

1. General

- 1.1. Unless otherwise agreed, these supplier's terms and conditions apply exclusively to all supplies and services from the supplier to Scienion AG, Scienion US Inc. and Cellenion SAS (hereinafter called "Scienion"). These purchasing terms and conditions also apply if the buyer accepts the service from the supplier without reservation with awareness of variant terms and conditions. Nor does this validity lose its effect if they are not expressly agreed again in future transactions.
- 1.2. Orders, agreements and supplements and amendments are binding only if they are issued or confirmed in writing by Scienion.
- 1.3. Upon acceptance, the supplier confirms its check on the order regarding any technical uncertainties, in particular relating to the use of the supplier's nomenclature and acknowledgement of Scienion's purchasing terms and conditions.
- 1.4. In so far as statutory regulations grant further rights than these due to Scienion as set down below, these regulations shall to that extent replace the purchasing terms and conditions.

2. Prices, payment

- 2.1. The prices on which the order is based are deemed to be stated as net fixed prices in EUROS plus the relevant applicable Value Added Tax, in so far as this is due.
- 2.2. Payment will be made in 30 days - 3% discount or 60 days net (with no deductions) after receipt of the invoice unless otherwise agreed in the individual case.
- 2.3. Receivables from Scienion may be assigned only with its written consent.
- 2.4. Invoices are to be raised repeating the statements on the order. Every invoice may contain only services relating to one order. If payment cannot be made on time because of incorrect delivery documents or incomplete statements on invoices, payment and discount terms will not begin to run until these matters are clarified.

3. Delivery times

- 3.1. The delivery periods or times stated in the order are binding and relate to the time of receipt of the goods at Scienion. The order date determines the calculation of the period.
- 3.2. If the supplier discovers a risk of not meeting delivery periods or times, it must inform Scienion without delay.
- 3.3. In the event of late delivery, Scienion's right to cancel the contract and to demand compensation is based on the statutory provisions. In so far as required by these, a reasonable extension period must be set for the supplier. The parties agree that 10 working days are sufficient as a rule. Acceptance of a late delivery does not constitute waiver of the above-mentioned rights.
- 3.4. Scienion reserves the right to demand fixed-rate compensation in the amount of 5% of the value of the delivery for every week or part week of delay but subject to a maximum of 10%, with further statutory claims being reserved. (Any fixed-rate compensation paid will be offset against any statutory compensation claims). The supplier is free to prove that no or very minor loss has been incurred.

4. Delivery/packaging

- 4.1. All deliveries are to be made in accordance with applicable INCOTERMS delivered free and including packaging. In exceptional cases, variant delivery terms and conditions in line with the INCOTERMS applicable at the relevant time may be agreed in advance in the individual case.
- 4.2. Scienion is deemed to have adequately fulfilled its duty to inspect goods received if the products are checked by random sampling for evident defects, completeness and identity of the goods delivered within five working days. Damage in transit will be reported without delay.

