

ADVANCED IMMUNOCHEMICAL INC.'S GENERAL TERMS OF DELIVERY 2016

1. Scope of Application; Definitions

1.1 These General Terms and Conditions shall apply to the sale and purchase of all products delivered by Advanced ImmunoChemical Inc., 111 West Ocean Blvd, Landmark Square, 4th Floor, Long Beach, CA 90802 ("Advanced ImmunoChemical") to its clients ("Client"), unless otherwise agreed in writing.

1.2 These General Terms and Conditions shall be valid until further notice.

2. Ordering, Terms of Delivery and Inspection

2.1 Client shall submit orders by electronic online service, electronic mail, phone or any other manner to the agreed point of contact. Order means an official document or other similar request (in whatever mutually agreed technical form), issued by Client where Client requests Advanced ImmunoChemical to provide its products. A contract shall be deemed concluded once 1) Advanced ImmunoChemical has confirmed or otherwise accepted the order issued by the Client or 2) upon the delivery of the products subject to Client's order ("Contract"). Client shall not reschedule or cancel submitted orders.

2.2 The products, as well as prices, specifications, quantities, delivery times and other relevant issues related to the products shall be defined in each Contract. The product shall fulfil the requirements and characteristics set forth in the Contract and comply with the applicable law and regulations issued by authorities.

2.3 Advanced ImmunoChemical may at its discretion require an advance payment from Client from time to time. Advanced ImmunoChemical may withhold delivery of the ordered product, if Client is in delay with any payment.

2.4 Unless otherwise agreed in writing, the terms of delivery for the products shall be Ex Works, Long Beach (Incoterms 2010). All shipments shall be via Federal Express or other similar courier, arranged by Advanced ImmunoChemical, all charges paid by Client.

2.5 Time of delivery is indicated in the Contract as accurately as possible. However, delivery times are estimates only. Advanced ImmunoChemical shall promptly inform Client in writing of any expected delay of the delivery, the reasons and effects thereof as well as the estimated new delivery time if possible. Advanced ImmunoChemical shall not be liable for any loss or damage incurred by Client due to Advanced ImmunoChemical's failure to meet the delivery times.

2.6 Client shall perform an inspection and quality control of each shipment without delay and latest within fourteen (14) days from the date of the delivery. Client shall without delay inform Advanced ImmunoChemical in writing of all defects, errors and deficiencies ("Defects") detected in the delivery and shall identify such Defects in sufficient detail.

2.7 Defects, which do not substantially interfere with the use of the product, shall not prevent the acceptance of the delivery.

2.8 The delivery shall be deemed to be accepted, (a) when Advanced ImmunoChemical has demonstrated that it has corrected all Defects reported by Client in writing which prevented earlier acceptance; or (b) if Client has not presented a written complaint regarding a Defect which prevents acceptance. The criteria mentioned above in this section 2.6 shall not be applied in the acceptance of partial delivery to the extent a Defect in a partial delivery could not have reasonably been noticed prior to the acceptance testing of a later delivered partial delivery.

2.9 Where any valid claim with respect to any of the Contract products based on any Defect in the quality or condition of the Contract products or their failure to meet specification is notified to Advanced ImmunoChemical in accordance with these General Terms and Conditions, Advanced ImmunoChemical shall be entitled to replace the defective Contract products (or the part in question) free of charge or at Advanced ImmunoChemical's sole discretion, refund to the Client the price of the defective Contract products, but the Supplier shall have no further liability to the Client.

2.10 This section 2 states the entire liability and obligations of Advanced ImmunoChemical and the sole and exclusive remedy of Client with respect to any alleged or actual Defect in the delivery.

3. Title, Risk of Loss and Intellectual Property Rights

3.1 The title to the acquired product shall pass to Client upon payment of the purchase price in full to Advanced ImmunoChemical's designated bank account.

3.2 All risk of loss or damage to the product shall pass to Client in accordance with the terms of delivery specified in section 2.4.

4. Prices; Terms of Payment

4.1 If the price of a product has not been agreed in the Contract, Advanced ImmunoChemical's price list effective at the date of order shall apply. The prices are in US dollars.

The prices specified in the accepted order are net prices. Value added tax, any taxes, duty of any kind, export/import costs and other levies or delivery costs are not included in the prices and shall be charged separately. If the amount of value added tax or other public charges determined by the authorities or their collection basis change due to changes in regulations or taxation practice, the prices of the products shall be revised correspondingly.

