

GAPP PEPTIDES, LLC TERMS AND CONDITIONS OF SALE

- 1. Principles and Scope.** By submitting an order, the “Customer” agrees to be bound by and to comply with these terms and conditions of purchase (hereinafter, the “Terms and Conditions”), including any properly authorized supplements thereto which are incorporated herein by reference, and are collectively referred to as the “Agreement.” These Terms and Conditions set forth the entire terms and conditions applicable to the manufacture and supply by GAPP Peptides, LLC, a Delaware limited liability company (“GAPP”), of products (the “Products”) for sale to Customer. All sales are subject to and expressly conditioned upon these Terms and Conditions and upon Customer’s consent thereto.
- 2. Placing of Orders.** Orders may be placed by purchase order, telephone, email, or letter. Offers and orders placed verbally or by electronic transmission shall become legally binding if they have been confirmed via an order confirmation from GAPP.
- 3. Transfer of Risk and Delivery.** Except as may be otherwise specified in writing, the transfer of risks relating to the Products shall take place at GAPP’s facility just before loading. Should the Customer fail to take delivery of the Products at the agreed date, GAPP may store the Products at the Customer’s risks and expenses and, following a notification of their availability, invoice them as having been delivered. Unless otherwise agreed between the parties, delivery times of GAPP are indicative only and are not binding. Delays in delivery shall not entitle the Customer to claim damages or penalties and shall only entitle Customer to cancel the concerned purchase order of the Products not yet in the process of manufacture, but only after having sent to GAPP a written notice of default giving GAP a reasonable period in order to remedy such delay. GAPP’s obligation to deliver shall be suspended so long as the buyer is in arrears with respect to commitments or payment obligations.
- 4. Inspection and Notice.** The Customer shall inspect visually and test the Products immediately upon receipt to determine whether the condition and quantity of the Products conforms to the detailed specifications for any Product (“Specifications”). Complaints in respect of deficiencies which are detected at the time of testing of the Products must be lodged within seven (7) days of receipt of the goods. The complaint shall be submitted in writing with proof of non-compliance, naming specifically the Product and the invoice number. If the Customer lodges a complaint of deficiency or of inconsistency in good time, and if the complaint is justified as determined by GAPP in its sole discretion, the Customer shall receive a replacement delivery or a refund, at GAPP’s discretion. Products which are the subject of complaint may be sent back only with GAPP’s agreement and shipping arrangements for the return must be agreed upon by GAPP in advance. GAPP’S LIABILITY IS LIMITED IN EACH CASE TO THE VALUE OF THE SUPPLIED GOODS.
- 5. Terms of Payment.** All prices are FOB at facility of GAP’s designation and are exclusive of further costs, including, but not limited to, shipping and handling and all domestic and foreign taxes, excises, duties and the like, which further costs Customer shall be responsible for paying in addition to the quoted prices. Customer is required to pay shipment charges for each shipment, for example, if Products are required to be shipped separately. PAYMENTS ARE DUE ON RECEIPT OF INVOICE UNLESS OTHERWISE SPECIFIED IN THE INVOICE. Overdue accounts are subject to a 1.25% monthly service charge (15% annual, or the highest possible rate, according to applicable law). GAPP reserves the right to ship and invoice Customer for partial orders if one or more units is delayed for any reason. In the event of a payment default, Customer shall be responsible for all of GAPP’s costs of collection, including court costs, filing fees, and attorney fees. GAPP reserves the right to change the terms of payment to payment in full or in part in advance of shipment.
- 6. Use of Products.** GAPP supplies the Products solely for research and laboratory use by Customer. GAP therefore supplies such products only for the purposes of public research, experimental and teaching institutes, technical facility, and pertinent industrial units. Customer understands that the Products are not made to GMP standards and are not intended for use in humans. GAPP expressly forbids the distribution of

dangerous substances to private persons. The absence of a hazard warning sign does not indicate that the Products concerned are harmless. It is the sole responsibility of the Customer to comply with national or international laws and regulations, including but not limited to pharmaceutical, environmental, and safety related laws and regulations, to the extent that these are applicable to shipment, delivery, storage, trading, further processing or intended use.

7. Changes and Cancellation. GAPP reserves the right to refuse or cancel any order in whole or in part by notice to Customer if GAPP reasonably determines that it cannot successfully or safely manufacture the Products as ordered, or that the manufacture, sale or use of the ordered Products is likely to violate any applicable law or regulation.

