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## TERMS & CONDITIONS

### 1. Scope of application

1.1 These general terms and conditions (hereinafter the "**Agreement**") shall apply, without restriction or reservation, to all the offers and sales of Products and Services (hereinafter referred to respectively as the "**Product(s)**" and/or "**Service(s)**") of LifeTein, having its registered office at 100 Randolph Road, Suite 2D, Somerset, New Jersey 08873 USA (hereinafter referred to as "**LifeTein LLC**" or the "**Seller**") as well as of all its Subsidiaries and Branches throughout the world, irrespective of the mode of communication used. For the purpose of this Agreement, "Subsidiaries" and "Branches" means any legal entity which is controlled by, or is under common control with LifeTein LLC. This Agreement shall apply in particular to any and all offers or orders of Products or Services via the Seller's website.

1.2 All offers and sales of Products and/or Services shall be deemed executed or concluded with the Seller, even if the offer stems from - or the order is carried out by - a Subsidiary or Branch of LifeTein LLC. The option of a local Subsidiary or Branch to receive payment in accordance with articles 1.3 and 4.1 of these general terms and conditions of sale notwithstanding, the contract of sale shall be concluded with the Seller.

1.3 The obligations of the Seller referred to in this Agreement may be satisfied, in whole or in part, by a Subsidiary or Branch of the Seller. A Subsidiary or Branch of the Seller may also benefit from the rights of the Seller under this Agreement.

1.4 The Seller reserves the offer and sale of its Products and Services strictly for a professional public, a natural person or a corporate body, for use exclusively for professional purposes (Business to Business), including laboratory research work. Any party that purchases Products or Services from the Seller in accordance with this Agreement (hereinafter referred to as the "**Buyer**") represents, warrants and covenants that:

1.4.1 it is a member of the professional public and shall use the Products or Services exclusively for professional purposes in compliance with the terms and conditions of this Agreement;

1.4.2 it will not use the Products in, nor permit the Products to be used in, any human subjects (including clinical trials); and

1.4.3 it will handle, store, use, transport and dispose of all Products in compliance with all applicable laws, statutes and regulations.

1.5 The fact that the Buyer orders a Product or Service offered for sale by the Seller, in any way whatsoever, shall entail that he acknowledges that he is cognizant of and accepts, without restriction or reservation, the terms and conditions of this Agreement prior to the order. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning their subject matter, provided that the terms and conditions of this Agreement may be supplemented by a separate agreement regarding the description of the Products and Services, and the quantity, price and delivery schedule with respect to such Products and Services. This Agreement shall not be modified by the Buyer in any way except pursuant to article 1.8.

1.6 The Seller reserves the right to amend these general terms and conditions at all times. Such amendments shall be applicable to all orders placed after their initial appearance on the Seller's website, the name of the principal domain whereof is lifetein.com and/or celltein.com as applicable, whereby all the domain names held by the Seller, its Subsidiaries and Branches (first level generic domains and first level national domains) refer the user to the website www.lifetein.com as applicable.

1.7 The Buyer is requested to keep a paper or electronic copy of the general terms and conditions for future reference.

1.8 No departure from the terms and conditions of this Agreement shall bind the Seller without its prior, explicit consent in writing. Accordingly, all other terms and conditions provided on the order form or any other document from the Buyer, such as its own general terms and conditions, shall not apply. Any departure that the Seller has accepted in accordance with this article 1.8 shall be valid only for the particular order to which this departure pertains and shall not apply automatically to subsequent orders or contracts.

1.9 Except as expressly provided in this Section 1.9, the terms and conditions of this Agreement shall supersede any contradictory terms and conditions in any separate agreement. In the event of contradiction between the terms and conditions of this Agreement and the particular terms and conditions negotiated and agreed to in writing by and between the Seller (or one of its Subsidiaries and Branches) and the Buyer, or granted by the Seller (or one of its Subsidiaries and Branches) to the Buyer (hereinafter referred to as the "particular terms and conditions of the Seller"), and if such particular terms and conditions of the Seller are agreed to in writing in accordance with article 1.8, then such particular terms and conditions of the Seller shall take precedence over these general terms and conditions.

1.10 Unless stipulated otherwise, for the purposes of this Agreement, the phrase "in writing" shall cover all written communication, whether by post, e-mail or fax.

### 2. Offer and order

2.1 No verbal order by the Buyer shall be taken into consideration by the Seller unless it is confirmed by an order form in writing or by an order placed online on the Seller's website in compliance with the instructions mentioned on said website.

