

General Terms and Conditions for Sales and Delivery (convenience translation)

1. General information

Only these general terms and conditions for sale and delivery (hereinafter referred to as "the Conditions") apply to the sale and delivery of pharmaceuticals (hereinafter referred to as "Products") of Leadiant GmbH (hereinafter referred to as "Leadiant") to its customers. The Conditions shall also apply to any similar future business between Leadiant and the customer. Contrary, deviating or contradictory terms and conditions of the customer are not accepted. They shall also not become a part of the contract if reference is made to them in an order, unless Leadiant has expressly agreed to applicability of the terms and conditions of the customer beforehand.

The return regulations of Leadiant apply in addition these Conditions (<http://www.leadiant.de>).

Any and all legal relationships between the parties – also in cross-border business – under or in connection with this contract shall be exclusively governed by the law of the Federal Republic of Germany under exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods.

2. Contract conclusion

2.1. All orders must be placed in writing with Leadiant GmbH, Liebherrstraße 22, 80538 Munich, fax: +49 (0)89- 4111 595-25, orders.germany@leadiantbiosciences.com. The order placed by the customer shall constitute a binding offer and shall simultaneously be the confirmation that the customer has obtained the legally required permits for the further use, trade and distribution and the confirmation that any such permits are valid while the contract is being implemented. Leadiant may accept this offer in writing or by implication by shipping the ordered Products within 5 working days after receipt of the order. The sale shall be exclusively subject to the content of the order confirmation and the delivery note of Leadiant or these Conditions.

2.2. The customer may only obtain Products from Leadiant in their respective approved original packaging. The customer is obliged to immediately inform Leadiant of the expiry of any permits after conclusion of the contract, in particular the expiry of wholesale trade permits, other operating permits or the expiry of any official approval of a hospital supply contract.

3. Delivery and transfer of risk

3.1. Unless agreed otherwise in writing, delivery will be effect by standard shipment from the distribution warehouse to the warehouse of the customer and on request and at the costs of the customer (sale by dispatch). Delivery shall be effected by handover to the shipping company on the premises of the distribution warehouse (shipping/dispatch). The distribution warehouse shall be the **central warehouse of Leadiant**, operated by the contract distributor **Next Pharma Logistics GmbH, Logistikzentrum, Eichenbusch 1, 59368 Werne**, which shall be the **place of performance and the place of fulfilment** for the delivery and any supplementary performance.

3.2. The customer shall bear any and all costs and risks that are associated with the transport of the Products from the premises of the distribution warehouse from dispatch onwards. Any customs duties, fees, taxes and other public charges must always be borne by the customer. Leadiant shall invoice the costs. Leadiant shall not take out transport insurance. Unless agreed otherwise in writing, Leadiant shall have the right to determine the type of shipping (especially shipping company, dispatch route, packing) at its discretion.

3.3. Transport costs

Shipping within Germany shall take place as standard ambient transport +15 - +25 °C from the distribution warehouse at the costs of the customer and is usually invoiced at a fixed price of EUR 10.00 (plus value added tax). Leadiant shall bear the transport costs (but not transport risks and other costs) for net order values of EUR 500.00 and more (plus value added tax). If the customer requests a different shipping method (e.g. express delivery) or a shipping company other than the one commissioned by Leadiant's service provider, Leadiant does not assume transport costs.

Shipping outside Germany takes place as standard ambient transport +15 - +25 °C from the distribution warehouse at the costs of the customer and is usually invoiced at a fixed price of EUR 20.00 (plus value added tax). Leadiant shall bear the transport costs (but not transport risks and other costs) for net order values of EUR 800.00 and more (plus value added tax). If the customer requests a different shipping method (e.g. express delivery) or a shipping company other than the one commissioned by Leadiant's service provider, Leadiant does not assume transport costs.

3.4. Leadiant will enclose all legally required documents with the delivery of the PRODUCTS. This especially includes the documents and information that must be enclosed pursuant to section 17 clause 6 third to sixth sentence *AMWHV [Arzneimittel- und Wirkstoffherstellungsverordnung, Manufacture of Pharmaceuticals and Active Agents Regulation]* and section 6 clause 2 *AM-HandelsV [Arzneimittelhandelsverordnung, Regulation regarding the Trade with Pharmaceuticals]*.

