

General Terms of Sale

ARTICLE 1: SCOPE

Unless other terms are stipulated explicitly and in writing in the form of a prior contract, these general terms of sale apply to all of the offers and activities of BELMA TECHNOLOGIES SA, Avenue de l'Hôpital, 11, B-4000 LIEGE (Belgium), hereinafter referred to as "the Seller", a company that is in the business of selling supplies for experimental research on animal models. The candidate buyer declares that he accepts these general terms of sale.

ARTICLE 2: COMPLIANCE WITH LAWS AND LEGISLATION

The Seller certifies that to his knowledge his products comply with the legal provisions, regulations, and directives in force.

ARTICLE 3: USE OF THE PRODUCTS BY THE BUYER

The products and merchandise in Range E2-P4-T1 are exclusively reserved for use in experiments on animal models by the members of a recognised research laboratory having all the authorisations for this use. BELMA TECHNOLOGIES SA declines all liability in the event of their abusive use.

BELMA TECHNOLOGIES declines all liability regarding the results of the experiments conducted with its products.

The Seller's products are intended basically for laboratory research work. Unless stated otherwise on the products' labels, in the Seller's catalogue, or in other documents provided to the Buyer, they may not be used for other purposes, including but not limited to *in vitro* diagnostic needs; food; medication; for uses prohibited by law, such as anaesthetics, medical instrumentation, and cosmetics for humans or animals; or for other commercial purposes. The Buyer recognises being informed that the products were not tested by the Seller to assess their safety and effectiveness in foods and medications or for uses prohibited by law, such as anaesthetics, medical instrumentation, and cosmetics; or for a commercial purpose or any other use, unless otherwise stipulated in the documentation that the Seller has provided to the Buyer. The Buyer states formally to the Seller and assures him that the Buyer will test and use the products bought from the Seller in an appropriate manner and in accordance with the procedures followed by a very careful, informed person who is a specialist in his field, and in strict observance of all applicable laws and regulations that are

currently in force, as well as of all the laws and regulations that are subsequently in force and concern these products and their use. It is entirely incumbent upon the Buyer to assess the risks and to do all the necessary searches to know the risks that the use and transport of the products bought from the Seller entail. The buyer agrees to comply with any instructions that the Seller may provide regarding the products' utilisation and not to use them abusively in any manner whatsoever. No product bought from the Seller may be considered a food, medication, medical apparatus, or cosmetic.

ARTICLE 4: THE BUYER'S DECLARATIONS AND SAFEGUARDS

The Buyer declares and guarantees that he shall use all of the products ordered from the Seller in accordance with Article 3 "Use of the products by the Buyer" and the use of these products will not break any laws or regulations. The Buyer agrees to indemnify and to cover the Seller, his employees, agents, claimants, civil servants, and authorised representatives for all processes, losses, claims, requests, obligations, costs, and expenses (including the fees of lawyers and accountants) that the Seller might have to face pursuant to a complaint lodged against the Seller on the basis of a negligence, breach of guarantee, civil liability, contract, or any other legal ground raised by the Buyer, his employees, agents, staff, claimants, or authorised representatives, by the Buyer's clients, by end-users, by auxiliary personnel (such as hauliers, etc.), or by any third party stemming directly or indirectly from the use of the Seller's products or due to the Buyer's failure to comply with his obligations. The Buyer shall inform the Seller in writing within five (5) days of having cognizance of an accident or incident involving the Seller's products and leading to bodily injury or material damage. The Buyer shall then collaborate fully with the Seller in investigating and determining the cause of such an accident and shall send the Seller all the declarations, reports, and tests drawn up or performed by the Buyer or submitted to the Buyer by third parties. In no event may the transmission of this information to the Seller and any investigation conducted by the Seller regarding this information or the incident report be considered a presumption of the Seller's liability for such an accident or incident.

ARTICLE 5: DISAVOWAL OF EXCLUSIVE RIGHTS

The Seller does not guarantee that the use or sale of the products supplied under this contract will not infringe the exclusive rights of third parties in the United States or elsewhere regarding the product itself or its use in combination with other products or as part of any process.

ARTICLE 6: QUOTES

The quotes established by BELMA TECHNOLOGIES SA are made without obligation as regards delivery and performance dates. These dates are always given for information's sake and will depend on the contract with the haulier and on the price in effect at the time that the order is made.

ARTICLE 7: PRODUCT QUALITY, SAMPLES, SPECIMENS, AND GUARANTEES

7.1 Unless otherwise agreed, the quality of the product derives exclusively from the specifications set by the Seller. The uses that are identified as applicable to the products according to the meaning given by the European REACH Regulation cannot be considered to have the value of an agreement between the parties as to the contractual quality of the products or a specific use of the products.

7.2 The characteristics of the samples and specimens are binding only if it is expressly agreed that they are part of the quality of the product.