2.2 Any order placed by the Buyer shall be binding for the Seller only if and of such time as it was confirmed in writing within five (5) working days by the Seller. In the absence of confirmation in writing within the stipulated period of five (5) days, it shall be up to the Buyer to contact the Seller or the latter's Subsidiary or Branch with which the offer was negotiated or the order placed.

2.3 Any order confirmed in writing by the Seller shall be legally binding for the Seller and the Buyer. No cancellation or change by the Buyer of an order confirmed in writing by the Seller will be taken into consideration.

2.4 Unless stipulated expressly otherwise in the written offer of the Seller (or of one of its Subsidiaries or Branches), any offer made by the Seller (or one of its Subsidiaries or Branches) shall be valid for a maximum period of thirty (30) calendar days only.

## 3. Prices

3.1 The prices are quoted in euros, pounds sterling, US dollars or Swiss francs, exclusive of VAT and/or any other taxes, as applicable. Any increase in VAT and/or in any other taxes or any new tax imposed between the time that the order was placed and the time of delivery shall be borne by the Buyer.

3.2 Unless stipulated otherwise in the particular terms and conditions of the Seller (pursuant to Section 1.9), the prices shall refer only to the supply of Products and Services described in the particular terms and conditions, to the exclusion of all other works or services, and shall not include shipping and handling charges, duties and custom fees.

3.3 The Seller reserves the right to change the prices and specifications of Products and Services at all times without notice. Such changes shall be applicable to any order placed after the initial appearance of said changes on the Seller's website.

## 4. Payment

4.1 Invoices shall be payable within thirty (30) calendar days as of the date of invoice by wire transfer/check in the currency of the invoice. The payment must mention clearly the references mentioned on the invoice.

4.2 If an invoice is not paid on the date due, the Seller reserves the right to suspend deliveries of orders in progress (albeit already partially processed) or subsequent orders in such a case, until payment has been made in full. The Seller may require at all times that the price and shipping charges be paid prior to the delivery of Products or Services.

4.3 Once the period of payment has expired, the Buyer shall, automatically and without prior notice, be liable for interest for late payment at the lesser of the maximum rate permitted under applicable law or the rate of fifteen percent (15%) per year, compounded daily, and 35% collection fee.

4.4 Any invoice not paid when due shall moreover be increased, as of right and without notice, by a flat-rate compensation of ten percent (10%) of the outstanding amount, as compensation for additional administrative expenses incurred by the Seller in connection with late payment by the Buyer, with a minimum of forty euros (EUR 40,-) or fifty-five US dollars (USD 55,-) or forty Swiss franc (CHF 40,-) or thirty pound (GBP 30,-) as applicable, without prejudice to any other compensation which the Seller would be entitled to claim in connection with such late payment.

4.5 If, in the Seller's sole reasonable judgment, the Buyer's credit rating deteriorates, then the Seller has the right, even after a partial processing of the order, to demand such guarantees from the Buyer as the Seller shall, in its sole discretion, deem suitable for the proper performance of the commitments undertaken. If the Buyer refuses to comply, then the Seller shall be entitled to cancel all or part of the order.

4.6 The Buyer shall notify the Seller in writing of any complaint relating to the amounts invoiced within fifteen (15) calendar days after the date the invoice was delivered to the Buyer, otherwise the invoice shall be considered as being irrevocably and totally accepted by the Buyer.

## 5. Conditions of delivery

5.1 Unless explicitly stipulated otherwise in the particular terms and conditions of the Seller (pursuant to Section 1.9), delivery shall be DAP - Buyer's warehouse (Incoterms 2010). Freight and insurance charges will be prepaid by the Seller, added to the invoice, and are payable by the Buyer plus a minimum packing and handling fee per shipment.

## 6. Delivery periods

6.1 Unless express guarantee is given in the particular terms and conditions of the Seller (pursuant to Section 1.9), the delivery periods mentioned in said particular terms and conditions shall not be strict deadlines. The Seller may be held liable only if the delay is extensive and attributable to gross negligence on its part.

6.2 A delay in delivery shall under no circumstances lead to the cancellation of the order by the Buyer.

## 7. Reservation of ownership

7.1 The Products and Services delivered shall remain the property of the Seller until the price has been paid in full, even in the case of transformation or incorporation of said Products into other goods. If payment is not made on the date due, the Seller may require the Products to be returned and the contract of sale to be cancelled. No collateral or other security of any nature whatsoever shall be granted on these Products. The Buyer shall notify the Seller immediately in writing of any distraint by a third party on these Products or other goods in which the Products may have been incorporated.