3.5. Unless agreed otherwise, Leadiant may provide partial deliveries unless doing so is unreasonable for the customer in exceptional cases, taking into consideration the interests of Leadiant. If Leadiant provides a partial delivery, any additional shipping costs resulting therefrom shall be borne by Leadiant.

3.6. Upon dispatch of the order or handover to the shipping company, the risk of accidental loss or deterioration of the Products is transferred to the customer. The risk shall already be transferred upon notification of the Products being ready for shipping by Leadiant if the customer is prevented from accepting the offered service despite set delivery times. Any additional costs for further storage after transfer of risk shall be borne by the customer.

3.7. Time limits and dates envisaged by Leadiant for deliveries and services shall always be approximations only, unless a fixed time limit or date has been bindingly confirmed or agreed. A delivery shall be deemed made in time if the order is handed over to the shipping company on the agreed date / within the agreed time limit.

3.8. Leadiant must only comply with time limits and dates for delivery if the customer has complied with any cooperation obligations in time and in due form. This especially includes the submission of required documents (such as permits) and Leadiant receiving any advance payments that may have been agreed.

3.9. The delivery shall be subject to the proviso of Leadiant itself being supplied in time and with the right products. If Leadiant does not receive a delivery despite conclusion of a corresponding hedging transaction for reasons Leadiant is not responsible for, Leadiant shall have a right of withdrawal. Leadiant shall be obliged to notify the customer immediately of non-availability and, in the event of withdrawal, to return to the customer any return performance the customer has already provided.

If a delivery date is not complied with for reasons Leadiant is responsible for, the customer shall set an appropriate additional period for Leadiant in writing. This shall not apply if no additional time period has to be set in exceptional circumstances.

3.10. In the event of occurrence of unforeseen circumstances that Leadiant is not responsible for (especially force majeure, interruptions of operations, justified industrial action or lockouts at Leadiant or a supplier) and that have a considerable impact on finishing the Products or handover of the Products at the distribution warehouse, the delivery periods or dates of performance shall be, in the event of temporary obstacles, extended or the delivery periods or dates of performance shall be postponed for the time the obstacle lasts plus an appropriate start period. Leadiant shall notify the customer of such events within an appropriate time, taking into consideration the interests of the customer. If acceptance of the delivery or service is unreasonable for the customer due to the delay, the customer may withdraw from the contract by immediate declaration towards Leadiant. Should such events make it considerably more difficult or impossible for Leadiant to provide a delivery or service and if the obstacle is not only temporary, Leadiant shall have the right to withdraw from the contract. In the aforementioned circumstances, the customer shall not be entitled to any rights or claims against Leadiant based on delay. This shall also apply if such obstacles occur at a subcontractor in the event of conclusion of a congruent hedging transaction. If Leadiant is in delay at the time the event occurs, this shall not exclude an exculpation of Leadiant for further delay. Liability without fault is waived in this respect. Any consequences of delay that have already occurred shall remain unaffected by the above and shall be subject to the clauses regarding liability and exemption (section 10).

4. Prices and costs

The net prices as reported to the *Informationsstelle für Arzneispezialitäten (IFA GmbH)* [Information centre for pharmaceuticals] and as listed in the *Lauer-Taxe* at the time of shipping from the distribution warehouse plus statutory value added tax apply to orders within Germany. Deviating product prices and deviating prices shall be governed by a written agreement concluded between the customer and Leadiant. Furthermore, the customer shall bear the transport costs from the distribution warehouse as well as any customs duties, fees, taxes and other public charges.

5. Payment

The invoice amount is payable without deductions into the account of Leadiant set out in the invoice within 30 days after the date of the invoice. As soon as the customer is in delay, Leadiant shall invoice an additional EUR 2.50 for each payment request and reserves the assertion of further claims, also pursuant to section 288 BGB [Bürgerliches Gesetzbuch, German Civil Code]. For orders within Germany: We shall grant 1.5 % cash discount for payment within 14 days after date of the invoice, if permitted by law.

Leadiant does not offer direct debit. Payment by cheque is not accepted.