8. Reservation of Rights. GAPP acknowledges that any Specifications shall remain Customer's property. GAPP shall take reasonable steps to keep the Specifications confidential. Nothing contained in this Agreement shall grant or transfer to Customer any right, title or interest in any of GAPP's patents, copyrights, trademarks, trade secrets or other proprietary rights.

9. GAPP Representations and Warranties. GAPP ONLY GUARANTEES THE PURITY, IDENTITY AND CONTENT OF THE DELIVERED PRODUCTS IN CONFORMANCE WITH THE SPECIFICATIONS. THE PRODUCTS AND ANY SERVICES ARE PROVIDED TO CUSTOMER "AS-IS" AND WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR OTHERWISE. CUSTOMER, AND NOT GAPP, SHALL BE LIABLE FOR ANY USE IF THE PRODUCTS OR THE PROGENY OR DERIVATIVES, AND FOR ANY RECALL, LOSS, CLAIM, DAMAGE, OR LIABILITY OF ANY KIND OR NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH THE USE, HANDLING OR STORAGE OF THE PRODUCTS OR THE PROGENY OR DERIVATIVES AFTER DELIVERY TO CUSTOMER.

10. Customer Representations and Warranties. CUSTOMER'S SUBMISSION OF AN ORDER, OR PAYMENT FOR ANY ORDER, CONCLUSIVELY CONSTITUTES CUSTOMER'S REPRESENTATION AND WARRANTY THAT NEITHER THE SPECIFICATIONS NOR GAPP'S USE OF THEM FOR PURPOSES OF MANUFACTURING AND SELLING PRODUCTS, NOR CUSTOMER'S USE OF ANY PRODUCTS, WILL VIOLATE ANY APPLICABLE LAW OR REGULATION, OR MISAPPROPRIATE OR INFRINGE UPON ANY INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS, CONTRACTS OR OTHER THIRD PARTY INTERESTS ANYWHERE IN THE WORLD, INCLUDING, WITHOUT LIMITATION, LAWS AS TO HAZARDOUS OR INFECTIOUS MATERIALS OR AGENTS, THE USE OR RELEASE OF MODIFIED ORGANISMS, PATENTS, COPYRIGHTS, TRADEMARKS, TRADE NAMES, KNOW-HOW PROTECTION, TRADE SECRETS AND EXPORTS.

11. Indemnification. Customer agrees to indemnify GAPP and its affiliates and their officers, agents and employees from and against any liability or loss incurred by any of them to the extent arising out of the Specifications or out of Customer's, or any of Customer's affiliates, use of the Products or their progeny or derivatives. Customer agrees to indemnify and hold harmless GAP against all claims, losses, or damages in connection with the sale, delivery, or use of the products and related possible infringements of intellectual property rights.

12. Special Damages. GAPP shall in no event be liable to Customer or any third party for any indirect, incidental, consequential, punitive, or special damages arising out of this Agreement or any use of the Products. In no event shall GAP's aggregate liability under or in relation to this Agreement or the sale of the Products exceed the amount paid or payable by Customer to GAP for the purchase price of the Products under this Agreement.

13. Force Majeure. Force majeure of any kind, including, but not limited to, unforeseeable operational disruptions, shortfalls or failures in delivery on the part of our suppliers, shortages of raw materials, power supplies and/or manpower, strikes, lockouts, problems in procuring means of transport, obstructions to traffic, war, political unrest, acts of terrorism, natural disasters, pandemic, and order of higher authorities shall exempt the party concerned from the obligation to deliver or to accept delivery for the duration of the disruption and for any consequential damages arising therefrom, but shall not exempt such party from any financial obligations arising from any Products or services already supplied.

14. Miscellaneous. GAPP's failure to strictly enforce any of these Terms and Conditions or to exercise any right arising under this Agreement shall not constitute a waiver of GAPP's right to strictly enforce such Terms and Conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies GAPP may have at law or in equity. Any waiver by GAPP of a default by Customer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. The section headings contained in these Terms and Conditions are for convenience only and are not to be relied upon to interpret any provision of these Terms and Conditions. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective affiliates, heirs, personal representatives, successors and assigns. No variation of these Terms and Conditions shall be binding upon GAPP. If any provision of these Terms and Conditions is for any reason found illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and such finding or holding shall not affect the legality, validity or enforceability of the remaining provisions of these Terms and Conditions. Any notice to either party required or permitted under this Agreement shall be in writing and shall be effective upon receipt at such party's regular business address. This Agreement and all related acts and transactions shall be governed, construed and interpreted in accordance with the laws of the State of Texas, USA.