## 8. Approval

8.1 The Products or Services shall be deemed to be approved by the Buyer seven (7) calendar days at the latest after delivery, unless a precise and detailed written complaint for non-compliance of the Products or Services is lodged by the Buyer with the Seller by registered letter prior to the expiry of this period.

8.2 The approval referred to in article 8.1 shall cover all the apparent defects, i.e. defects that the Buyer was able to detect at the time of delivery or within seven (7) calendar days that followed, by an attentive and rigorous inspection, and in particular defects relating to the characteristics and to the functioning of the Products and Services sold.

## 9. Limitation of liability

9.1 The Seller's liability shall be limited strictly to the replacement of the non-compliant Products or Services or to the reimbursement of their price, according to the Seller's choice.

9.2 The Seller shall, as of delivery, assume no liability other than that provided under Article 9.1.

9.3 Accordingly, taking account of the specific nature of the Products and Services and the multiple possible applications, the Seller does not guarantee in particular that the Products and Services are adapted for the intended application, and it shall be the Buyer's responsibility to verify and to make sure that the Products and Services are appropriate and adequate for the intended application.

9.4 Except as provided under Article 9.1, to the full extent permissible under the applicable legislation the Seller may not be held liable for any cost or liability arising from or in connection to Products or Services, including damages or accidents to persons, damages to goods other than the Products or Services sold, loss of earnings or profits, harm to reputation, or any other prejudice arising directly or indirectly from the Products or Services, and including defective Products or Services. IN NO EVENT SHALL THE SELLER BE LIABLE UNDER THIS AGREEMENT FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

9.5 The Products ordered by the Buyer which are exclusively intended for laboratory research purposes, shall correspond to the quality and safety standards in accordance with said research purposes. They shall not be used by the Buyer for other purposes such as (the list is not exhaustive) diagnostic, prophylactic, therapeutic, cosmetic, commercial ends, or as food, ingredients or medical devices. Without prejudice to the other provisions of this Agreement that limit or exclude the Seller's liability, the latter shall accept no liability if the Buyer who ordered Products intended exclusively for laboratory research, uses said Products for purposes other than for research.

## 10. Cancellation of the sale

10.1 The Seller shall be entitled to cancel the sale, as of right and without official notice, by apprising the Buyer of its intention by registered letter, in the event of serious breach on the part of the Buyer of its contractual obligations, in particular if there is a delay in payment of an invoice of more than 30 (thirty) calendar days, or if it turns out that the Buyer will not fulfill or is at serious risk of not fulfilling one of its main obligations, even before said obligation is due.

10.2 If the sale is cancelled by virtue of the previous paragraph, the Buyer acknowledges that the extent of the Seller's damages may be difficult to ascertain and, therefore, the Buyer shall be liable to the Seller for liquidated damages of fifty percent (50%) of the total selling price of (i) all Products and Services ordered by, but not yet delivered or provided to, the Buyer under this Agreement, and (ii) all Products and Services ordered by and provided to the Buyer during the previous twelve (12) months under this Agreement. The Seller nonetheless reserves the right to claim higher compensation, on condition that it can provide proof of its loss.

## 11. Intellectual Property rights

11.1 The Seller does not guarantee that the sale and/or use of its Products and/or Services, alone or in combination with other products, or during a process, does not infringe the rights of third parties, including without limitation any patents, trademarks or copyrights of any third party.

11.2 The Seller shall remain the owner of intellectual property rights of which it is the holder or applicant. In particular, the order placed by the Buyer for Products or Services, its execution and the delivery of said Products or Services ordered, shall entail no assignment or transfer of, nor any license under, the Seller's intellectual property rights, including any patents, trademarks or copyrights of the Seller or any of its affiliates.

11.3 The Buyer shall remain the owner of intellectual property rights of which it is the holder or applicant. In particular, the order placed for Products or Services by the Buyer shall not entail any assignment or transfer of the Buyer's intellectual property rights, including any patents, trademarks or copyrights of the Buyer or any of its affiliates.

11.4 If the order placed by the Buyer entails that, in order to carry out the order, the Seller has to use or implement intellectual property rights that are owned by the Buyer or that the Buyer claims to hold, then the Buyer hereby grants the Seller and its affiliates a worldwide license under such rights to use and to implement such intellectual property rights solely as needed to execute such order.

## 12. Voidance

12.1 If any of the clauses of this Agreement were, for one reason or another, to be considered null and void, illegal or inapplicable, said clause shall be replaced by a valid, legal and applicable provision that reflects as well as possible the Seller's original intent, and the validity, legality or applicability of the other clauses shall not be affected nor reduced as a result.

