

## Terms and Conditions of Sale

All sales are subjected to the present Terms and Conditions of Sales of ApoH-Technologies SA, that shall prevail over any conditions of purchase, unless ApoH-Technologies has expressly agreed otherwise by a formal written consent. Sales include the purchase of products and services, both are hereafter referred to as Product.

### 1 – ORDERS

An order is deemed acceptable if it is written in a letter, an e-mail or a fax, and if the order clearly states (1) the Buyer's name and address, (2) the date and (3) the Product's name, reference and desired quantity and (4) the price guaranteed to the Buyer by ApoH-Technologies. ApoH-Technologies has the right to suspend, postpone or cancel an order if the Buyer's situation presents a risk of payment default or if the product is unavailable.

The Buyer is responsible for obtaining the authorization or license to import the Product in accordance to the laws of his country before shipment.

### 2 – PRICES

Prices of Products are subject to change without notice. The prices invoiced are those stated and agreed to on the purchase order or in the sale contract or on the quote signed by the Buyer. The price is given in euro, free of tax and delivery expenses.

The shipping costs, insurance expenses and custom fees are chargeable to the Buyer. Should the Buyer ask for an order cancelation, all shipping costs, custom fees and delivery charges linked to the return of the Product to ApoH-Technologies are chargeable to the Buyer.

### 3 – TRANSPORT AND DELIVERY

Transport and delivery are chargeable to the Buyer. ApoH-Technologies is not liable for the delivery risks and damages. Delivery dates are only approximate; no delay penalty can be claimed to ApoH-Technologies. The Buyer is responsible for reporting in writing to ApoH-Technologies any miss or damage within one week (7 days net) from the delivery date.

### 4 – PAYMENT

Payment shall be made 30 days starting from the date of the invoice, by means of wire transfer, PayPal, check or letter of credit. Payment is addressed to ApoH-Technologies SA, whose address and bank information are stated on the invoice. Upon failure to pay at the due date, ApoH-Technologies will apply a penalty without duly notice in amount of twice the legal interest rate and suspend or cancel any current order. In case of prior payment delay, ApoH-Technologies conserves the right to claim payment before shipment of any subsequent orders.

### 5 – CLAUSE OF TERMINATION

In case of a status change of the Buyer, including but not limited to: merger, acquisition, dissolution, incapacity or bad debt of the company, ApoH-Technologies has the automatic right to cancel the deal.

### 6 – OWNERSHIP RIGHTS

Products are designed for scientific research use only. Any use of Products for diagnostic purposes requires a written consent by ApoH-Technologies and approval by competent authorities. Until full payment of the invoice including delay penalties, ApoH-Technologies retains the whole ownership rights, excluding the damage that Products may cause and those occurring to the Products, for which the Buyer is liable.

### 7 – FORCE MAJEURE

ApoH-Technologies and the Buyer are no longer liable for any event due to a force majeure, including but not limited to: fire, flood, strike, war, transport default. If the situation due to a force majeure lasts, ApoH-Technologies conserves the right to cancel the sale, without any kind of compensation, and must inform the Buyer in writing.

A partial or total default of usual suppliers of energy or raw material that impacts production or service performance is contractually treated as a force majeure event. The buyer will be informed as soon as possible that the delivery will be limited to the proportion available.

### 8 – WARRANTIES

Products are designed for scientific research use only. They are guaranteed until their expiry date stated on the label. ApoH-Technologies is not liable for products that have been misused, incorrectly stored, mistakenly ordered or custom delayed. Buyer shall take all measures to insure diligent customs clearance. Buyer shall inform ApoH-Technologies of any claim within one month (30 days net) of the delivery date. Subsequent claims are null and void. No product return shall be accepted without prior written consent by ApoH-Technologies. ApoH-Technologies shall decide, upon its sole judgment, if the Product will be replaced or if the claim is acceptable. ApoH-Technologies liability shall in no event exceed the purchase price of the Product concerned by the claim.

### 9 – SEVERABILITY

The provisions of these terms and conditions of sale are severable: if any provision, in part or in whole, is held to be invalid or unenforceable for any reason by any court of competent jurisdiction, this shall not affect the validity or enforceability of any other provision.

### 10 – APPLICABLE LAW

These terms and conditions of sale are governed by French law. Any dispute, that cannot be resolved amicably, shall be referred to the Montpellier Commercial Court in France.

14/10/2015