

1. General/Sphere of Validity.

These Standard Terms and Conditions of Sale (“**Terms**”) apply exclusively to all materials (the “**Materials**”) and services (the “**Services**”) supplied by Human Cell Design SAS, Centre Pierre Potier, 1 Place Pierre Potier, 31100 Toulouse, France, and any and all of its affiliates (collectively, “**Human Cell Design**”) to you (“**Customer**”) as described in an accepted quote or otherwise on Human Cell Design’s website (“**Website**”) at the following link: <https://HumanCellDesign.com/>. THESE TERMS SUPERSEDE ANY TERMS OR CONDITIONS THAT ARE IN ADDITION TO, CONFLICT WITH, OR DIFFER FROM THE PROVISIONS SET FORTH HEREIN AND HUMAN CELL DESIGN DOES NOT AND WILL NOT RECOGNIZE ANY TERMS OR CONDITIONS THAT ARE IN ADDITION TO, CONFLICT WITH, OR DIFFER FROM THE TERMS AND CONDITIONS SET FORTH HEREIN UNLESS HUMAN CELL DESIGN EXPRESSLY AGREES IN WRITING TO THE VALIDITY OF ANY SUCH ADDITIONAL, CONFLICTING OR DIFFERING TERMS OR CONDITIONS.

2. Offer and Acceptance.

- 2.1. Human Cell Design’s offer to sell Materials and provide the Services is expressly conditioned upon Customer’s acceptance of these Terms. Any of the following constitutes Customer’s acceptance of these Terms: (a) written acknowledgement of these Terms, including through a validation of a purchase order placed on the Website, (b) issuance of a purchase order for Materials and/or Services, (c) acceptance of any shipment or delivery of Materials and/or provision of Services, (d) payment for all or a part of Materials and/or Services, or (e) any other act or expression of acceptance by Customer.
- 2.2. Human Cell Design’s offers are without commitment and non-binding. Purchase orders do not become legally binding until accepted pursuant to [Section 2.3](#).
- 2.3. Customer may place a purchase order (i) on the Website, by creating a customer account and a login, or (ii) by email, at contact@humancelldesign.com, subject to the following conditions:
 - (a) If the purchase order is placed on the Website: the order will be deemed finalized after Customer has read and agreed to the Terms in their version displayed on the Website on the day of the order and has validated the order summary on the Website, in accordance with the Terms. Once the order has been received, Human Cell Design will issue a confirmation by email within 14 working days, which will constitute an accepted purchase order. If Customer does not receive the confirmation email within such time period, the purchase order is deemed to be rejected.
 - (b) If the purchase order is placed by email: Customer shall indicate in its order the following items: the relevant Material(s) and/or Services, the desired quantity of Materials and/or Services, the desired shipping and performance date, the delivery and performance address and the invoicing address. Human Cell Design shall issue a quote based on the items listed in the order with the applicable price(s). Such quote is valid for 60 days after the date of issuance of a quote. If Customer validates the quote within this time period, the corresponding quote signed by Customer’s duly authorized person will constitute an accepted purchase order.
- 2.4. Customer may not cancel a purchase order once it has been accepted pursuant to [Section 2.3](#). If Customer requests modification of a purchase order, the modification will take effect only as from the sending of a confirmation email, if applicable, by Human Cell Design, detailing the modifications to be implemented as well as the new price and, if necessary, the new possible date(s) of shipment of the relevant Material(s) and/or of performance of the relevant Services.
- 2.5. Subject to mandatory applicable law, returns of Materials are only permitted in the event that Materials are defective, subject to [Section 6.2](#).

3. Prices and Terms of Payment.

- 3.1. The price of each Material and of each Service is indicated on the quote at the date of placement of the order or is otherwise indicated in the quote issued by Human Cell Design pursuant to Section 2.3(b). Unless otherwise provided in the applicable accepted purchase order, Human Cell Design’s stated prices are DAP (Delivered At Place) including packaging, but not including any applicable VAT, customs duties or other taxes or similar fees which must be paid by Customer.
- 3.2. Human Cell Design reserves the right to make reasonable adjustments to its prices at any time and will provide documentation of any such adjustments to Customer upon request. Unless otherwise specified in an accepted purchase order, such adjustments can only be made prior to a new order. Adjustments cannot be made once an order has been initiated by Customer and accepted by Human Cell Design.
- 3.3. All payments are due within thirty (30) days of the date of invoice except for first order payment is due immediately before product shipment.