Interest on arrears is calculated at nine percentage points above the respective base rate. In the event of delayed payment, Leadiant shall be exempt from any and all further performance and delivery obligations and Leadiant shall have the right to withhold any outstanding deliveries or services or to demand advance payments or provision of securities or, following setting of an appropriate additional period or in the event of no additional period being required, to withdraw from the contract.

Leadiant shall not make the owed supplementary performance dependent on a share of the remuneration that is disproportionately high when taking the defect into account.

6. Set-off / retention and assignment

6.1. The customer shall only have a right of retention or set-off if the counterclaim is undisputed or legally binding or if a decision hereto is about to be made. Leadiant's right to withhold performance until a return performance is effected under the same contract shall remain unaffected if the customer is not obliged to provide an advance performance.

6.2. The customer shall not have the right to assign his contractual rights to third parties without the express written permission of Leadiant. Section 354(a) *HGB [Handelsgesetzbuch, German Commercial Code]* shall remain unaffected.

7. Retention of title

7.1. Until receipt of any and all payments under the contract, Leadiant retains the title to the delivered Products in accordance with section 449 clause 1 *BGB* ("Products subject to retention of title"). In the event of the customer being in breach of the contract, Leadiant shall have the right to retrieve the Products subject to retention of title after an appropriate performance period. In this case, the customer shall be obliged to release the Products. Retrieval and distraint of the Products subject to retention of title by Leadiant shall always constitute a withdrawal from the contract.

7.2. For the duration of the retention of title, the customer shall be obliged to treat the Products subject to retention of title with care, especially to enable a resale by Leadiant in accordance with all regulatory and other regulations, and to insure the Products appropriately and at own costs within economically reasonable limits against all usual risks, especially theft, damage caused by fire, water, climate, and temperature.

7.3. The customer shall notify Leadiant immediately and in writing in the event of distraint or any other intervention of third parties in regard to the Products subject to retention of title. The customer shall be liable towards Leadiant for the incurred losses, if the third party is not able to reimburse Leadiant for any court fees and extrajudicial costs.

7.4. The customer shall not have the right to pledge the Products subject to retention of title to third parties or to assign them as securities. He may, however, resell the Products subject to retention of title in the course of normal business operations. The customer shall already now assign any and all claims resulting from a resale to third parties to Leadiant as security for any and all justified claims against him at the time the contract is concluded. Leadiant accepts this assignment. The customer shall have the right to collect the claim. Leadiant agrees to not collect the claims for as long as the customer duly complies with his payment obligations towards Leadiant and for as long as the customer is not in arrears. Should this, however, be the case, Leadiant can demand the customer to disclose the claims assigned to Leadiant and their respective debtors as well as to provide any and all information required for collection, to submit the associated documents and to notify the third-party debtors of the assignment. If the customer collects the assigned claims on behalf of Leadiant, he shall pay the collected amounts to Leadiant as soon as Leadiant's claims mature. Distraint or any other accessing of Products subject to retention of title or rights on the part of by third parties must be reported to Leadiant immediately and in writing. As regards enforcement measures, the court bailiff must be notified of such third-party ownership.

If the customer has concluded a current account agreement with his contractual partner, the customer already now assigns to Leadiant any and all balance demands regarding current accounts as security for the justified claims against the customer at the time of contract conclusion.

7.5. Leadiant agrees to release the securities it is entitled to on request of the customer to the extent that the value of the securities exceeds the claims that are to be secured by more than 20 % if those claims were not yet settled.

8. Right of return

The customer shall not be entitled to a return or replacement of duly delivered Products without defects. Please see the return regulations for more details (<http://www.leadiant.de>).

9. Warranty for defects

Complaints due to defects, if the defects are discernible upon inspection in due form, must be reported to Leadiant in writing immediately, within no more than five working days after receipt of

the Products. Other defects shall be reported within five working days of detection. In order to protect the rights of the customer, it shall be sufficient if the notification was sent in time. If no report is made in due form, liability for any unreported defect shall be excluded. Please see the return regulations for more details (<http://www.leadiant.de>).

The customer shall be liable for any improper handling, non-action, especially modifications, marking or labelling of the Products on the part of customer that result in the Products of Leadiant no longer being marketable.

