

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

1. In these Terms and Conditions, 'CST-EU' refers to the private limited liability company Cell Signaling Technology Europe B.V., also trading under the name BIOKÉ, (Trade Register 28100442), registered in Leiden.
2. In these Terms and Conditions, 'Buyer' refers to any natural or legal person that has or wishes to contract an agreement with CST-EU, as well as its representatives, with or without power of attorney, and its legal successor(s).

II. GENERAL / APPLICATION

1. These Terms and Conditions apply to all offers, contracts (of sale), deliveries and work performed by CST-EU, unless the parties have explicitly agreed otherwise in writing.
2. Additions and/or variations from these Terms and Conditions apply only if agreed by CST-EU and the buyer in writing.
3. The application of any of the buyer's general terms and conditions is ruled out.

III. OFFERS / CONTRACTING

1. All CST-EU's quotations should be regarded as an invitation to potential buyers to make an offer. The quotations are therefore without obligation and are not binding on CST-EU. If a final offer is issued, this is valid for the term shown in the offer. If no term is shown, the offer in any event expires after four weeks.
2. An agreement is not contracted until CST-EU confirms the buyer's order in writing or until CST-EU begins executing the order.

IV. DELIVERY

1. Delivery takes place ex-warehouse, unless explicitly otherwise agreed, in writing.
2. CST-EU is not bound by statements of delivery dates, which are approximate.
3. If agreed delivery terms are exceeded, this does not give the buyer the right to claim compensation for damages in any form whatsoever, to refuse delivery or dissolve the agreement, or to suspend compliance with any of its contractual obligations, partially or in full, unless the buyer has the right to do so pursuant to statutory provisions.
4. As soon as the buyer has taken receipt of the products or CST-EU has met its delivery obligations by other means, the risk relating to the order transfers to the buyer. CST-EU's delivery obligations are deemed to have been fulfilled through the single presentation of the goods. The receipt signed by the buyer or its representative serves as full proof of delivery. If receipt of the goods is not taken, the buyer bears the costs of transportation, storage and other costs.
5. If the buyer does not make the necessary data for performing the delivery order available to CST-EU in time, the delivery dates shall in any event be moved up by that term.
6. In relation to the execution of the contract, CST-EU has the right to make part-deliveries of the products.

V. PACKAGING

1. CST-EU shall package and label the products in compliance with the current statutory standards, acting as a good entrepreneur.
2. The buyer is accountable for the storage or processing of the empty/used packaging materials, in compliance with the current statutory requirements.
3. Pallets, crates etc. provided by CST-EU for packaging and dispatch, for a deposit or otherwise, remain the inalienable property of CST-EU.
4. Unless otherwise agreed, the buyer is required to return this packaging postage-paid to the address given by CST-EU.
5. Any packaging charges made by CST-EU will be refunded in full if the packaging is returned empty and in good condition within one month of the date of the relevant invoice. If the pallets, crates etc. provided by CST-EU for packaging are not returned in good condition within one month, the buyer is deemed to wish to retain these and CST-EU has the right to charge the buyer the costs for these.

6. With regard to packaging material/packaging that is returned damaged or incomplete, CST-EU has the right, at its own discretion, to charge the buyer reasonable and fair costs for its replacement, repair or completion. If CST-EU has charged a deposit for the packaging, it has the right to deduct this charge from deposits to be credited and if necessary, to claim the additional costs from the buyer.

VI. PRICES

1. All prices are quoted net and exclusive of VAT, transportation and packaging charges, unless explicitly agreed otherwise in writing.
2. All prices are based on the cost of materials, wage costs, transport costs and exchange rates in effect at the time of the offer.
3. If these costs increase as a result of price increases after the quotation is made, CST-EU has the right to increase the prices accordingly. The same applies if the increase could have been foreseen at the time of the quotation.
4. CST-EU shall notify the buyer of the price increase in writing without delay.
5. However, if the increase in the cost price referred to in paragraph 3 is more than 15%, the buyer has the right to cancel the order within three working days of the date on which it receives notice of the increase. Unless otherwise agreed, such cancellation shall take place in writing, by registered mail. Dissolution of the contract pursuant to this Article does not afford either party the right to claim compensation for damages in any form whatsoever.
6. Taxes that did not exist at the time of the quotation may be charged on, as may any increase in taxes. In such cases, the provisions of paragraph 5 do not apply.