- 3.4. Customer does not have a right to offset any payments unless Human Cell Design agrees otherwise in writing.
- 3.5. Any Services require 50% initiation payment, receipt of all Customer Materials (as defined in [Section 4.2](#)) and signed validation of a study plan before experimental phase initiation.
- 3.6. Human Cell Design Materials and Services will be invoiced according to payment schedule provided in the accepted purchase order. Without prejudice to Human Cell Design's other rights, Human Cell Design reserves the right to: (i) charge interest on any overdue sums at the rate applied by the European Central Bank to its most recent refinancing operation (floored to 0 if negative) plus 10 percentage points during the period of delay, plus a one-time administrative cost / recovery fine of EUR 40 per invoice overdue; (ii) suspend performance of the purchase order (including withholding future shipment of Materials and performance of Services) in the event that Customer fails to make payment when due under the purchase order or any other contract; and (iii) at any time require such reasonable security for payment as Human Cell Design may deem reasonable. In case of dispute, Customer will pay within five (5) business days any item/part of the amount invoiced, which is not or no longer in dispute.
- 3.7. Customer shall also pay Human Cell Design for additional Services in case Services must be remade, for example because of Customer's instructions, reasonable and necessary travel and other expenses that are incurred by Human Cell Design in the performance of the Services.
- 3.8. The transfer of ownership of the Material(s) to Customer is suspended until full payment of the corresponding invoice to Human Cell Design. Customer undertakes to take all measures to ensure, at all times, the identification of the Material(s) with a view to their claim, before full payment of the price.
- 3.9. Authorized payment method is only through a bank transfer. Human Cell Design does not accept any payment by credit card, cash or check.
- 3.10. All banking commissions and fees of change relating to transfers has to be borne by the Customer.
- 3.11. Customer payments has to identified with Customer's name and Invoice number to be integrated recognized by Human Cell Design as effective.
- 3.12. Refunds to the Customers will be done only in case of excess amounts paid and cannot be done to another entity than the Customer's affiliated entity that made the initial payment. If a refund needs to be made as a result of an act or omission directly attributable to HCD, refund charges shall be borne by HCD. If a refund needs to be made as a result of an act or omission directly attributable to the customer, refund charges shall be borne by the customer. Refunds made by bank transfer, related to any transaction where HCD has incurred a processing fee may be subject to an administrative fee deducted from the refund.

4. Delivery and Performance Period.

- 4.1. The delivery times of the Materials and performance times of the Services are given in the description of each Material and each Service on the Website or in the applicable accepted purchase order. Human Cell Design is not liable for delays in delivery of Materials and performance of Services insofar as they have been caused by force majeure and out of Human Cell Design's reasonable control (e.g. operational disruptions of any type, difficulties in procurement of materials, transportation delays, strikes, lawful lockouts, staff shortages, material shortages, difficulties in obtaining necessary approvals from governmental authorities, regulatory actions by governmental authorities, deliveries from Human Cell Design's suppliers not being made, not being made correctly or not punctually) or are otherwise imputable to Customer.
- 4.2. Customer shall provide Human Cell Design with all materials and related information as necessary to perform the Services subject to an accepted study plan and purchase order ("**Customer Materials**") and in such quantities as required for the performance of such Services. For the avoidance of doubt, Customer Materials shall only be used by Human Cell Design for the performance of the Services. Human Cell Design shall confirm receipt of the Customer Materials and shall promptly inform Customer in case of any issues relating to, or loss or damage to, the Customer Materials. Human Cell Design shall not be liable for any loss or damage to Customer Materials while in storage at its facility, except if such loss or damage is caused by its willful misconduct and/or gross negligence.
- 4.3. If Human Cell Design is in delay with a delivery or a performance or if delivery or performance is impossible for Human Cell Design, irrespective of the reason, Human Cell Design's liability for compensation will be restricted in accordance with [Section 10](#) of these Terms.
- 4.4. Compliance with Human Cell Design's terms of delivery and performance require punctual and proper fulfillment of Customer's obligations under these Terms.