- 4.3. Making a part delivery requires Scienion's consent.
- 4.4. At its own expense the supplier must pack the goods in a technically correct manner based on the characteristics of the product and selected method of supply. If Scienion must exceptionally bear packaging costs, the supplier will charge these at cost. In the event of return of the packaging (where Scienion incurs the cost), Scienion is to be credited with at least two thirds of the actual cost.
- 4.5. Scienion presumes that the supplier, as the seller of the goods, has comprehensive knowledge of any risks to its goods in dispatch, packing, storage etc. Before accepting the order, the supplier must therefore check whether the goods specified in the order are to be classified as hazardous goods (e.g. paints, glues, chemicals or self-igniting, oxidising, explosive, flammable, toxic, radioactive, corrosive or potentially self-heating goods). In such cases, the supplier must inform Scienion of this immediately and in full. In any event, by "order confirmation" at the latest the supplier must pass to Scienion the relevant product information – as a minimum, safety datasheets and accident forms – as well as state the nature and quantity of each package delivered. The supplier must pass on any amendments to the safety datasheets and accident forms without being asked to do so. Such amendments are to be made easy to identify. In each case, the declaration, identification marking and packaging are to be produced according to the latest version of the nationally and internationally applicable regulations (e.g. ADR, RID, IMDG-Code, IATA-DGR, ADN) and to be furnished with the specified hazardous goods declarations signed in a legally binding manner. Packaging and identification markings must comply with existing regulations. Variant or additional regulations of the destination country – in so far as specified in the order – are also to be observed.
- 4.6. The supplier is obliged to provide the consignment clearly and visibly with the required dispatch documents, delivery notes, bills of lading, stickers and markings. Reference must be made to the order number, the material number and the destination. This also applies to consignments that are being dispatched directly to third parties (consignments not involving the factory). If late and/or defective or incomplete delivery of documents to be submitted to Scienion results in higher costs, this expense will be invoiced to the supplier in the form of a fixed administration charge of 150.00 EUROS. The right to claim additional damages is reserved. In addition, the supplier is liable for all damage/losses that arise as a consequence of incorrect statements or because of a lack of observance of regulations to be observed in the handling (packing, dispatch, storage etc.) of hazardous goods.
- 4.7. Duty to obtain export authorisation
 - 4.7.1. Proof of origin: For all deliveries, suppliers with a registered office in the European Union are obliged to provide a long-term supplier declaration or – if not otherwise possible – a one-off supplier declaration in accordance with the provisions of Regulation (EC) No. 1207/2001 by the date of delivery at the latest. Upon request, suppliers with a registered office outside the European Union are obliged to produce a preferential proof of origin (EUR.1, EUR-MED, invoice declaration etc.) in accordance with the relevant applicable preferential agreement. In the event that the goods are not goods of preferential origin or if the preferential origin varies from the non-preferential origin, the supplier is obliged to state the non-preferential origin and – upon separate request – to provide a certificate of origin issued by the relevant authority. The country of origin is to be stated in precise terms here. In the case of communities or groups of countries, the relevant individual country is to be stated (e.g. "Federal Republic of Germany (European Union)"). Proofs of origin relating to this paragraph are free of charge to Scienion.

For every product delivered, the supplier is obliged to state the net weight and the statistical goods number in accordance with the combined nomenclature of the European Union or the HS Code ("Harmonised System").

- 4.7.2. The supplier is obliged to inform Scienion in writing if a delivered product is subject to export restrictions. Disclosure is required in particular if the delivery involves dual-use products per Regulation (EC) 428/2009 or other products whose export or re-export is forbidden or requires authorisation according to specific regulations e.g. per the European Union's embargo regulations, the U.S. Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations (ITAR).
- 4.7.3. The supplier must ensure that the operational sites and transshipment sites at which the products intended for Scienion are produced, stored, handled, processed, loaded and dispatched are protected from unauthorised third party access within the framework of a secure supply chain and that the staff used are reliable.

5. Rights relating to defects

- 5.1. The supplier is obliged to supply defect-free deliveries and services. They must in particular evidence the agreed characteristics and features and values guaranteed by the supplier as well as the purpose of their use, the latest state of the art and comply with relevant regulations of public authorities and specialist associations and they must show no defects.
- 5.2. Scienion is entitled to rectification by rework or new or replacement delivery as it chooses and to compensation for damage/loss in accordance with the statutory provisions. The supplier must also bear the costs necessarily incurred for the rectification including any costs of installation and dismantling. If rectification has not been carried out within the reasonable period set by Scienion, if it failed or if the setting of a period could be dispensed with, Scienion may also cancel the contract or reduce the charge. According to the statutory provisions, Scienion may also demand compensation, including instead of the service, and compensation for any wasted costs. If Scienion has guarantee claims that go beyond the statutory rights relating to defects, these are unaffected by this.
- 5.3. In urgent cases, in particular in the event of a risk of greater damage or loss, Scienion may at the supplier's expense and risk take the necessary measures for rectification itself if it has informed the supplier in advance, if the supplier has failed to fulfil the demand for rectification within a reasonable period or if it was not possible to inform the supplier because of the special urgency. The supplier's duty of rectification still exists regardless of this. All additional costs incurred as a result of the above e.g. for dismantling, installation, checks and technical acceptance are to be borne by the supplier. The right provided by the law for Scienion to undertake measures itself is unaffected by this rule.
- 5.4. Scienion is entitled to submit complaints about defects within two weeks of receiving the goods and in the event of hidden defects within two weeks of their discovery.
- 5.5. The limitation period for claims for defects is 36 months unless a longer limitation period is envisaged by law. The limitation period begins with the delivery or the supply of a service or when acceptance is agreed or specified by law. In the case of rectification carried out because of the supplier, it starts to run again upon rectification.

6. Right of use after cancellation

If Scienion exercises its right of cancellation, the relevant equipment or parts thereof will remain available free of charge to Scienion or the end customer until such time as an adequate replacement is provided. The cost of any dismantling and removal of the part of the equipment is to be borne by the supplier.