VII. RESERVATION OF OWNERSHIP

1. CST-EU reserves ownership of the products sold until such date as the buyer has paid CST-EU all amounts due pursuant to any contract, including in the case of part-deliveries.
2. The buyer is not permitted to dispose of, encumber, attach any restricted rights or otherwise dispose of goods delivered by CST-EU subject to reservation of ownership in contravention of such reservation of ownership, other than in the course of normal business operations.
3. If the buyer fails to pay on time, CST-EU has the right to recover the sold property without any summons, notice of default or the intervention of a court, without prejudice to CST-EU's other rights in relation to failure to pay on time. The buyer shall make the sold property available to CST-EU and if necessary, shall grant CST-EU access to all areas where CST-EU's property is kept.

VIII. PAYMENT

1. At CST-EU's discretion, payment shall take place either on delivery (in cash) or within 30 days of the invoice date, with no deductions, debt settlement or discounts.
2. If the buyer, following a written warning to pay, remains in default in the term set in the warning for full payment of the amount in question, this will result in the following, without prejudice to any of CST-EU's other rights:
 - a. All CST-EU's other outstanding receivables in the buyer's name become payable on demand;
 - b. CST-EU acquires the right to charge default interest on the amount shown in the warning, from the invoice date, at the statutory trading rate at that time, with a minimum of 1% per month, calculating the time in full months;
 - c. All legal costs and out-of-court expenses to be incurred by CST-EU, including 15% collection charges based on the outstanding invoiced amount (with a minimum of € 250), shall be charged to the buyer, with no need for proof that such costs have been incurred.

IX. CANCELLATION / TERMINATION OF THE CONTRACT

1. CST-EU reserves the right to terminate the contract(s) with the buyer with immediate effect, without the intervention of a court, without CST-EU being liable for any compensation for damages and without prejudice to CST-EU's other rights, if the buyer:

- Is declared bankrupt or applies for bankruptcy, is issued with or applies for a compulsory winding up order or applies for or is granted a moratorium on payments, or is placed in receivership;
- Fails to comply with any contractual (payment) obligation, or fails to do so correctly or on time;
- Takes a decision to liquidate and/or discontinue the buyer's business;
- Loses free disposal over its assets, or, if the buyer is a natural person, is made a ward of court, is declared subject to the Personal Bankruptcy Act or dies.

2. All CST-EU's receivables from the buyer during one or more of the circumstances referred to in paragraph 1 shall become payable on demand in full, without prejudice to CST-EU's right to claim full compensation for damages or loss of earnings and any costs of legal assistance in or out of court.

3. Unless evidence is provided to the contrary, the loss of earnings shall amount to at least 15% of the agreed price, with a minimum of €250 (exclusive of VAT).

X. OUTSOURCING

CST-EU reserves the right to outsource part or all of the activities for compliance with its contractual obligations to third parties.

XI. FORCE MAJEURE

1. 'Force majeure' is deemed to include the situation in which CST-EU, due to exceptional circumstances, such as restrictive government measures of any kind, mobilisation, war, revolution, traffic restrictions or transport problems and all other circumstances that CST-EU could not foresee and on which it has no influence, and on the grounds of which, had it known of such circumstances when the agreement was contracted, it would not have contracted the agreement, or would not have done so on the same terms.

2. If CST-EU cannot reasonably be required to comply with one or more of its obligations in connection with one or more of the circumstances summarised above, it has the right to cancel or suspend the contract, partially or in full, by registered mail, without the intervention of a court, and without liability for any compensation for damages. CST-EU has the right to invoice the buyer, proportionately and in accordance with the principles of reasonableness and fairness, for any deliveries made up until such time.

