

General Conditions of Sale

Version: September 1st, 2017

1. Acceptance and Scope of these terms

1.1 These general conditions of sale ("GCS") shall apply to all sales of chemical material(s) ("the Product(s)") by Novaled GmbH ("NOVALED") to a customer requiring to purchase the Product(s) ("Buyer"). The GCS shall apply only if the Buyer is an entrepreneur (§ 14 German Civil Code), legal person under public law or a special fund under public law. Products are purchased for the internal use, testing and/or evaluation of NOVALED's Materials for the purpose of determining the Products' fitness for Buyer's use of the Materials in Buyer's application. Any other use, in particular any commercial use shall not be allowed and subject to a separate Agreement. For the avoidance of doubt, Products are not purchased for the generation, development or filing for registration of inventions, patents, discoveries and improvements, databases, processes, utility models, designs, trade-marks, domain names, copyrightable material, trade secrets, and know-how by Buyer.

1.2 The GCS apply exclusively; any amending or deviating terms and conditions of Buyer shall not apply, even if NOVALED, knowing of such terms and conditions of Buyer, does not object to them explicitly, and continues to deliver to Buyer without any objection.

1.3 Any of the following shall constitute Buyer's unqualified acceptance of these GCS: (i) written acknowledgement of these GCS; (ii) issuance or assignment of a purchase order for the Product(s) thereunder; (iii) acceptance of any shipment or delivery of Product(s); (iv) payment for any of the Product(s); or (v) any other act or expression of acceptance by Buyer.

1.4 These GCS shall only apply vis-à-vis commercial customers and with respect to commercial transactions.

1.5 These GCS shall apply as master agreement to all future transactions between NOVALED and the same Buyer (current business relationship) in the version current at the time of the conclusion of such transaction, even if their application has not been expressly notified again.

1.6 Besides, NOVALED shall have the right to amend the then current GCS subject to prior written notification, including information on the right to object and consequences of Buyer's silence and the envisaged amendments shall become effective unless Buyer objects within two (2) weeks after receipt of such notice.

2. Conclusion of Contract, Orders

2.1 Unless otherwise agreed, any quotations of NOVALED are subject to change.

2.2 Any binding contract on the sale or delivery of Products requires either (i) a quotation of NOVALED explicitly marked as binding which has been accepted by Buyer in its entirety (without any reservations or amendments) or (ii), upon any Buyer's order (oral or otherwise), an order confirmation of NOVALED in writing. Such confirmation can be made via text form (i.e. email or fax) and shall in this case be adequate to satisfy the requirement of the written form.

2.3 NOVALED may, at Buyer's request and expense, provide technical assistance, advice and information with respect to the Product(s). NOVALED however is under no obligation to provide such technical assistance, advice and/or information and, unless otherwise agreed, any assistance, advice or information so provided to Buyer shall be non-binding and shall not constitute any warranty regarding the Product(s); the same shall apply to any specifications of samples and specimens of the Product(s). It remains up to Buyer to determine whether the Product(s) are suitable for its purposes. NOVALED shall in no event owe to Buyer any certain success with regard to the aforementioned assistance.

3. Deliveries, Returned Materials

3.1 A delivery date shall be treated as being approximate and NOVALED shall not be liable for any delay in delivery, provided that it uses commercially reasonable efforts to meet the delivery date. The conditions of delay in delivery are determined according to the statutory provisions but in all cases written warning by the Buyer is required. If NOVALED falls into delay in delivery, the Buyer can demand lump sum compensation for the damage due to the delay. The lump sum compensation shall be for each completed calendar week of delay a maximum of 3 % of the agreed net price (by its delivery value) of the goods delivered with delay, in total, however, at most 5 %. NOVALED remains entitled to prove that the Buyer has suffered no loss due to the delay or only a considerably lesser loss than the abovementioned lump sum figures. In addition, the Buyer has, in the case of NOVALED's delay in delivery, the rights according to the statutory provisions, i. e. to rescind the contract usually after the expiry of a reasonable period set by him without success. Claims of the Buyer for compensation in place of performance according to clause 8 and NOVALED's statutory rights in particular on the exclusion of the obligation to perform (e. g. because of impossibility) remain unaffected.