If the Products suffer from a defect Leadiant is responsible for and if the defect was reported in time, Leadiant shall, at its choice, be entitled to supplementary performance by removal of the defect or replacement delivery. If supplementary performance is unsuccessful or if Leadiant refused supplementary performance, the customer shall be entitled to withdraw from the contract in accordance with statutory provisions. The right to withdrawal and damages instead of performance shall be excluded in the event of a minor breach of duty or non-fulfilment of a minor obligation. The remaining provisions regarding the right to demand damages shall remain unaffected.

Leadiant shall have the right to make the supplementary performance owed dependent on the customer paying the due purchase price. The customer shall have the right to withhold a share of the purchase price that is proportional to the defect.

In deviation from section 438 clause 1 No. 3 *BGB*, claims based on material defects and defects of title shall become time-barred within one year after the Products were shipped. The aforementioned statute of limitations shall also apply to contractual and extra-contractual damage claims of the customer that are based on a defect of the Products, unless application of the standard statutory statute of limitations (sections 195, 199 *BGB*) would result in a shorter limitation period in individual cases. Damage claims of the customer pursuant to sections 10.1 and 10.3, however, shall become time-barred exclusively in accordance with statutory provisions regarding the statutes of limitations.

Any replacement delivery or crediting can only be effected after all defective Products were returned.

10. Liability and exemption

10.1. Leadiant shall assume unlimited liability in accordance with statutory provisions regarding breaches of duty for damages (a) based on injury to life, limb or health that was culpably caused by Leadiant, its legal representative or vicarious agent, (b) caused by deliberate or grossly negligent action on the part of Leadiant, its legal representative or vicarious agent, (c) caused by absence of a guaranteed feature or (d) in the event of fraudulent misrepresentation.

10.2. In the event of breaches of major contractual duties due to slight negligence that were culpably caused by Leadiant, its legal representative or vicarious agent, Leadiant shall be liable for the foreseeable damage typically occurring under this type of contract (with the exception of cases as set out in sections 10.1 and 10.3). Major contractual duties are any such duties the fulfilment of which makes due implementation of the contract possible in the first place and the fulfilment of which the parties to the contract can regularly rely on.

10.3. Damage claims under product liability law and the *Arzneimittelgesetz* [AMG, Medicinal Products Act] shall remain unaffected.

10.4. Leadiant shall assume no liability apart from the above. In particular, Leadiant shall not assume liability for damages that result from improper handling or improper application of the delivered Products.

10.5. If the customer has culpably committed breaches of duty in relationships to third parties or in regard to actions towards third parties in the sphere of influence of the customer that Leadiant is not responsible for, the customer shall fully indemnify and hold harmless Leadiant towards third parties.

11. Resale/Product distribution

Subject to statutory provisions, the Products of Leadiant may only be offered, sold or distributed in their approved original packaging.

Deliveries under a hospital supply agreement may only be made subject to the scope set out in the respective agreement. Any further delivery to other pharmacies, wholesalers, and trade intermediaries is expressly prohibited. The individual sale of partial amounts or parts of a hospital package is prohibited.

12. Data collection and privacy policy

Leadiant complies with statutory data protection provisions.

13. Place of jurisdiction

If the customer is a trader in terms of the *Handelsgesetzbuch*, a legal person under public law or a public separate estate, the exclusive – also international – place of jurisdiction for any and all disputes resulting either directly or indirectly from the contractual relationship shall be the place of business of Leadiant in Munich. The same shall apply if the customer is a trader in terms of section 14 *BGB*. Any legal provisions that take precedence, especially in regard to exclusive jurisdiction, shall remain unaffected.

14. Written form requirement regarding amendments

Agreements deviating from or supplementing these Conditions as well as agreements that waive the content of these Conditions or any of their individual clauses must be confirmed in writing by Leadiant to be effective.

Any waiver of this written form requirement shall also require the written form.

Individual agreements shall always take precedence.

15. Severability clause

If individual provisions of these General Terms and Conditions for Sale and Delivery are void, either in part or in whole, this shall not affect the validity of the remaining clauses or the remaining parts of any such clauses.

16. Applicable language

This translation is for convenience only. The German version as available under www.leadiant.de shall be the binding version.

Munich, June 2018