## 13. Export Control

13.1 Where applicable, the Buyer shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce. Among other things, these laws and regulations prohibit, or require a license for, the export of certain types of commodities and technical data to specified countries. The Buyer hereby gives written assurance that it will comply with all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself, and that it will indemnify, defend, and hold the Seller harmless for the consequences of any such violation.

## 14. Indemnity

14.1 The Buyer shall defend, indemnify and hold the Seller and its affiliates, and the directors, officers, employees and agents of either (collectively, the "Indemnitees"), harmless from all losses, liabilities, damages and expenses (including attorneys' fees and costs) incurred as a result of any third party claim, demand, action or proceeding arising out of (i) any breach of this Agreement by the Buyer, (ii) the use, application of, distribution, sale, handling, disposal or other exploitation of any Product or Services by or on behalf of the Buyer or by any subsequent purchaser or transferee of such Product or Services, and (iii) the use or implementation of intellectual rights that are owned by the Buyer and obtained by the Seller in accordance with Article 11.4, including claims that the use or practice of such rights by the Seller under this Agreement infringes the rights of any third party.

14.2 Any Indemnitee claiming that it may be entitled to indemnity under Article 14.1 shall give prompt written notice of such claim to the Buyer; provided that any delay in such notice shall not release the Buyer from its obligations under Article 14.1 unless and to the extent such delay has materially prejudiced the defense of such claim. The Buyer shall retain competent counsel to defend such claim, and shall control the defense and settlement of such claim; provided, however, that (i) the Buyer shall not admit any fault, liability or wrong-doing on behalf of any Indemnitee, and (ii) the Buyer shall keep each Indemnitee informed of the status of such claim, including prompt notice of any settlement offers made by any third party claimant. An Indemnitee may, at its cost and expense, retain separate counsel in connection with the defense of any such claim.

## 15. Disclaimer of Warranty

15.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED TO THE BUYER (a) "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND (b) WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF PRODUCTS OR SERVICES WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, INCLUDING ANY PATENT, TRADEMARK OR OTHER RIGHT.

## 16. Applicable law - competent courts

16.1 If the Buyer places an order from the United States of America, these general terms and conditions and the sales of Products or Services shall be governed by the laws of the State of New Jersey, United States, irrespective of (i) the place of the delivery, (ii) the Buyer's country/state of residence, or (iii) the conflict of laws principles applied by such country/state.

16.2 Any dispute relating, directly or indirectly, to the existence, interpretation, performance or cancellation of the contract referred to in article 16.1 concluded by and between the Seller and the Buyer shall be referred exclusively to the United States District in state court in New Jersey, even in cases involving several defendants or in third party proceedings. The Buyer hereby waives any objection to such exclusive jurisdiction and on the basis that such courts may be an inconvenient forum.

16.3 If the Buyer places an order from any country in the world except from the United States of America, these general terms and conditions and the sales of Products or Services shall be governed by Belgian laws, irrespective of (i) the place of the delivery, (ii) the Buyer's country/state of residence, or (iii) the conflict of laws principles applied by such country/state.

16.4 Any dispute relating, directly or indirectly, to the existence, interpretation, performance or cancellation of the contract referred to in article 16.3 concluded by and between the Seller and the Buyer shall be referred exclusively to the courts and tribunals of New Jersey, even in cases involving several defendants or in third party proceedings. The Buyer hereby waives any objection to such exclusive jurisdiction and on the basis that such courts may be an inconvenient forum.

## 17. General

17.1 The Buyer may not assign this Agreement without the express prior consent of the Seller, except in connection with the sale or transfer of all of the Buyer's assets to which this Agreement relates. The Seller may assign this Agreement without the consent of the Buyer.

17.2 No failure or delay by either party in exercising any right, power or remedy under this Agreement will operate as waiver of any such right, power or remedy or of any other right, power or remedy under this Agreement.

17.3 Nothing in this Agreement shall be deemed to create a joint venture or other joint relationship. Neither party shall have any actual, apparent or implied authority as a result of this Agreement to create any obligation, express or implied, on behalf of the other party.

## PEPTIDE SYNTHESIS DETAILS

### Quantity

The quantity delivered is based on gross weight, unless otherwise specified.

### Documentation

Complete documentation includes HPLC and Mass Spec Analysis.

### Chemistry

Unless otherwise specified, the counter ion is TFA.

### **Principles and Scope**

With the placement of an order, the buyer agrees to accept the following conditions.