3.2 NOVALED will use proper packaging materials which are commonly used in the industry to ensure that the Products are appropriately and securely packaged, marked with the Product name and NOVALED's name, containing a packing list, the Material Safety Data Sheet (MSDS), the Product information sheet, the production batch number, the quantity, the weight, the environment protection identification, the inspection report, and the order confirmation number. However, NOVALED does not assume any responsibility for their accuracy.

3.3 Products have passed a NOVALED's inspection procedure to confirm the compliance with the specifications prior to the delivery and the results of its inspection in form of a certificate of analysis (CoA) with respect to each material lot will be forwarded to Buyer together with the Products in each single package.

3.4 Unless otherwise agreed, the delivery is EXW Dresden which is also the place of performance for the delivery and any subsequent performance. INCOTERMS® 2010 shall apply. NOVALED reserves the right to charge the Buyer for any special delivery arrangements.

3.5 NOVALED shall be entitled to make partial deliveries of the Products or deliver the Products by installments, if such deliveries are just and reasonable for the Buyer.

3.6 Where Products are to be delivered in installments, each delivery shall constitute a separate contract and failure by NOVALED to deliver any one or more installments or any claim by Buyer under these GCS shall not entitle the Buyer to reject further installments or cancel any further contract.

3.7 Buyer shall inspect the Products in accordance with §§ 377, 381 German Commercial Code and the following regulations upon arrival without undue delay insofar as possible in the regular course of business for any deviations regarding quantity and quality of the ordered Products and shall pursue any suspicion of a defect with reasonable effort. If a defect is established in the examination or later, NOVALED shall be notified thereof immediately in writing. Such notification will be deemed to be given immediately if made within five (5) business days. Irrespective of the aforementioned obligation to examine the Products and give notice of defect, the Buyer shall notify NOVALED of obvious defects in writing within five (5) business days from delivery. Where possible, Buyer may inform the carrier of such defects upon delivery and said defects shall be recorded on the delivery slip signed by the carrier. If the Buyer fails to properly examine the Products and/or give notice of defects, the Products will be deemed accepted with respect to the non-notified defect.

3.8 NOVALED reserves the right to modify the Products to comply with applicable statutory regulations and to improve facilities or performance. It is NOVALED's policy to endeavor to develop and improve its Products, and accordingly NOVALED reserves the right to change specifications and inform Buyer timely in advance within due course. However, nothing in this clause shall oblige the Buyer to accept Products which do not reasonably comply with the contract and may withdraw from the contract.

3.9 Irrespective of the reason for any return of Products, any return must be coordinated with NOVALED prior to return. NOVALED reserves the right to request a disposal in line with clause 11.2 instead of return. Title to the returned Products, if already acquired by Buyer, shall retransfer to NOVALED upon delivery of the Products to NOVALED's facilities. The Products shall be returned in their original packaging with the original NOVALED label affixed, and unaltered in form and content together with the CoA and Material Safety Data Sheet (MSDS).

4. Prices, Taxes, Payment, delayed Payments

4.1 Unless otherwise specified in the contract, the price written on NOVALED's order confirmation or NOVALED's quotation, as the case may be, shall be charged in accordance with the applicable prices at the time of the conclusion of the contract plus, if not otherwise agreed, ancillary expenses of the purchase e.g. packaging, shipping and transport costs including any transport insurance, if applicable.

4.2 All prices are given in EUR, unless otherwise agreed.

4.3 Any tax, duty, custom or other fee of any nature by any governmental or quasi-governmental authority, including, without limitation, value added tax and/ or withholding tax, imposed in connection with any transaction governed by these GCS shall be paid by Buyer. In the event NOVALED is required to prepay any such tax, Buyer shall fully reimburse such tax prepayment to NOVALED.