5. Transfer of Risk.

Unless otherwise provided in the applicable accepted purchase order, delivery DAP Incoterms 2020 is agreed. Risk of loss is transferred to Customer as soon as the Materials or Services' deliverables have been transferred to the

person undertaking the transport. Unless otherwise provided in the accepted purchase order, Customer pays the costs of transport.

6. Claims Based on Defects and non-compliance with Specifications.

- 6.1. For the purposes hereof, “**Specifications**” shall mean, with respect to Materials or Services, the specifications as set out in the applicable accepted purchase order.
- 6.2. The delivered Materials or Services’ deliverables must be examined carefully for non-conformity with Specifications immediately upon receipt by or on behalf of Customer. The delivered Materials or Services’ deliverables are deemed to be accepted by Customer if Human Cell Design has not received a written complaint (email acceptable) within twenty-four (24) hours after delivery. In any event, the Materials or Services are subject to the warranty set forth in Section 9.
- 6.3. If a non-conformity with Specifications exists in the Materials, Human Cell Design will, at its discretion, replace the defective Materials or reduce their purchase price to an appropriate degree. In the event a return is permitted, Customer shall first obtain a return authorization and return instructions from Human Cell Design before returning any Materials to Human Cell Design.
- 6.4. If the Services do not comply with the Specifications and said non-compliance is due to Human Cell Design’s negligence, Human Cell Design will, as soon as reasonably practicable and at its sole discretion, provide Customer with a credit note or re-perform the Services at its own costs. Any credit note or re-performance in accordance with this Section 6.4 shall constitute sole and exclusive remedy in relation to such non-conforming Services.
- 6.5. Human Cell Design shall only be responsible for such non-conformity with the Specifications to the extent existing on or prior to delivery to Customer; Human Cell Design shall in no way be responsible for non-compliance caused after the delivery thereof (such as, non-compliance that is caused by the incorrect handling, storage and/or shipment of the Materials or Services’ deliverables after the delivery). Human Cell Design shall not be responsible for any non-compliance of the Services to the extent such non-compliance results from any non-compliance of or defect in the Customer Materials, consumables, raw materials and/or components delivered by Customer to Human Cell Design.

7. Limited Use Rights.

Customer acknowledges and agrees that all Materials and Services’ deliverables are experimental and are provided “as is” and Customer will use the Materials and Services’ deliverables and cause the Materials and Services’ deliverables to be used solely for research purposes in a research setting (the “**Intended Use**”). For the avoidance of doubt, (a) Materials and Services’ deliverables will not be used by Customer or any of its affiliates or any of their employees, agents, or contractors, or any other person for clinical or patient treatment or in any medical or clinical setting; or on any human patients or research subjects or for any other purpose other than for research purposes in an research setting, and (b) Customer, including its affiliates, will not, and will not attempt to, or cause any person to, use any means to discover the Materials’ underlying composition, treatment, or trade secrets, or Services’ underlying know-how, procedures, protocols, methods, techniques, formula, data or trade-secrets, together or separately constituting Human Cell Design Technology.

8. Intellectual Property and Results

- 8.1. “**Human Cell Design Technology**” is defined as any pre-existing technology owned or controlled by Human Cell Design relating directly to its human cell models as well as any improvement thereto, whether patentable or not, arising from the performance of a purchase order.
- 8.2. Customer herewith grants Human Cell Design the right to use the Customer’s intellectual property, including the Customer Materials and any other Customer’s Confidential Information for the purpose of the performance of the Services hereunder.
- 8.3. Except for the Material(s) and the Services’ deliverables under the conditions set forth herein, each Party acknowledges that the Terms and the exchange of Confidential Information do not grant any ownership or exploitation rights over the Confidential Information received from the other Party. All materials and tools designed and/or created by Human Cell Design for the purpose of manufacturing the Material(s) and all know-how, methods, protocols, procedures, formulae, data, trade secrets and techniques created and/or used by Human Cell Design to perform the Services shall remain its full and complete property, including the Human Cell Design Technology. Human Cell Design reserves rights of ownership and copyright in respect of its cost estimates, drawings, illustrations, calculations and other documents. Customer must obtain Human Cell Design’s express written consent prior to forwarding any such documents to third parties.