### **Shipping & Delivery**

LifeTein utilizes standard overnight or two-day Federal Express delivery (or equivalent). We will pre-pay and add the shipping charges to the invoice as separate items.

Standard shipping costs are as follows:

USA - \$30

Canada - \$30

International - \$65

LifeTein reserves the right to make delivery in instalments. All such instalments are to be separately invoiced and paid for when due per invoice. To ensure stability of our products, we reserve the right to ship on blue or dry ice as needed. LifeTein reserves the right to add a surcharge for any shipment made on blue ice or dry ice.

Blue ice: USA - \$20

Canada - \$20

International - \$30

Dry ice: USA - \$30

Canada - \$30

International - \$60

### **Orders**

Orders may be placed online or by e-mail, fax, telephone or postal mail. Offers and orders placed verbally or by electronic transmission shall only become legally binding if they have been confirmed via a sales order number from LifeTein.

Project will not start until a sales order confirmation is issued to the customer.

### **Prices**

Unless explicitly stated otherwise, all prices are quoted in US Dollars. Prices do not include sales tax.

LifeTein 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. Custom quotes are valid for 30 days from date of issuance.

### **Inspection and Returns**

Upon customer's receipt of goods shipped hereunder, customer shall inspect the goods and notify our Customer Services Department of any claims for shortages, defects or damages. If customer fails to so notify us within three days after customer receives the goods, the goods shall conclusively be deemed to conform to these conditions and to have been irrevocably accepted by customer. Authorization for all product returns must be approved by our Customer Services Department and a return authorization number given to customer prior to the return of goods. Not all items will be authorized for return, due to temperature and packing requirements. Items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for product credit. LifeTein reserves the right to charge a fee on returned goods for re-assaying and restocking. All returns are subject to a 20% restocking charge. Shipping charges will not be credited. Goods may not be returned for credit after 20 days after customer's receipt of the goods.

### **Warranty**

LifeTein warrants materials to be of the stated quality at the time of sale. The buyer assumes all the responsibility for the use and handling of the product or any liability for consequential, special, indirect or incidental damages resulting therefrom.

LifeTein's sole obligation is to replace the material up to the amount of the purchase price. This applies only to the product in their original containers and does not apply to a product which has been tampered with or altered in any way or which has been misused or damaged by accident or through negligence.

LifeTein guarantees the purity, identity and content of the delivered products according to the results of the analytical data sheet 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 user prior to use (this includes biological activity of the peptide).

LifeTein makes no warranties as to use for an intended or specific purpose, unless previously expressly agreed in writing. LifeTein 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.

The buyer shall 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 the name of the product, the lot number and the invoice number.

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

nonconforming to the prior contractual agreement, then the buyer has the right to demand the revocation of the contract.

Products which are the subject of complaint may be sent back only with LifeTein's agreement and shipping arrangements for the return must be agreed upon by LifeTein in advance. Our liability is limited in each case to the value of the supplied goods.

### **Terms of payment**

For US customers, unless otherwise agreed in writing, LifeTein's invoices are payable within 30 days from the invoice date without deduction. Overdue accounts are subject to a 1.5% monthly service charge (18% annual, or the highest possible rate, according to applicable law). For first-time non-US customers, prepayment is required. Discount deductions on invoices are not allowed. Reductions in our 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. In the case of a new business relationship or for other reasons, LifeTein may request prepayment or other securities as it sees fit.

### **Indemnification**

Customer indemnifies LifeTein for any claim or expense arising out of customer's use of any products, data, results, documentation, information, records, protocols and reports generated as a result of the performance of this service by LifeTein, unless such claim is attributable to LifeTein's negligence or willful misconduct.

### **Use and liability**

LifeTein products are intended for laboratory and research purposes only and are not intended for humans or animals. Any exceptions are appropriately labeled.

LifeTein expressly forbids the distribution of dangerous substances to private persons. The absence of a hazard warning sign does not indicate that the product concerned is harmless. LifeTein 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. LifeTein shall likewise not accept any liability for damage (to any property or person) that arises from handling or storage of the products.

The customer shall be fully responsible for the intended use of the products, especially for judging the fitness of the products for such use, and for obtaining all respective legally required authorization. LifeTein takes no responsibility for the safety and efficacy of the products. 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.

### **Patent claims, protection rights**

The use of trademarks in offers does not provide for the use of such trademarks. Permission for such use must always be obtained from LifeTein by the buyer in advance and in writing. LifeTein does not offer any guarantee that the use or resale of our products will not violate the protection or patent rights of third parties.