

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 is determined to pay in full amount as shown on the invoice. TBD reserves the right to request prepayment at its discretion. For overdue invoices a 0.5% per day finance charge rate will be applied till the date, when invoice is paid in full.

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 reserves the right to refuse sale of products and release of the associated data to the customers on credit hold. TBD is not responsible for any loss caused by unforeseen and uncontrollable circumstances. Such circumstances include acts or omissions of other parties, who are not related to TBD - e.g. end customer, third party (courier company, custom, civil servant etc.). Also, TBD is not responsible for loss caused by force majeure, which is considered to be circumstances beyond the control of the parties which prevent the fulfillment of obligations - such as natural disasters, unforeseen weather conditions, war, rebellion, embargo, strike, pandemics and other circumstances.

If the Buyer has debts to TBD, TBD reserves the right to refuse to deliver the Goods to the Buyer, issue data related to the Goods, accept new orders and continue with pending orders.

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 within a reasonable time, taking into account all the circumstances.

Submit a complaint does not release the Buyer from obligation of paying the invoice under the conditions indicated on the invoice.

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 the order in full of the production or the project activities, no cancellation of the order shall be allowed.

If the Buyer request to change the delivery terms of the Goods so that the delivery of the Goods is later than confirmed in the order, but the execution of the order by TBD is terminated, TBD reserves the right to invoice the Buyer on the payment terms agreed on the date of completion.

7. Warranty

TBD guarantees the conformance of the Goods to the quality requirements previously agreed upon at the time of sale (date of shipment by TBD) 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 should be handled only by competent and pursuant fully-fledged persons, who are 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.