7.3 The quality and stability indications, as well as all other indications, are guaranteed only if they are agreed upon and designated as such.

ARTICLE 8: CONSULTING SERVICES/ADVICE

All advice given by the Seller is given in line with the state of his knowledge at the date of the start of the service. The indications and information about the product's aptness and use do not obviate the need for the Buyer to carry out his own verifications and trials.

ARTICLE 9: COMPLAINTS

The customer must check the packages and products delivered upon their receipt. If they exhibit a flaw or error, the customer must inform the laboratory of this no later than 48 hours after receiving the package(s) (info@belmatch.com or +32 43 66 05 00). The Customer Service Desk will then tell the customer what procedure to follow in line with the claim. Any subsequent complaints that may arise must be sent, with an exact description of the defects, by registered letter to the registered headquarters of BELMA TECHNOLOGIES SA within one week. Beyond this deadline the delivery shall be deemed accepted, complete, and correct and no further complaint will be possible.

ARTICLE 10: RETURNS AND DAMAGE

If the customer refuses the merchandise, he must attach the invoice to the package in the original packaging. The rejected products and merchandise must be kept in a refrigerator (4°C) (Ranges E2, P4, and T1) and returned within 48 hours to be refunded, failing which they shall be considered accepted. BELMA TECHNOLOGIES SA may not be held liable for delays and/or problems that occur during the package's return shipment.

Before returning anything, the customer must contact the laboratory (at info@belmatech.com or +32 43 66 05 00 or by registered letter) to get an "RMA" authorisation number, without which no returns will be

accepted. For all returns, even partial ones, a set contribution of €10.00 covering the management costs remains due. Care-of-delivery returns and returns against refunds will be refused. In the event of abnormal or abusive returns, BELMA TECHNOLOGIES SA reserves the right to:

- issue or not issue a credit for the return.
- refuse a subsequent order.

All returned articles must be in new condition and complete. Merchandise that has been damaged, made incomplete, opened, or used due to the actions of the customer and/or the haulier will not be taken back. Any such merchandise that may have been sent back will thus be kept at the customer's disposal, with the cost of its reshipment to be borne by the customer.

ARTICLE 11: DELIVERIES

All merchandise will be delivered by BELMA TECHNOLOGIES only after receipt of an order form in good and due form or after payment of the order via the purchasing platform on www.belmatech.com. The delivery deadline may vary according to the availability of warehouse supplies. To make deliveries, the haulier requires a complete address. The customer must consequently provide the most complete address possible (building number, access code(s), entrance/stairwell number, floor, flat number, etc.). Management costs of €10.00 will be charged for any return of a package due to an address that the haulier judges incorrect and/or incomplete.

If the customer has not received his package within seven days of the order's confirmation, we ask him to contact us (at info@belmatech.com or +32 43 66 05 00 or by registered letter). The laboratory will ensure tracking of the package upon request. If the recipient is absent when the order is delivered, the package will be returned to us and management costs of €10.00 will be charged. BELMA TECHNOLOGIES SA may not be held liable for postal service delivery delays.

ARTICLE 12: TERMS OF PAYMENT

BELMA TECHNOLOGIES SA's invoices are payable without a discount at 30 days end of month for professionals only. If payment is not made by the agreed date, interest of 1% per month for late payment will be charged in accordance with the law and without prior notice. In addition, flat-rate compensation of 15%, with a minimum of 50 euros, will be due in the event of non-payment of the invoice by the agreed date.

ARTICLE 13: TAXES, DUTIES, AND MISCELLANEOUS CHARGES

All utilisation taxes, sales taxes, excise taxes, import duties, customs duties, inspection and test fees, and all other charges, fees, and costs of whatever kind levied by the authorities or applicable to the transaction between the Seller and the Buyer will be borne by the Buyer on top of the prices communicated or charged. If, for whatever reason, the Seller is required to pay such a tax, cost, or duty, the Buyer will refund them to the Buyer upon simple request, or, to avoid such payments, the Buyer will provide the Seller with an exemption certificate, or any other document accepted by the authorities levying the tax, when the Buyer puts in his order.

ARTICLE 14: OWNERSHIP

All merchandise remains the property of BELMA TECHNOLOGIES SA until full payment of the delivered merchandise. No Buyer may give away or resell the merchandise delivered by BELMA TECHNOLOGIES without the latter's written authorisation.

ARTICLE 15: PROTECTION OF PRIVACY

In accordance with the Belgian law of 8 December 1992 regarding the protection of privacy and as the entity in charge of processing data of a private nature, BELMA TECHNOLOGIES SA takes all appropriate measures to protect the data that you give us.

ARTICLE 16: LEGAL JURISDICTION

Any disputes that may arise will come under the exclusive jurisdiction of the courts where BELMA TECHNOLOGIES SA's registered headquarters are located. Divergence from this condition of jurisdiction is possible only with the explicit written agreement of BELMA TECHNOLOGIES SA.