4.4 Unless otherwise specified in NOVALED's order confirmation, the purchase price must be paid by Buyer within fourteen (14) days from the receipt of the invoice without deduction to the bank account specified by NOVALED.

4.5 On expiry of the above mentioned payment period, the Buyer will be in delay. During the period of delay, the purchase price shall carry interest at the currently applicable statutory default interest rate (at the present nine (9) percentage points above the base rate), further default damage claims being reserved. Furthermore, NOVALED may – if necessary upon notice period – terminate the order or suspend any further deliveries to Buyer.

4.6 Any right of Buyer to withhold payment or to set off any amounts due against counterclaims on his part, e.g. pricing or invoicing complaints, shall be explicitly excluded, unless such counterclaims are uncontested or a legal title exists.

4.7 In case NOVALED has a right to withdraw from the contract, all payment claims against Buyer under this GCS and respective contract, are due for immediate payment.

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5. Additional Obligations of Buyer

5.1 NOVALED will provide Buyer with information about any precautions and hazards relevant for the products as far as NOVALED is aware of such hazards, in particular by providing the Material Safety Data Sheet (MSDS). Buyer, however, acknowledges that the Products are to be experimental in nature and may have unknown hazards associated with the use of some Products, and shall take appropriate measures to warn and protect all those individuals exposed with the Products.

5.2 Buyer is also under the obligation to inform NOVALED immediately of any risks resulting from Products it becomes aware of.

5.3 Buyer shall at all times be solely responsible for: (i) obtaining any necessary intellectual property permission for the use of the Product, (ii) compliance with any and all applicable regulatory requirements and generally accepted industry standards, (iii) conducting all necessary testing and verification, including for fitness for the intended purpose, prior to the use of Product(s) purchased from NOVALED, (v) compliance with legal requirements in case Products are to be disposed by Buyer.

5.4 Buyer shall store and use the Products in a safe and prudent manner and observe all applicable security, health and safety regulations, including complying with any instructions, specifications use statements or conditions of use, shipment and storage conditions made available by NOVALED in writing to Buyer, such information to include but is not limited to Product data, Material Safety Data Sheet (MSDS), Product information, limited use information, limited use label licenses and specifications. In addition, Buyer holds full responsibility for post-delivery use of the Products in accordance with the shipment, storage and handling conditions as set forth in the specifications.

5.5. Buyer acknowledge that Products comprise Confidential Information of NOVALED and Buyer shall not, without prior written consent of NOVALED

- (i) analyze or have analyzed the chemical molecular structure and composition of Products to determine its/ their composition or formulation;
- (ii) make any alteration to the composition of the Products;
- (iii) blend the Products with other materials or *recycle* the Products;
- (iv) reverse-engineer, decompile or disassemble Products.

5.6 Buyer shall indemnify and hold NOVALED, its affiliated companies pursuant to §§ 15 et seq. German Stock Corporation Act ("**Affiliate**"), agents, employees, and representatives of NOVALED or its Affiliates, harmless from and against any and all claims, damages, losses, costs or expenses (including attorney's fees) arising in connection with Buyer's sale or use of the Products, resulting from Buyer's breach of the provisions and representations contained in these GCS, or arising from the negligence, recklessness or misconduct of Buyer.

6. Product characteristics and defects

6.1 With respect to all Products to be delivered, the Parties agree on the following Product characteristics (*Beschaffenheit*):

6.1.1 The Products shall comply with the applicable specifications if so provided by NOVALED (electronic or otherwise), certificates provided with the Products or on the label. In case of contradictions between specifications and the label, the information on the label is decisive. NOVALED reserves that specifications are subject to (i) customary deviations and (ii) other minor deviations that do not adversely affect the suitability of the Products with regard to the agreed purpose (i.e. testing, evaluation of Product(s)).

6.1.2 Any data which is based on NOVALED's testing procedures may only be compared to testing following the same procedures. The product data (*Stoffdaten*) as listed, e.g. in the catalogue, product information, etc., is intended for information purposes only and does not represent a binding statement with respect to the characteristics of the Products delivered; NOVALED may not be held liable with respect to the accuracy of the product data provided.

