

**TBD-BIODISCOVERY LTD**  
**GENERAL TERMS AND CONDITIONS OF SALES**

TBD-Biodiscovery Ltd. (hereinafter "TBD") supplies products or services (hereinafter "Goods") ordered by a customer (hereinafter "Buyer") subject to the following terms and conditions. Placing of an order implies the Buyer accepts these terms and conditions. All sales are accepted and shipped strictly subject to these terms and conditions, if not agreed otherwise.

#### **1. Prices**

All prices are shown in EUR Ex works (Tartu, Estonia). Written price quotations are valid for 30 days unless otherwise stated.

#### **2. Taxes and other charges**

The price quotations exclude all taxes, duties and transport costs. Sales taxes, fees or charges imposed by any governmental authority on the transaction between TBD and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event TBD is required to pay any such tax, fee or charge, the Buyer shall reimburse TBD therefore.

#### **3. Payment**

The payment term for credit accounts is net 10 days from the invoice date unless otherwise agreed and are in full to the beneficiary (OUR). TBD reserves the right to request advance payment at its discretion. For overdue invoices a 0.5% per day finance charge rate will be applied.

#### **4. Shipping**

The Goods are shipped via courier service unless otherwise agreed. Unless specified, the customer is responsible for all shipping and handling charges. For international shipments, in addition to shipping charges, the customer is responsible for any applicable customs and VAT charges.

TBD is not responsible for any loss caused by circumstances uncontrollable by TBD. These circumstances are actions caused by parties not engaged with TBD – e.g Buyer, third parties (courier, customs, civil service) or force majeure circumstances. Force majeure means any circumstances irrespective of the will of the parties that cannot be foreseen or avoided in these conditions that restrict, partly or totally, the fulfilling of the obligations. Force majeure circumstances are: natural disaster, unforeseen weather conditions, war, rebellion, export-import prohibitions, strike or any similar conditions.

TBD reserves the right to refuse sale of products and release of the associated data to the customers on credit hold.

#### **5. Complaints**

The Buyer shall inspect the Goods immediately upon receipt and inform TBD promptly of any damage or complaints.

All claims must be received in written form (by fax or email) within net 10 days from the date of receipt of the Goods at the destination place. TBD is responsible to take quick and appropriate action to find the source of the problem and provide an adequate solution to fix the issue.

#### **6. Order change or cancellation**

Orders arising hereunder may be changed, amended or cancelled only by written agreement signed by both parties. The Buyer may cancel the order only by providing an actual notice to TBD prior to the start of the production activities or activities associated with it. Cancelling the order during ongoing production or project activities, the Buyer shall cover all the actual costs of the work done calculated on the FTE basis including the costs of raw materials unless otherwise agreed in writing. Upon completion of the production or the project activities, no cancellation of the order shall be allowed.

#### **7. Warranty**

TBD guarantees the conformance of the Goods to the quality requirements previously agreed upon at the time of sale and issues the certificate of analysis, if relevant. The Buyer is responsible to determine the adequacy of all materials for any intended or specific purpose or use. This warranty applies only to the Goods in the original packing and does not apply to the Goods which has been repacked or tampered in any way, or which has been misused in any manner or damaged by accident or negligence, or which has been used by the Buyer with ignorance of the instructions, if any, released by TBD. All claims must be received in written form (by fax or email) within net 10 days from the date of receipt of the Goods at the destination place.

#### **8. Conditions for Use**

All Goods sold by TBD are for research and development laboratory use only, if not stated otherwise, and should be handled only by competent, suitably trained persons, familiar with laboratory procedures and potential chemical hazards. All compounds are supplied on the condition that the customer accepts total responsibility for their use and any misuse, and for safe disposal of all such compounds.