7. Security regulations, Authorised Economic Operator

All products are supplied to Scienion with the status of an Authorised Economic Operator (AEO). The duties arising from this regarding the observance of the security regulations are to be fulfilled.

8. Product characteristics, guarantee

- 8.1. The supplier must supply Scienion with the products free from physical defects. There is a physical defect in particular if upon transfer of risk the product does not evidence the characteristics specified in the order. The supplier provides a guarantee of the characteristics relating to the features separately highlighted therein. Moreover, the contractual characteristics are determined on the basis of the scientific and technical state of the art. Without separate notification the products must conform in full with the relevant European regulations, their national implementing regulations and the relevant technical standards, even if no conformity assessment would be necessary on the basis of these regulations.
- 8.2. The supplier must supply Scienion with the products free from legal defects and in particular it is responsible for ensuring that the products do not infringe any third party intellectual property rights.
- 8.3. The supplier is liable for physical and legal defects in accordance with the statutory provisions.
- 8.4. The guarantee period is 24 months following receipt of the complete delivery at Scienion.

9. Elektro(nik)gerätegesetz (Electrical/Electronic Device Act), Electro(nik)-Stoff-VO (Electrical/Electronic Substances Regulation), REACH

- 9.1. The supplier guarantees that it will observe the provisions of the act concerning the placing on the market, the return and the environmentally-friendly disposal of electrical and electronic devices (ElektroG) and fulfil the duties arising from this for Scienion and – in so far as these are transferable – support Scienion in their fulfilment. The supplier undertakes in particular, in so far as necessary to attach to the relevant subject of the contract the manufacturer's identification per §9 Para. 1 ElektroG in accordance with Scienion's specifications free of charge for Scienion and, in so far as required by ElektroG, to mark the relevant subject of the contract with the symbol per §9 Para. 2 ElektroG in combination with Annex 3 of ElektroG in accordance with Scienion's specifications (crossed out waste bin).
- 9.2. The supplier guarantees to observe the provisions of Directive 2011/65/EU on the restriction on the use of certain hazardous substances in electrical and electronic devices (Restriction of Hazardous Substances, RoHS) and the provisions of the national implementations, in particular the regulation on the restriction on the use of hazardous substances in electric and electronic devices (Elektro- und Elektronikgeräte-Stoffverordnung – Elektro-StoffV). In addition, the supplier guarantees in accordance with §5 ElektroStoffV that the electrical and electronic devices supplied bear a type, batch or serial number or another marking for their identification and that it states its name, its registered firm or its registered brand and its address on the electrical and electronic device or the identification marks and information are to be found on the packaging or in the documents supplied in the device. In so far as necessary and permitted, the supplier must also mark the devices and products with a CE mark.

This is to be attached in a visible, legible and permanent manner to the electrical and electronic device or on the data plate. Before the first delivery, RoHS conformity is to be declared by the supplier in writing to Scienion in the case of the delivery of electrical and electronic devices including cables and spare parts. The packaging of these products is to be marked with an indication of RoHS conformity. RoHS conformity is to be confirmed with the indication "RoHSkonform/RoHS compliant" on the delivery note.

In addition, the supplier must inform Scienion without delay and without being asked to do so if the statements in the conformity declaration are no longer correct. Upon request, the supplier shall make the documents (e.g. the technical documents) required for checking conformity available to Scienion without delay.

- 9.3. The supplier guarantees that the products supplied by it comply with the provisions of Regulation EC No. 1907/2006 on the registration, assessment, authorisation and restriction on chemical substances (REACH Regulation). The supplier shall provide Scienion with the information required in connection with registration without being asked to do so. Upon Scienion's request, the supplier will provide a current and complete safety datasheet in conformity with the requirements of the REACH Regulations.
- 9.4. The supplier guarantees that no substances of special concern within the meaning of the REACH Regulation are contained in the product in a concentration of over 0.1 percent by mass (w/w). If the supplier nevertheless delivers products to Scienion that contain substances of special concern in a concentration of over 0.1 percent by mass (w/w) of one or more substances and which fulfil the criteria of Art. 57 of the REACH Regulation and which are listed in Annex XIV of the REACH Regulation (list of candidates for authorisation) and/or were determined per Art. 59 Para. 1 REACH Regulation (candidate list), then within 45 days the supplier will make available per Art. 33 REACH Regulation the information available to it sufficient for the safe use of the products but it will state at least the name of the substance concerned.
- 9.5. If the supplier breaches the terms set down in Points 9.1 to 9.4, Scienion may withdraw from contracts with the supplier in accordance with the statutory provisions or terminate them and demand compensation and indemnification from third party claims and from any fines imposed as a consequence of the breach.