6.1.3 NOVALED makes no warranty of merchantability or of fitness for a particular purpose.

6.1.4 Unless otherwise expressly stated in the product data or product documentation sheets, NOVALED Products have not been tested for safety or efficacy.

6.1.5 No agent, employee or other representative has the right to modify or expand NOVALED's standard warranty applicable to the Products or services or to make any representations as to the Products other than those set forth in NOVALED's specifications, and any such affirmation, representation or warranty, if made and not known to NOVALED, should not be relied upon by Buyer and shall not form a part of the contract.

6.2 NOVALED warrants that, upon the passing of the risk, the Products have the agreed product characteristics (*Beschaffenheit*). Therefore, Buyer is aware that NOVALED does not accept responsibility in the event of:

6.2.1 failure to apply, use or maintain the Products in accordance with any instructions, specifications, use statements or conditions of use made available by NOVALED in writing to Buyer, such information to include but is not limited to Product data, Material Safety Data Sheet (MSDS), Product information, limited use information, limited use label licenses;

6.2.2 use of Products, that, according to documentation accompanying the Product(s), are intended for research or evaluation use only, for any other purpose, which includes but is not limited to, unauthorized commercial uses;

6.2.3 any installation, repairs, modifications, upgrades, maintenance or other servicing by a third party that is not approved by NOVALED;

6.2.4 lack of proper maintenance or incorrect stocking conditions;

or

6.2.5 use of the Products beyond the shelf life or expiration date of the Product as set forth in the applicable specifications or labels of such Products.

6.3 In the event Buyer claims non-conformance of a hazardous Product, NOVALED shall have the right to inspect such Products, including on Buyer's premises. Notwithstanding statutory provisions as an alternative, the parties may seek confirmation with respect to the non-conformance of the Product in question by way of an analysis carried out by a third-party laboratory; such third-party laboratory must be acceptable to both parties and carry out the respective analysis within a reasonable time frame. If the results of the analysis confirm the non-conformance of the Product, the respective costs shall be borne by NOVALED; if the analysis does not confirm non-conformance of the Product, the costs for analysis shall be borne by Buyer.

6.4 Buyer, in case of any complaint in accordance with clause 3.7 about defects, shall, subject to the limitation period in 6.5, have the following rights for purchased Products:

6.4.1 In the event of a Product defect or a defect of title, NOVALED shall provide subsequent performance by remedying the defect or delivering a Product without defects at no additional cost to Buyer. Buyer shall not have the right to request a specific type of subsequent performance. The right to refuse subsequent performance on the statutory conditions remains unaffected.

6.4.2 If Buyer has not yet effected payment (fully or in part) for the defective Product, NOVALED may make subsequent performance subject to Buyer effecting a part payment of the purchase price proportional to the defect claimed.

6.4.3 Subsequent performance shall be deemed unsuccessful after the second unsuccessful attempt of NOVALED, unless otherwise apparent given the type of problem or defect or other circumstances.

6.4.4 Only in the event (i) NOVALED seriously and finally refuses subsequent performance, (ii) subsequent performance is unsuccessful, (iii) subsequent performance is not reasonable for Buyer, or (iv) a reasonable deadline for subsequent performance set by Buyer has not been met, shall Buyer be entitled (a) to rescind the contract or (b) to reduce the purchase price accordingly. Claims of the Buyer for damages or compensation for futile expenses shall arise in case of defects only in accordance with the above provisions in conjunction with clause 8 and are otherwise excluded.

6.4.5 The remedies set out in this clause 6.4 shall be Buyer's sole remedy for defects, subject to the restrictions according to clause 8.

6.5 In deviation from § 438 (1) No. 3 German Civil Code the general limitation period for claims arising from defects in quality or in title (warranty period) shall be one (1) year from delivery of the Products. After the expiry of the warranty period, defects claims are excluded. Compensation claims under clause 8 become statute-barred exclusively in accordance with the statutory provisions.

