

## General Supply Conditions of CELLRO B.V.

General Supply Conditions of CELLRO B.V., as submitted in January 2009 to the Chamber of Commerce in Rotterdam, under number 24371192. (V.5.22-02-07)

### Section A: General stipulations

#### Article 1 Definitions/General

In these General Supply Conditions, the following is understood by:

"general conditions": the General Supply Conditions of CELLRO B.V.;

"CELLRO": the private limited company CELLRO B.V., based in Zegveld, also trading under the name "CELLRO" and "CELLRO Robotcellen";

"the customer": the counter party of CELLRO, the (prospective) buyer or (prospective) client;

"assignment confirmation": written verification of an agreement between CELLRO and the customer;

"parties": CELLRO and the customer together.

**1.1** These general conditions apply to all quotes made by CELLRO and all agreements concluded by CELLRO.

**1.2** Deviation from these general conditions is only permitted if agreed in writing.

**1.3** The customer's general conditions do not apply and are explicitly excluded.

**1.4** If any stipulation in these general conditions is void or is annulled, the remaining stipulations will remain in effect.

#### Article 2 Offer and agreement

**2.1** All offers by CELLRO are without obligation.

**2.2** An agreement between CELLRO and the customer will have been reached once both parties have signed an assignment confirmation.

**2.3** The prices of CELLRO always exclude VAT.

#### Article 3 Delivery period

**3.1** CELLRO commits itself towards the client, to deliver items consistent with the description, quality and quantity described in the order confirmation.

**3.2** A delivery date agreed by the parties can be extended by CELLRO if circumstances present themselves that could not have been foreseen at the moment the agreement was made.

**3.3** CELLRO will not be deemed in breach if it simply fails to honour an agreed delivery period. In all cases, even when the parties have explicitly agreed an ultimate delivery date in writing, CELLRO will be deemed in breach for exceeding the delivery period once the customer has declared, in writing, that CELLRO is in default and has offered a reasonable time frame for CELLRO to still honour its obligations.

**3.4** Breach of an agreed delivery date does not entitle the counter party to compensation.

#### Article 4 Execution

**4.1** CELLRO is entitled to have activities carried out by third parties, if this is necessary to ensure correct implementation of the agreement.

**4.2** The customer must always timely provide CELLRO with all data or information, and all cooperation, needed to correctly implement the agreement, which includes access to its buildings. If, when cooperating in the implementation of an agreement, the customer deploys his own personnel, this personnel must possess the required knowledge, experience, capacities and qualities.

**4.3** If an agreement is reached to execute the agreement in phases, CELLRO is entitled to suspend activities that are part of the next phase until the customer has confirmed, in writing, the results of the last completed phase.

#### Article 5 Delivery

**5.1** The customer is obligated to receive the deliverables at the moment they are delivered or at the moment when they are made available to him. If delivery is not possible due to a cause attributable to the customer, the deliverables will be stored at the account and risk of the customer.

**5.2** From the moment of delivery, the delivered items will be for the account and risk of the customer.

**5.3** CELLRO is entitled to deliver the deliverables in parts, and to individually invoice that which has been delivered.

#### Article 6 Examination and objections

**6.1** At the time of delivery - or as soon as possible afterwards - the customer must examine whether the quality and quantity of the delivered items is consistent with that which has been agreed.

**6.2** Potential errors must be announced within three days of delivery. Shortcomings that are not immediately visible, must be announced in writing within three weeks of them being discovered and, at the latest, within 12 months after delivery.

**6.3** If, in accordance with the previous section, an objection is announced on time, the customer continues to be responsible for acceptance and payment of purchased items.

#### Article 7 Changes to an agreement

**7.1** If, when executing an agreement, it becomes apparent that it is necessary to change and/or supplement the content of the agreement in question to ensure it is executed properly, the parties will do this in a timely manner and after mutual consultation.

**7.2** All costs incurred in an agreement as a result of changes and/or additions, will be regarded as additional or reduced work. In case of additional work, CELLRO is entitled to send an invoice to the customer once the parties have reached agreement about the additional work.

#### Article 8 Payment

**8.1** Payment will take place within 30 days of invoice date. If the parties have agreed payment in instalments, payment must take place in accordance with the payment schedule included in the offer.

**8.2** CELLRO is always entitled to request a guarantee for payments.

**8.3** If payment has not been received by CELLRO within a 30-day period, the customer will legally be in breach and will owe CELLRO legal transaction interest, without the need for a letter of reminder or formal notice. Further, all reasonable costs incurred to obtain legal settlement will be for the account of the customer, with these costs being determined by the parties based on the rates of the Dutch Law Society, unless CELLRO demonstrates that higher costs have been incurred.

#### Article 9 Intellectual property and authorship rights

**9.1** All intellectual and industrial property rights on delivered, developed or supplied equipment, software, databases or other materials within the agreement, like analyses, designs, documentation, reports, offers, and materials used to prepare them, belong solely to CELLRO, its licence providers or its suppliers. If applicable, the customer will only receive user rights that are explicitly awarded under these user conditions and by law. All other or additional rights of the customer to reproduce software, data files or other materials, are excluded. The user rights awarded to the customer are non-exclusive and cannot be transferred to third parties.