- 8.4. Any and all results generated from the use of Materials provided by Human Cell Design or the performance of the Services by Human Cell Design, including Services' deliverables, but excluding any Human Cell Design Technology, and excluding any new or improved generic process, technique, method, formula, invention or know-how, developed during the performance of Services (the "**Results**"), shall be the exclusive property of Customer upon receipt of full payment of the corresponding Human Cell Design quotations and invoices. For the purpose of these Terms, the term "Results" shall include, but not be limited to, any and all data, samples, biopsies, information, reports, documents, intellectual property rights, discoveries, inventions (whether patentable or not), as well as any other work product. Human Cell Design hereby irrevocably assigns any and all rights, titles and interests in the Results to the Customer.
- 8.5. The Customer shall be entitled to use Results without any restrictions. Any and all discoveries, inventions, ideas, developments, formulas, data and any other results derived or generated by the Customer from the Results shall be the exclusive property of Customer.

9. Warranty.

- 9.1. Human Cell Design warrants that Materials supplied by it conform to Specifications and are free from defects in material and workmanship under normal use in accordance with the Intended Use. Human Cell Design further warrants that it shall provide the Services in compliance with all material respects with applicable laws, rules and regulations applicable to it in the country where it will perform the Services. Human Cell Design's warranties with respect to Materials and Services are limited exclusively to this express limited warranty. Any claim based upon this express limited warranty becomes time-barred one (1) year from delivery of the Materials and performance of the Services. HUMAN CELL DESIGN EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, COMPLETENESS, ACCURACY, SAFETY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE. In particular, Human Cell Design expressly disclaims any warranty, guarantee or representations that Services will:
- be successful, or achieve any goal or specification described in the study proposal (?), except that Human Cell Design shall perform Services with reasonable due care consistent with Human Cell Design standard operating procedures;
 - result in the delivery of any deliverables meeting any Specification if Customer requires that Human Cell Design perform Services using Customer's procedures or protocols, provided that Human Cell Design performs the Services with reasonable due care consistent with Customer's procedures or protocols;
 - not or does not infringe any patent and/or intellectual property rights of third parties.
- 9.2. Information about the Services and the Materials (measurements, weights or other data) as well as Human Cell Design's representations of Materials (e.g., drawings and illustrations) on its Website are only approximations unless otherwise expressly agreed in writing. Such information or representations do not constitute guaranteed quality features and are only descriptions or depictions of Materials and Services.

10. Indemnification; Limitation of Liability and Disclaimer.

- 10.1. Indemnification. Customer shall indemnify, protect, defend and hold Human Cell Design (including its Affiliates, employees, officers, directors, attorneys, agents, representatives, successors and assigns) harmless from and against all losses that may be incurred by, made, charged, or instituted against Human Cell Design by a third party, and which arise out of, result from or are based on (i) the material breach of these Terms by Customer; (ii) Customer's negligence or willful misconduct; (iii) infringement of any third party intellectual property right as a result of the Services performed under a purchase order, (iv) Human Cell Design's use of the Customer Materials for the performance of Services hereunder; (v) the use or possession of any Materials or the use of the Services' deliverables or the results of the Services by Customer or any of its Affiliates or any of their respective employees, agents, or contractors, or any other entity or individual who uses or relies upon the Materials and the Services' deliverables in any manner, as well as for any use of the Materials and of the Services' deliverables other than the Intended Use, or (vi) Human Cell Design's use of Customer's intellectual property or Customer's Confidential Information.
- 10.2. Human Cell Design shall indemnify, protect, defend and hold Customer (including its Affiliates, employees, officers, directors, attorneys, agents, representatives, successors and assigns) harmless from and against all losses that may be incurred by, made, charged or instituted against Customer by a third party, and which arise out of, result from or are based on (i) material breach of these Terms by Human Cell Design, or (ii) Human Cell Design's negligence or willful misconduct.
- 10.3. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONTINGENT LOSS OR DAMAGE OF ANY KIND, WHETHER OR NOT REASONABLY