3. However, if full or partial suspension, as referred to in paragraph 2, were to alter the significance of CST-EU's later performance for the buyer so fundamentally that the latter can no longer reasonably be required to accept this, the buyer is relieved of its obligation to accept deliveries and the buyer's payment obligation for the goods that have not been delivered lapses.

XII. CANCELLATION

1. If the buyer cancels part or all of an order, CST-EU has the right to charge the buyer a cancellation fee of at least €250, which shall be calculated on the net sale price in the following time schedule:

- 30% up to 31 days before the agreed delivery date;
- 40% for 30 days or less before the agreed delivery date.

2. A request to cancel part or all of an order following partial execution/delivery of the order cannot be met. The same applies if the product to be delivered was produced, treated or processed especially for the buyer.

3. Notice of cancellation must be issued in writing, by registered mail. The date of receipt of the notice is deemed to be the cancellation date.

XIII. LIABILITY AND CLAIMS

1. CST-EU's liability as a result of failure to deliver or to deliver correctly or on time shall in no case exceed the net sale price or the net invoice amount for the relevant goods. Furthermore, the liability for damages caused by defects in goods and packaging is limited to direct injury to persons or damage to property.

2. In the event of damages resulting from a defect in the product, within the meaning of Article 6:185 et seq. of the Dutch Civil Code, CST-EU will provide the buyer with the required details of the producer of the product. The buyer is required to make a claim against the producer unless CST-EU must be deemed to be the producer within the meaning of Article 6:187 of the Dutch Civil Code.

3. Subject to the provisions of imperative law concerning (product) liability, CST-EU is not liable for damages resulting from incorrect use, treatment or processing of the delivered goods, in contravention of customary standards and values in the sector or otherwise.

4. The buyer is required to (arrange to) inspect the products with care immediately following delivery. Within five working days of receipt of the goods, the buyer must notify CST-EU in writing of any complaints concerning the delivery. The buyer shall make a detailed statement of the nature and grounds for the complaint. The buyer shall follow CST-EU's instructions concerning the goods and the packaging, in order to limit the damage. The buyer must return the delivered products in the original packaging in order to give CST-EU an opportunity to inspect these and assess the complaint. If the buyer has processed, treated or redelivered the products, partially or in full, all rights to complain and claim compensation for damages shall lapse.

5. CST-EU is not bound by notices issued by or on behalf of CST-EU concerning the quality, composition, treatment in the broadest sense, possible applications, properties etc. of the goods unless these are specifically issued in writing in the form of a guarantee.

6. CST-EU accepts no liability for damages resulting from defects in goods supplied to CST-EU, unless CST-EU can claim such damages from its supplier.

7. CST-EU accepts no liability for indirect damages, including consequential loss and loss of earnings.

XIV. RETURN DELIVERIES

1. Return deliveries are not permitted without CST-EU's prior written consent, issuing a return delivery number to the buyer.

2. The buyer bears the costs of return deliveries sent without permission. CST-EU then also has the right to charge administrative costs, to store the goods at the buyer's risk and expense (with third parties, if necessary) and to keep them at the buyer's disposal.

3. In no case shall return deliveries sent without CST-EU's consent relieve the buyer of its obligations (for payment or otherwise).

4. Unless otherwise agreed, the buyer shall bear the costs of return deliveries and of redeliveries to the buyer by CST-EU.

XV. JURISDICTION AND DISPUTES

1. All contracts between CST-EU and the buyer are governed solely by Dutch law.

2. Any disputes arising as a result of or in relation to a contract shall be submitted to the competent section of the District Court of The Hague. In addition to the foregoing, CST-EU has the right to submit disputes to the court with jurisdiction in law.

3. CST-EU uses these Terms and Conditions in several different languages. In the event of differences of interpretation, the Dutch text shall prevail.

XVI. FINAL PROVISION

If CST-EU does not always require strict compliance with this text, this does not entail that these Terms and Conditions are not applicable or that CST-EU loses the right to require strict compliance with these Terms and Conditions in future cases, similar or otherwise.