**9.2** The customer releases CELLRO from claims by third parties concerning intellectual property rights on the materials or data provided by the customer during the execution of an agreement.

**9.3** If the customer issues CELLRO with information carriers, electronic files or software, the customer guarantees that it is free of viruses and defects.

**9.4** CELLRO retains all rights and authorisations to which CELLRO is entitled under the Copyright Act.

**9.5** The customer is not permitted to modify items that have been issued, made available or loaned, unless this is a natural consequence of their nature or has been otherwise agreed in writing. Further, the customer is not permitted to move or remove characteristics or identifying elements that CELLRO has introduced to its materials and equipment.

**9.6** If the customer enters bankruptcy, the customer loses his right to use software that has been supplied to him.

#### Article 10 Confidentiality

Each party guarantees that all data received from the other party, which one knows or should know is confidential in nature, will be kept secret unless subject to a legal obligation to release the data. In any case, data will be deemed confidential if it has been identified as such by one of the parties. Confidential data can only be copied, shown to third parties, released into the public domain or used upon receipt of written consent from the other party.

#### Article 11 Guarantee

**11.1** CELLRO provides a guarantee for the items it has delivered, for a period of maximum twelve months from acceptance by the customer, against all failings in the construction or assembly, if that failing prevents the delivered item from being operated normally. Acceptation by the customer involves written acceptance of the delivered goods once they have been commissioned by CELLRO.

**11.2** If the delivered items do not fulfil the guarantee mentioned in section 1, CELLRO will, within a reasonable period, decide to (partly) replace or repair them. In case of replacement, the customer already agrees to return the to-be-replaced component to CELLRO and to transfer ownership to CELLRO.

**11.3** The guarantee does not apply if the defect has been caused by unqualified or inappropriate use, normal wear and tear or failure to maintain, in cases of force majeure, or if the customer or third parties - without written consent from CELLRO - have made or have tried to make changes to the items or components of them, or have used them for purposes other than intended for the items in question.

**11.4** If the guarantee provided by CELLRO relates to items or components produced by third parties, the guarantee will be limited to that which is supplied by the producer of those items or components.

**11.5** Repair or delivery of an item or components during the guarantee period does not result in the guarantee period being extended.

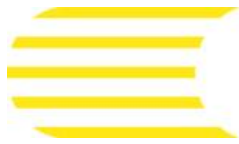
#### Article 12 Liability

**12.1** The total liability of CELLRO for attributable failures in fulfilling the agreement is limited to compensation for direct damage up to a maximum amount equivalent to the price negotiated in that agreement (excl. VAT).

**12.2** Direct damage only refers to:

- reasonable costs incurred to determine the cause and the scale of the damage, so long as the determination relates to direct damage as defined in these general conditions;
- reasonable costs that the customer will have to incur in order to make the inadequate performance of CELLRO consistent with the agreement;
- reasonable costs incurred to prevent or limit damage, if the customer can demonstrate that these costs have led to a limitation of direct damage as defined in these general conditions;

**12.3** CELLRO is not liable for indirect damage, including though not restricted to, consequential



damage, loss profits, missed discounts and damage caused by business stagnation.

**12.4** The customer cannot acquire any rights from advice or information received from CELLRO if this has no relevance to the agreement concluded between both parties.

**12.5** CELLRO is not liable for damage, in whichever shape or form, caused by inaccurate and/or incomplete data issued by the customer.

**12.6** The liability limitations for direct damage found in this article do not apply if the damage can be attributed to deliberate actions or gross negligence on the part of CELLRO or its subordinates.

#### **Article 13 Annulment**

**13.1** CELLRO is entitled to annul any agreement with the customer without legal intervention, at the moment that the customer is declared bankrupt, requests judicial settlement, when a request from the customer, a natural person, is granted by the court to implement a legal remission of debt, or if the customer loses the right to dispose of property as a result of seizure, appointment of guardian or other cause, or if the customer is no longer in a position to fulfil his financial obligations.

**13.2** Mutual claims will become immediately demandable upon annulment.

#### **Article 14 Retention of title**

**14.1** All items provided to the customer remain the property of CELLRO until the moment that the customer has fulfilled his obligations concerning an agreement with CELLRO for delivered or to-be-delivered goods, performed or to-be-performed activities, as well as obligations in potential claims for shortcomings in honouring an agreement.

**14.2** The customer is not entitled to pledge or in any way encumber items that are subject to retention of title.

**14.3** If third parties seize supplied items that are subject to retention of title, or want to claim or exercise rights on them, then the customer is obligated to immediately inform CELLRO.

**14.4** If CELLRO's retention of title on the supplied items is nullified as a result of accession or merger, the recipient has a right of pledge on the acceded or merged items, on behalf of CELLRO, in order to safeguard all that the customer owes or could owe to CELLRO.

CELLRO is always entitled to carry out all actions - and is, if necessary, thus irrevocably authorised by the customer to act on his behalf - needed to establish this right of pledge (explicitly including establishing the right of pledge in an authentic or registered private deed). The customer agrees to immediately cooperate in this matter when requested by CELLRO.