FORESEEABLE, INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOSS OF DATA, WASTED EXPENDITURE, OR DAMAGE TO REPUTATION OR GOODWILL, ARISING FROM, OR IN CONNECTION WITH, THE PURCHASE, USE OF, OR INABILITY TO USE, THE MATERIALS OR PERFORMANCE OF, OR INABILITY TO PERFORM THE SERVICES, OR INABILITY TO USE THE SERVICES' DELIVERABLES OR RESULTS.

- 10.4. In no event will the total liability of Human Cell Design under any theory of liability exceed the purchase price paid for the Material(s) and Services at issue. Customer and Human Cell Design expressly acknowledge that the exclusions and limitations on liability set forth in this [Section 10](#) are fair and reasonable, and they waive any right to later challenge them as unreasonable, unconscionable, or otherwise.
- 10.5. The liability exclusions and limitations set forth in [Section 10](#) will apply to the same extent in favor of Human Cell Design's corporate bodies, legal representatives, employees, and other vicarious agents.

11. Disputes and Governing Law.

These Terms are governed by, and interpreted in accordance with the substantive laws of France without regard to its choice of law rules, and will not, in any way, be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of, or in connection with, the sale or delivery of Materials or the performance of the Services supplied by Human Cell Design or these Terms will be subject to exclusive jurisdiction of the courts of Paris, France.

12. Notices.

Unless otherwise stated to the contrary herein, all notices, consents, demands, waivers, and other communications relating to the sale and purchase of Materials and Services must be in writing and sent by email, overnight courier service, or by registered, first-class mail, return receipt requested and postage prepaid, to the receiving party at its address set forth on the related purchase order or order confirmation (or to such other address that the receiving party may designate from time to time in accordance with this [Section 12](#)).

13. Force Majeure.

Neither Human Cell Design nor Customer will be in default in the performance of its obligations hereunder (other than its obligation to make any payment due) or be liable in damages or otherwise for any failure or delay in performance which is due to causes beyond its reasonable control. Either party affected by such an event will promptly give notice to the other, stating the nature of the event, its anticipated duration and action being taken to avoid or minimize its effect.

14. Proprietary Rights.

Except as otherwise expressly permitted by either Party in writing, no use of either Party brand names, trademarks, trade names, logos, or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases, or symbols so nearly resembling any of either Party's intellectual property as to be likely to lead to confusion or uncertainty, to impair or infringe either Party in any manner.

15. No Assignment and Third Parties.

Nothing in these Terms is intended to create any rights in third parties against Human Cell Design. Human Cell Design may freely transfer, in whole or in part, its rights and/or obligations under these Terms to its Affiliates or in the event of a sale or transfer of all or substantially all of its assets or lines of business whether by merger, acquisition or otherwise. Subject to the foregoing, these Terms shall inure to the benefit of each Party, its successors and permitted assigns. The term "**Affiliate**" herein shall mean any entity now or hereafter controlled by, controlling or under common control with Human Cell Design, directly or indirectly, where "control" means ownership of fifty percent (50%) or more of the share capital or voting rights.

16. Waivers.

A waiver by either Human Cell Design or Customer at any time of any provision of these Terms will not operate as a waiver of such provision at any other time or of any other provision.

17. Severability.

If any provision of these Terms is held illegal, invalid, inapplicable, or unenforceable, such provision will be deemed severed from these Terms, and all other provisions will remain in full force and effect.

18. Amendment.

These Terms may not be modified, changed or discharged, fully or in part, except by an agreement in writing signed by authorized representatives of the parties.

19. Biological samples - Conditions and limits of use.

The use of biological samples made available by Human Cell Design is subject to the following conditions:

(a) The rights and obligations for the management and use of biological samples are transferred by Human Cell Design to the Customer, at the time of the delivery.

