liability for a Product purchase is based on the product information supplied with the Product, And in case of Service orders, on the description of the scope of the work in the confirmation of order.
- (3) The Customer's claims for defects assume that he has fulfilled his legal obligation to inspect and notify (§§ 377, 381 HGB). If a defect is identified on examination or later, we must be immediately notified of this. The notification is deemed to be immediate if it occurs within two weeks. The deadline is observed if the notification is sent off in good time. The notification must be in writing. Irrespective to the above mentioned legal obligation to inspect and notify, the Customer must report evident defects (including mistaken or incomplete delivery) within two weeks of delivery. The deadline is observed if the notification is sent off in good time. The notification must be in writing. If the Customer omits to perform the notice of defects as described above, our liability is excluded for the unnotified defects.
- (4) If the delivered item or Service is defective, the Customer can choose to demand as a supplementary performance either rectification of the defect (repair) or delivery of an item without defects (replacement). If the Customer does not state which of these two rights he selects, we can set him an

appropriate deadline for this. If the Customer does not make a choice within this deadline, we can make the choice after expiry of the deadline.

- (5) We are entitled to make the due supplementary performance dependent on whether the Customer pays the due purchase or Service price. The Customer is nevertheless entitled to retain a portion of the purchase or Service price in proportion to the defect.
- (6) The Customer must give us the time and opportunity required to perform the due supplementary performance. In particular, he must send off the defective Product for the purpose of inspection. We are responsible for the expenses, in particular, transport, road, work and material costs, as necessary for completion of the supplementary performance. In the event of a replacement delivery, the Customer must return the defective item in accordance with legal regulations.
- (7) If the supplemental performance has failed, or the deadline to be set by the Customer for the supplemental performance has passed without success or is dispensable according to legal regulations, the Customer can withdraw from the purchase contract or reduce the purchase or Service price. There is however no right of withdrawal in the case of an insignificant defect.
- (8) The Customer's claims to compensation reimbursement of useless expenditures only exists in accordance with § 10, otherwise they are excluded.

§ 10 Other Liability

- (1) Unless otherwise specified in this AGB, including the following provisions, we accept liability in accordance with the relevant statutory provisions in the event of a breach of contractual and non-contractual obligations.
- (2) GLYCOTOPE BIOTECHNOLOGY and its vicarious agents are liable for compensation - irrespective of the legal basis - in the event of intent and gross negligence. In the event of simple negligence, GLYCOTOPE BIOTECHNOLOGY and its vicarious agents are liable exclusively
 - (a) for damage resulting from injury to life, body or health;
 - (b) for damages resulting from violation of an essential contractual obligation (obligations thereof fulfillment is necessary for the proper execution of the contract in the first place and in respect thereof the contracting partner generally relies and may expect to rely on their fulfillment). Nevertheless, in such a case the liability of GLYCOTOPE BIOTECHNOLOGY is restricted to compensation for the foreseeable damage that typically occurs.
- (3) However, the restrictions to liability described in para. 2 above do not apply, if GLYCOTOPE BIOTECHNOLOGY or a vicarious agent has fraudulently failed to point out a defect or has assumed a guarantee for the quality or nature of the product or Service. The same applies to Customer claims according to the German Product Liability Act (ProdHaftG).
- (4) The Customer may only withdraw or withdraw in the case of a breach of duty not consisting of a defect, if we are responsible for such breach. The Customer has no unrestricted right of termination (specifically in accordance with §§ 651, 649 BGB). Otherwise, the statutory provisions and legal consequences are applicable.

§ 11 Force Majeure

Events of force majeure, operational disruptions, shortages in raw materials, energy or staff, strikes, lockouts or other unpredictable events – whether they occur at GLYCOTOPE BIOTECHNOLOGY or its suppliers – free GLYCOTOPE BIOTECHNOLOGY from the obligations of this contract for the duration of the event and the scope of its consequences, together with an appropriate start-up period.

§ 12 Limitations in Time

- (1) The respective claims of the contract parties expire in accordance with the statutory provisions, in so far as nothing else is specified below.

- (2) In contrast to § 438 Paragraph 1 No. 3 BGB, the general limitation period for claims resulting from material defects or defects in title is one year after delivery. If an acceptance procedure has been agreed, the limitation period starts after such acceptance procedure.
- (3) In so far as German service contract law is applicable for a Service between GLYCOTOPE BIOTECHNOLOGY and the Customer, the general period of limitation for claims arising from defects in the Service is one year from the statutory start of the limitation period (§ 199 BGB), § 195 BGB notwithstanding.
- (4) Statutory provisions on limitation periods for claims for restitution of property belonging to third parties (§ 438 Paragraph 1 No. 1 BGB), for buildings and building materials (§ 438 Paragraph 1 No. 2 BGB), in case of fraud on the part of GLYCOTOPE BIOTECHNOLOGY (§ 438 Paragraph 3 BGB), for claims under suppliers' recourse (§ 479 BGB), under the German Product Liability Act (ProdHaftG) and for the claims for compensation specified in above § 10 Paragraphs 2 and 3 remain unaffected. In such cases, the statutory provisions on limitation periods apply exclusively.
- (5) Insofar as we owe the Customer compensation in accordance with § 10 because of or as a consequence of a defect, the limitation periods regulated in this contract also apply to competing non-contractual claims for compensation, unless the application of the regular limitation period (§§ 195, 199 BGB) leads to a shorter time limit in the individual case. The limitations periods according to the German Product Liability Act remain unaffected in any case.