**14.5** The customer agrees to insure, and continue to insure, items that have been delivered under retention of title against fire, explosion or water damage, as well as against theft, and to provide access to this policy upon first request.

**14.6** If CELLRO wants to exercise the property rights mentioned in this article, the customer already gives unconditional and irrevocable consent to CELLRO or third parties it appoints, to access all areas where the property of CELLRO is found and to also recover the items in question.

#### **Article 15 Force majeure**

**15.1** There will be a case of force majeure on the part of CELLRO if, after an agreement is made, CELLRO is hindered in fulfilling its obligations in that agreement, or in preparing for them, as a result of war, risk of war, civil war, unrest, violence, fire, water damage, flooding, labour strikes, company sit-ins, expulsion, import and export restrictions, government measures, defects to machines and disturbances in energy supply. This applies to the company of CELLRO and third parties from whom CELLRO must fully or partially obtain necessary materials or raw materials, and to storage and transport, potentially under own supervision, and to all other causes that can be attributed risk or fault beyond the control of CELLRO.

**15.2** If the delivery is delayed by more than 6 months as a result of force majeure, parties are entitled to annul an agreement. If the customer wants to annul an agreement, an agreement can only be regarded as annulled if CELLRO has consented to the annulment declaration in writing. In case of annulment as identified here, CELLRO is only entitled to compensation for the costs it has incurred.

#### **Article 16 Applicable law and qualified court**

**16.1** All offers issued by CELLRO and all agreements made by CELLRO are exclusively subject to Dutch law. The Vienna Sales Convention is not applicable.

**16.2** The court in the district where CELLRO is based is exclusively authorised to pass judgement on disputes that originate from an agreement between the parties.

**16.3** Parties will only take legal recourse once all efforts have been exhausted to mutually resolve the dispute.

#### **Section B: Maintenance and services**

The stipulations identified under section B are, in addition to the General Stipulations in section A of these general conditions, applicable if CELLRO performs maintenance or provides services, such as, for example, advice, training, courses and secondment. The stipulations in this section in no way prejudice the general stipulations in section A.

Definition:

In this section, the following is understood by:

"disruption": non-compliance, insufficient compliance or non-continuous compliance with the specifications of items sold and delivered by CELLRO to the customer;

#### **Article 17 Maintenance**

**17.1** The contents and scope of the maintenance to be provided by CELLRO, and any accompanying service levels, will be established in a separate written agreement between the parties. In the absence of this agreement, CELLRO is obligated to attempt to resolve disruptions within a reasonable timeframe. Maintenance on disruptions will be carried out by CELLRO during normal working hours on working days.

**17.2** CELLRO will make a telephone helpdesk available to the customer for telephone assistance and for reporting disruptions.

#### **Article 18 Execution of services**

**18.1** CELLRO will do everything to ensure that agreed services are performed to the best of its ability.

**18.2** If an agreement has been reached to perform the services in phases, CELLRO is entitled to suspend the start of services that are part of the next phase until the customer has confirmed, in writing, the results of the last completed phase.

**18.3** If a services agreement has been established with the aim of a particular person executing it, CELLRO is always entitled, after consultation with the customer, to replace this person with one or more other persons with the same qualifications.

**18.4** All costs relating to the services supplied by CELLRO are owed once per calendar month after completion.

#### **Article 19 Additional work**

If, with consent from the customer, CELLRO has performed activities that fall outside the description and scope of the agreed services, these services will be remunerated by the customer as additional work.

#### **Article 20 Training**

**20.1** Registrations for a training course can be cancelled without costs up to one month before the start date of the training. If the training is cancelled within a period of a month to fifteen days prior to the start of the training, half of the training amount will be owed. If the training is cancelled after this period, or if the customer is not present or is not present on time, the entire training amount will be owed.

**20.2** CELLRO will do everything to ensure that the agreed training goes ahead or, in case of e.g. unforeseen unavailability of the tutor, is rescheduled for another time. Should this not be possible, CELLRO is only entitled to reimburse the customer for already paid training costs. Further, the customer will not be entitled to make any other claims against further compliance with the agreement, including claims against non-compliance with an agreement.

**20.3** All costs for the provision of training by CELLRO must always be paid before the training starts.

#### **Article 21 Secondment**

**21.1** Secondment applies when CELLRO makes an employee available to the customer in order to perform activities under the leadership of the customer.

**21.2** CELLRO will do everything to ensure that the same employee will be seconded for the duration of the agreement.

**21.3** The customer is entitled to request the seconded employee to be replaced if s/he demonstrably fails to comply with the agreed quality requirements, or in case of long-term illness or cancellation of employment of the seconded employee. CELLRO will then do everything to second the most highly qualified employee to the customer as a replacement. If replacement is not possible, or is not immediately possible, the customer will not be entitled to make any other claims against further compliance with the agreement, including all the customer's claims against non-compliance with an agreement.

**21.4** CELLRO accepts no liability for the selection of, or the (result of the) activities of, the seconded employee.