10. Performing work in Scienion's factory

People who perform work within Scienion's operational site are subject to the applicable company rules. All the supplier's employees must therefore know the Arbeitsschutzgesetz (Working Conditions Act) and the "Grundsätze der Prävention" BGV A1 (Principles of Prevention) accident prevention regulations and Scienion's internal rules and must strictly observe them. The supplier is responsible for instructing all its employees involved in carrying out the relevant order. In addition, the supplier must also ensure and check that the above-mentioned basic instructions and the directions given by the coordinators on site before work commences are understood by the employees. The supplier must ensure the same to the full extent if it uses subcontractors. No liability is accepted for accidents in so far as Scienion is not to blame.

11. Product liability

- 11.1. The supplier indemnifies Scienion against third party claims arising from defects in the end product that result from a defect in the delivered product for which the supplier is to blame. This also applies to all costs for a recall action that Scienion deems necessary and justified. The claim for indemnification includes the advance for the necessary costs of the legal process.
- 11.2. The supplier is obliged to take out at its own expense insurance cover (product liability and recall costs) that is reasonable in relation to the business activity.

The supplier will send Scienion a copy of the liability policy upon request at any time.

12. Samples, drawings and protection of models

- 12.1. Documents of all kinds such as drawings, samples, prototypes and data storage media that Scienion makes available may be neither copied nor made accessible to third parties. They are to be returned free of charge upon request.
- 12.2. Products that are produced in accordance with documents provided by Scienion or with tools provided by it may not be used by the supplier itself nor supplied to third parties (exceptions, authorisation must be in writing). The supplier must not be involved either directly or indirectly in replicating these products or the sale of replica products.

13. Ownership of the tool

- 13.1. The tool provided remains Scienion's property. The supplier must store this separately and may use it only for the manufacture of Scienion products. It is liable regardless of fault for any reduction in its value or its loss and will insure against these accordingly. The cost of safeguarding it are covered by the purchase price for the products manufactured with the tool.

14. Business and company secrets

The supplier is obliged to treat orders from Scienion and the commercial and technical details associated therewith as business and company secrets.

15. Compliance

- 15.1. The supplier hereby confirms that in connection with the supply of products to Scienion and/or the performance of work for Scienion it complies with all relevant provisions of the relevant applicable statutory regulations, in particular relating to criminal law, antitrust law, social security law and administrative offences law as well as minimum wages and the avoidance of child labour.
- 15.2. The supplier confirms that it observes in particular the relevant anti-corruption legislation and regulations and that it makes no financial donations or other gifts to employees of Scienion or members of their families for the purpose of obtaining orders from Scienion. Nor will it undertake any such practices in the future.
- 15.3. The supplier confirms that, in so far as they are relevant, it complies with the statutory provisions of MiLoG (Minimum Wage Act) and that it pays its employees to which MiLoG applies the relevant minimum wage. In addition, the supplier confirms in accordance with §19 MiLoG that it is not excluded from the placing of public contracts.
- 15.4. The supplier will observe the principles of the UN's Global Compact Initiative. These mainly concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the removal of discrimination in recruitment and employment, responsibility towards the environment and the prevention of corruption. Full information on the UN's Global Compact Initiative is to be found on www.unglobalcompact.org.
- 15.5. The supplier undertakes to impose observance of the rules set down in Points 15.1 to 15.4 upon any subcontractors used and its own suppliers mutatis mutandis.
- 15.6. If the supplier commits a breach of the rules set down in Points 15.1 to 15.5, Scienion may in accordance with the statutory provisions withdraw from contracts with the supplier or terminate them, break off all contractual negotiations and demand compensation and indemnification from claims that third parties might make against Scienion.

16. Supplementary terms

- 16.1. All the legal relationships between the supplier and Scienion are subject to the law of the Federal Republic of Germany with the exclusion of the UN Convention on the International Sale of Goods.
- 16.2. The place of fulfilment and jurisdiction is the location of Scienion's registered office or, if Scienion so chooses, the supplier's registered place of business.
- 16.3. If a term of these purchasing terms and conditions or other points agreed is/becomes invalid or unenforceable in part or in its entirety or if a gap is detected therein, the validity of the other terms is not affected by this.

As at 20 August 2018