

General Terms and Conditions of Sale and Delivery for PeptART Bioscience GmbH

Version effective as of 01.07.2023

1. Principles and Scope

1.1 The following sales terms and delivery conditions apply to all the sales activities of PeptART Bioscience GmbH (PeptART) as seller and its customers (buyers) notwithstanding any other terms and conditions which may otherwise have been contractually agreed in writing by the relevant parties.

1.2 With the placement of an order, the buyer agrees to accept the following conditions. Additionally, PeptART is not bound by the purchasing conditions of the buyer, even if such disagreement is not made explicitly. Only the PeptART conditions of sale are applicable, even if an order contains addenda or statements that are worded differently or provide for further conditions.

2. Prices

2.1 Prices do not include value-added tax and/or sales tax which may be invoiced separately as required. As a rule, all prices include the inner and outer packaging.

2.2 PeptART reserves the right to add a surcharge for smaller orders and/or for any special shipment conditions

(e. g. blue ice or dry ice).

2.3 Shipping and handling charges apply to all shipments (see also 8.4).

2.4 All product prices are subject to change without notice prior to confirmation of an order, but no product will be shipped at increased prices without prior notification.

2.5 PeptART reserves the right to charge a fee on returned goods for re-assaying and restocking.

2.7 PeptART reserves the right not to fulfill orders in the unlikely event the product can no longer be made or the customer is in arrears with any payment.

3. Placing of Orders

3.1 Orders may be placed by telephone, fax, email, and letter.

3.2 Offers and orders placed verbally or by electronic transmission shall only become legally binding if they have been confirmed by PeptART.

3.3 Orders received by PeptART are firm and binding for the buyer and do not release the parties concerned from their obligation(s) to deliver or to accept delivery, nor release them from their financial obligations to PeptART.

4. Delivery and Acceptance

4.1 Delivery terms may vary from country to country. For details check with PeptART.

4.2 Agreed delivery deadlines refer to the shipment date of the goods. If the delivery deadline is exceeded, the buyer shall specify an appropriate period for acceptable late delivery of the shipment.

4.3 PeptART's liability in respect of non-fulfillment or delay of delivery shall be confined to the invoice value of the goods.

4.4 PeptART's obligation to deliver shall be suspended so long as the buyer is in arrears with respect to commitments or payment obligations.

4.5 Force majeure of any kind, unforeseeable operational disruptions, shortfalls or failures in delivery on the part of our suppliers, shortages of raw materials, power supplies and/or manpower, strikes, lockouts, problems in procuring means of transport, obstructions to traffic, war, political unrest, acts of terrorism, natural disasters and order of higher authorities exempt the party concerned from the obligation to deliver or to accept delivery

for the duration of the disruption and for any consequential damages arising therefrom, but shall not exempt such party from any financial obligations arising from any goods or services already supplied.

5. Guarantee

5.1 PeptART guarantees the purity, identity and content of the delivered products according to the results listed on the "Certificate of Analysis" (COA) of the lot in question. However, it remains the sole responsibility of the buyer to determine the suitability of all materials for any intended or specific purpose of use prior to use. PeptART makes no warranties as to use for an intended or specific purpose, unless previously expressly agreed in writing.

5.2 The buyer shall inspect visually and test the goods immediately upon receipt to determine whether the condition and quantity of the goods conforms to the applicable contractual agreement. Complaints in respect of deficiencies which are detected at the time of testing of the product must be lodged within 8 days of receipt of the goods. The complaint shall be submitted in writing with proof of non-compliance, naming specifically the product, the lot number and the invoice number.

5.3 If the buyer lodges a complaint of deficiency or of inconsistency in good time, and if the complaint is justified, the buyer shall receive a replacement delivery. If the replacement delivery is also non-conforming to the prior contractual agreement, then the buyer has the right to demand the revocation of the contract.

5.4 Products which are the subject of complaint may be sent back only with PeptART's agreement and shipping arrangements for the return must be agreed upon by PeptART in advance.

5.5 PeptART's liability is limited in each case to the value of the supplied goods.

6. Use and Liability

6.1 PeptART expressly draws attention to the fact that its products are intended for laboratory and research purposes only.

PeptART therefore supplies such products only for the purposes of public research, experimental and teaching institutes, technical facilities and pertinent industrial units. Any exceptions (e.g. drug substances complying with GMP) are appropriately labeled.

6.2 PeptART expressly forbids the distribution of dangerous substances to private persons. PeptART also draws attention to the fact that the absence of a hazard warning sign does not indicate that the product concerned is harmless. PeptART shall therefore not accept any liability for damage that could arise from the inappropriate handling or from any use in household applications or in humans and animals. PeptART shall likewise not accept any liability for damage (to any property or person) that arises from any inappropriate handling or storage of the products.

6.3 If national or international laws or regulations are applicable to any shipment, including delivery, storage, processing or trading with certain products, then these shall be appropriately observed by the buyer.

6.4 All information contained in catalogs, brochures, publications and other printed or electronic media is compiled to the best of PeptART's knowledge. PeptART hereby disclaims any liability for any possible errors or misprints.

7. Proprietary Rights / Property

7.1 The products shall be supplied in each case under reservation of title.

7.2 Until full payment of the purchase price, including all secondary claims, the supplied goods remain the property of PeptART. In the event of the supplied goods being used to create a new product, the proprietary rights remain with the vendor.

7.3 If the buyer fails to meet his financial obligations in spite of late notices, PeptART reserves the right to withhold any further deliveries to the buyer and require the return of the unpaid goods at the buyer's expense, unused and in the original packaging.

8. Terms of Payment

8.1 Unless otherwise indicated by PeptART, PeptART's invoices are payable within 30 days from the invoice date without deduction. Overdue accounts might become subject to service a charge at a rate, according to applicable law.

8.2 PeptART does not accept cheques.

8.3 Discount deductions on invoices are not allowed. Reductions in PeptART's invoices may not be made without a credit invoice or note and if made without a credit invoice or note, shall be considered a late or short payment.

8.4 In the case of a new business relationship or for other reasons, PeptART reserves the right to change the terms of payment to payment in full or in part in advance of shipment. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between seller and buyer shall be paid by buyer in addition to the prices quoted or invoiced.

9. Patent Claims, Protection Rights, Consultancy

9.1 With any purchase, the buyer acquires the product but no other rights associated with the product. In particular, PeptART remains in possession of all intellectual property rights related to the manufacturing and composition of the product.

9.2 PeptART does not offer any guarantee that the use or resale of products which are delivered under the terms of these Conditions of Sale and Delivery will not violate the protection or patent rights of third parties in accordance with the national provisions of the buyer or the provisions of other countries with respect to the delivered product or its use in combination with other products or in any implementation of procedures.

9.3 PeptART agrees to offer its customers technical support to the best of its knowledge. All proposals by the vendor for the use, application or suitability of the products shall not be interpreted as an explicit guarantee of success.

10. Data Protection

10.1 Data arising within the context of the contractual relations are kept on file.

10.2 The data shall be handled in conformity with the provisions of the local protection acts.

11. Applicable Laws, Domicile, and Venue

11.1 Swiss law shall be applicable and the venue for any legal disputes shall be Liestal, Switzerland.

11.2 If a provision in these conditions of sale or a provision in the context of other agreements are or become legally unenforceable, only that provision shall become null and void and all remaining provisions shall remain enforceable and in effect.