§ 13 Duty of the Customer to Cooperate

- (1) The Customer must ensure that all documents and materials needed for performing the contract are presented in good time to GLYCOTOPE BIOTECHNOLOGY, even without a specific request, and that GLYCOTOPE BIOTECHNOLOGY is informed of all occurrences and circumstances which might be of significance for the performance of the contract.
- (2) In particular, the Customer must inform GLYCOTOPE BIOTECHNOLOGY of possible risks from materials to be examined or produced and explain current public and operational safety regulations and related confidential operational issues which should be considered when performing the order of GLYCOTOPE BIOTECHNOLOGY. GLYCOTOPE BIOTECHNOLOGY reserves the right to demand appropriate certificates of clearance for Products.
- (3) If the Customer has contracted GLYCOTOPE BIOTECHNOLOGY to provide Services or to produce Products, and this requires the use of property rights for process technology, the Customer releases GLYCOTOPE BIOTECHNOLOGY from claims which third parties may assert in connection with this use.

§ 14 Sample Storage

- (1) If not otherwise agreed in writing, the samples provided by the Customer for examination or processing are stored at GLYCOTOPE BIOTECHNOLOGY for a maximum of 3 months after conclusion of the contracted work, insofar as the nature of the samples permits this. After the end of this period, GLYCOTOPE BIOTECHNOLOGY will decide either to destroy these samples or to return them to the Customer for disposal. The return of the samples is at the Customer's expense.
- (2) GLYCOTOPE BIOTECHNOLOGY will retain samples of each Product shipment for at least 2 years.
- (3) GLYCOTOPE BIOTECHNOLOGY will retain samples of each Product shipment sent for further processing.

§ 15 Protection of Work, Report and Research Results

- (1) On payment of all claims, the reports and/or research Results become the property of the Customer. They are transmitted to the Customer in the form of a report or a research report. Purified, isolated, modified or synthetic materials will be sent to the Customer with the research report, in accordance

with the Customer's order and the objective of the project. GLYCOTOPE BIOTECHNOLOGY guarantees the confidentiality of the research Results.

- (2) Methods or assays developed by GLYCOTOPE BIOTECHNOLOGY in the course of commissioned research remain the property of GLYCOTOPE BIOTECHNOLOGY.
- (3) Any author copyright to the Results or research Results belongs solely to GLYCOTOPE BIOTECHNOLOGY. Publication of the scientific Results of GLYCOTOPE BIOTECHNOLOGY and any other sort of dissemination of the Results or research Results by the Customer - including in extracts, such as quotations in advertising material - requires the prior written consent of GLYCOTOPE BIOTECHNOLOGY.
- (4) Academic publication of the Results or research Results compiled by GLYCOTOPE BIOTECHNOLOGY may only be carried out by the Customer or on his behalf. Any form of academic publication requires written consent on the text from GLYCOTOPE BIOTECHNOLOGY. GLYCOTOPE BIOTECHNOLOGY must be named as the originator of the Results or research Results.

§ 16 Confidentiality and Patent Applications

- (1) GLYCOTOPE BIOTECHNOLOGY undertakes to provide the Customer with the Results on the subject matter of the order, as well as all other Results that have been compiled in connection with the order, and neither to publish them nor pass them to third parties without the Customer's consent.
- (2) If the work on the Customer's order leads to independent invention of procedures or products by GLYCOTOPE BIOTECHNOLOGY, GLYCOTOPE BIOTECHNOLOGY must be considered as inventor if the Customer applies for a patent for the product. GLYCOTOPE BIOTECHNOLOGY declares that it is prepared to transfer inventor rights to the Customer in return for a separately negotiated fee or a continuous user fee. In the event of a process invention, all rights to register this invention as a patent remain with GLYCOTOPE BIOTECHNOLOGY.

§ 17 Choice of Law and Place of Jurisdiction, Language Versions

- (1) The law of the Federal Republic of Germany applies to these Terms and Conditions and all legal relations between us and the Customer, with the exclusion of all international and supranational (contractual) legal provisions, in particular the UN Convention on Contracts for the International Sale of Goods. In contrast, the preconditions and effects of the retention of title according to § 7 are subject to the law of the site of storage of the physical object, in so far as the choice of German law is not permitted or is ineffective.
- (2) If the Customer is a trader in the sense of the German Commercial Code, a legal person under public law, or a special fund under public law, our site of business in Heidelberg is the exclusive place of jurisdiction for all - even international - disputes resulting directly or indirectly from the contractual relationship. We are nevertheless also entitled to file a suit in the Customer's place of general jurisdiction.
- (3) These Terms and Conditions are presented to the Customer in a German and an English version of the text. Should a divergence arise between the English and the German version, the German text shall prevail.

§ 18 Partial Inefficacy

If individual regulations of these conditions of business are fully or partially legally ineffective or cannot be implemented or they subsequently forfeit their legal efficacy or possibility of implementation, this does not affect the validity of the other regulations. These are then complemented by statutory provisions.