Advanced ImmunoChemical shall invoice for the products upon delivery. The terms of payment are thirty (30) days net from the date the invoice was sent. Interest on delayed payments shall be charged at sixteen (16) per cent per annum. Each invoice will be deemed accepted within seven (7) days after the invoice date, unless Client has advised Advanced ImmunoChemical in writing by such date of any errors in respect of the relevant invoice.

Substituting Products

5

Advanced ImmunoChemical may without the consent of Client replace the product specified in the Contract by other product. Such substituting product shall meet the functional features, specifications and other requirements of the original product set forth in the Contract.

Confidentiality

6

Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any other purposes than those set forth in the agreement. The confidentiality obligation shall, however, not be applied to material and information, (a) which is generally available or otherwise

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- public; (b) which the party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; or (d) which a party has independently developed without using material or information received from the other party.
- 6.2 Each party shall promptly cease using confidential material and information received from the other party and, unless the parties separately agree on destruction of such material, return the material in question (including all copies thereof), when the agreement has terminated or when the party no longer needs the material or information in question for the purpose stated in the agreement. Each party shall, however, be entitled to retain the copies required by law or regulations.
- 6.3 The rights and responsibilities under this section 7 shall survive the termination or cancellation of the agreement.
- 7. Force Majeure**
- 7.1 Neither party shall be liable for delays and damages caused by an impediment beyond his control, which he could not have reasonably taken into account at the time of the conclusion of the agreement, and whose consequences he could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the party concerned is the target or a party to such an action.
- 7.2 A force majeure event suffered by a subcontractor of a party shall also discharge such party from liability, if subcontracting from other source cannot be made without unreasonable costs or significant loss of time.
- 7.3 Either party shall without delay inform the other party of a force majeure event in writing. The party shall correspondingly inform the other party of the termination of the force majeure event.
- 8. Product Liability**
- 8.1 Client shall use the product literature and the technical and scientific documentation which Advanced ImmunoChemical delivers to Client. Advanced ImmunoChemical shall indemnify and hold Client harmless against damages finally awarded in actions against Client and instituted by third parties under the applicable product liability legislation in force designated country to the extent such awarded damages concern liability for defective products or negligence of Advanced ImmunoChemical in respect of damage to private property other than product or death or personal injury and which awarded damages have arisen from a defect subsisting in a product at the time of its delivery to Client.
- 8.2 This section states the entire liability and obligations of Advanced ImmunoChemical and the sole and exclusive remedy of Client and its customers for any product liability claims.
- 9. Disclaimer of Warranties**
- 9.1 To the fullest extent permitted by applicable law, Advanced ImmunoChemical disclaims all promises, representations and warranties with respect to Contract product, including without limitation implied warranties of merchantability, satisfactory quality and fitness for a particular purpose, even if Advanced ImmunoChemical has been advised of the possibility of such damages.
- 10. Damages; Limitations of Liability**
- 10.1 Advanced ImmunoChemical's liability based on the delivery of the products subject to these terms and conditions for direct expenses and damages caused by breach of Contract shall not exceed fifteen (15) per cent of the price of the products which are the subject matter of the claim.
- 10.2 Neither Party shall be liable to the other Party for any indirect, incidental, special, punitive or consequential loss or damage, including but not limited to loss of profits or revenue, loss of use, loss of customership, loss of goodwill, cost of capital or investment, damage caused due to decrease or interruption in production or turnover whether arising under these terms and conditions, tort, or any other theory of liability, or otherwise.
- 10.3 The limitations of liability shall not apply to damages caused by wilful conduct or gross negligence or breach of confidentiality provisions in section 6.
- 11. Applicable Law; Settlement of Disputes**
- 11.1 This agreement shall be governed by the laws of the United States of America.
- 11.2 In the event of any controversy, claim, or dispute arising out of or relation to any provisions of these general terms, the parties shall try to settle those conflicts amicably between themselves within ninety (90) days of either party's request for amicable settlement negotiations. Should the parties fail to reach a settlement, the matter in dispute shall be finally and exclusively settled by arbitration under the Rules of the Arbitration board of the Long Beach Chamber of Commerce. The Arbitral tribunal shall be composed of a sole arbitrator and the place of arbitration shall be Long Beach, CA. The language to be used in arbitral proceedings shall be English.
- 11.3 The parties have nevertheless right to claim for outstanding receivables under these terms and conditions at the district court of Advanced ImmunoChemical's domicile.