(b) The Customer accepts and understands that it is responsible for complying with all applicable statutes (international, national, local, federal, state, regional), laws, regulations and guidelines, including those related to research and use, storage, transport, handling and destruction of human biospecimens and accompanying data.

(c) The Customer commits to have all the permits, authorizations, declarations and approvals necessary to use the human biological samples provided by Human Cell Design.

(d) The use of biological samples transferred by Human Cell Design must be done exclusively within the framework of predefined research and for which the authorizations have been obtained, namely: Use for testing efficacy and toxicity of products/ study.

(e) Are prohibited:

(i) Uses aimed at establishing the genetic characteristics of the donor, (constitutional genetics) which is outside the scope of the authorization granted to Human Cell Design.

(ii) Uses to establish immortalized or modified cell lines outside of research purposes.

(iii) Any commercial uses.

(f) The biological samples made available are for the exclusive use of the Customer or by delegation, under customer's responsibility, to another party involved in the research project of the Customer. The Customer commits to remain responsible for the samples and their derivatives and not to proceed with any sub-transfer of ownership for the benefit of any person whatsoever.

(g) Biological samples must be considered carefully for avoiding any infectious and biological risk.

20. Confidentiality.

The Customer undertakes to keep strictly confidential all information and documents brought to its attention by Human Cell Design during or prior to the negotiation and/or execution of these Terms or the negotiation of the purchase of Materials and Services ("**Confidential Information**"). The Customer undertakes not to disclose nor use, and to prevent the disclosure and use of, Confidential Information, except to and by its personnel on a need-to-know and need-to-use basis for these Terms, provided that such personnel shall be bound by confidentiality and non-use obligations at least as stringent as those set forth in this [Section 20](#). These confidentiality and non-use obligations shall remain in effect for the duration of these Terms and until the later of: (a) the last Confidential Information becoming public knowledge other than through the fault of the Customer or (b) ten (10) years after the expiration or termination of the Terms applicable to the Customer's last order (or any longer period required by applicable law for the Confidential Information that qualifies as a trade secret). All Confidential Information received by the Customer under these Terms shall remain the property of Human Cell Design and shall be returned promptly upon expiration or termination hereof, and at any time upon request by Human Cell Design.

21. Personal Data Protection.

Human Cell Design and Customer shall comply with the obligations arising from any national, regional and international legislative or regulatory provision relating to personal data, and in particular arising from Regulation 2016/679/EU of April 27, 2016 ("**Personal Data Regulation**"), which is applicable to them in their capacity as independent data controller, concerning (a) the processing of their professional contacts, for the purpose of managing their commercial relationship; (b) the processing of any personal data that may be related to the Material(s) and the Services. In this respect, the parties agree that the Material(s) and the Services do not involve any processing of directly identifying data. However, in view of the strict interpretation of the notion of anonymization under the Personal Data Regulation, the parties agree to take the necessary measures to adequately protect any data that could be considered as indirectly identifying data.

Pursuant to (b) of this Section 21, the parties undertake to:

- i. include such processing in their record of processing activities kept under their responsibility, indicating in particular the purpose and duration of the processing, its nature and purpose, the type of personal data and the categories of data subjects in accordance with the Personal Data Regulation;
- ii. if applicable, in view of the high level of pseudonymization applied by Human Cell Design, comply with any request from a given person to exercise its rights of access, modification, erasure, if applicable, limitation, opposition or portability, or even withdrawal of consent;
- iii. inform the other party in writing and without delay of any breach of personal data that it may have discovered during the term of these Terms;
- iv. take all useful technical and organizational precautions, in particular with regard to the nature of the personal data that each party processes respectively and the risks presented by the processing, in order to secure maximum security and confidentiality of this data and in particular to prevent it from being deformed, damaged and, above all, accessed by unauthorized third parties in any way whatsoever;
- v. ensure that the transfer of personal data to a country outside the European Union/EEA is subject to the appropriate safeguards provided for by the Personal Data Regulation.

22. Survival.

All provisions of these Terms which by their nature or purpose are intended to survive termination or expiration of these Terms for any reason whatsoever shall remain in effect notwithstanding such expiration or termination.