7. Intellectual Property Rights

7.1 NOVALED reserves all intellectual property rights and know-how with regard to the Products. Unless otherwise agreed, no express or implied licenses or other rights are provided to Buyer under any patents, patent applications, trade secrets, know-how or other proprietary rights of NOVALED. In particular, no express or implied licenses or other rights are provided to use the Product(s) for any purposes other than stated in this GCS. If Buyer intends to use NOVALED's patents, patent applications, utility models, trade secrets, inventions, know-how or any Confidential Information (as defined in clause 12.10), such use shall be subject to a separate material supply and license agreement to be negotiated and agreed between the parties at commercially reasonable terms and conditions, provided, however, that nothing contained in these GCS shall be construed as obligation on NOVALED to enter into such material supply and license agreement with Buyer.

7.2 NOVALED, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other intellectual property. Except as otherwise expressly permitted by NOVALED, no use of NOVALED's or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of NOVALED's or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by NOVALED of another entity's Products or services.

8. Damages, Rescission

8.1 NOVALED shall be liable for damages in accordance with the statutory provisions unless otherwise provided below. In the case of breach of duty – no matter on what legal ground – NOVALED is liable in case of intent or gross negligence. In case of simple negligence, NOVALED shall be liable only

- (a) for damage due to injury to life, limb or health, and
- (b) for damage due to not insignificant violation of a material contractual obligation (an obligation whose satisfaction enables the proper performance of the contract in the first place and on whose satisfaction the contracting party regularly relies and may rely); in this case, however, the liability shall be limited to compensation for foreseeable damage typically incurred.

8.2 The above limitations on liability also apply in favour of NOVALED's employees, staff members, representatives and agents. The above limitations shall not apply to claims of the Buyer under the Product Liability Act.

8.3 The Buyer may rescind or terminate the contract on the ground of a breach of a fundamental contractual obligation other than a defect only if NOVALED is responsible for such breach. The Buyer's right of rescission in the case of delay in delivery by NOVALED according to clause 3.1 remains unaffected,

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including the statutory provision on the burden of proof. Otherwise, the statutory preconditions and legal consequences apply to the right of rescission.

9. Force majeure

9.1 Neither Party shall be responsible and held liable for any delay failure to perform its obligations hereunder resulting from natural disasters, fire (excluding any fire caused by negligence), war, disturbance, riots and other causes beyond the reasonable control of the Party (each, a "Force Majeure Event"); provided, however, that the Party that intends to claim exemption from its obligation by reason of any event of a Force Majeure Event, shall immediately notify the fact to the other Party..

9.2 In the event that any Party does not perform its obligations under this Agreement due to a Force Majeure Event for a consecutive period of more than two (2) weeks, the other Party may terminate this contract upon a written notice to the non-performing Party.

9.3 If either party is affected by one (or more) force majeure events, it shall promptly notify the other party thereof, stating the nature of the event, its estimated duration, and actions being taken to avoid or minimize its effects.

9.4 If, at Buyer's request or for any reason for which Buyer is responsible, the production or shipment of Products is delayed, NOVALED may immediately invoice Buyer for the Products manufactured as well as costs and expenses incurred up to the time of the delay.

9.5 Each party shall have the right to terminate the contract in writing to the other party if the performance thereof is prevented for more than six months according to clause 9.1.

10. Retention of title

10.1 All Products delivered by NOVALED shall remain NOVALED's property until the agreed purchase price has been fully paid and all claims arising from the mutual business relationship have been settled by Buyer (extended retention of title). With respect to such retention of title the following shall apply:

10.1.1 Until such time as the title to the Products transfers to Buyer, Buyer shall hold the Products as NOVALED's fiduciary agent and bailee, and shall keep the Products separate from those of Buyer and third parties, and properly stored, protected and insured (in an amount not less than the price payable to NOVALED therefor) and identified as NOVALED's property.

10.1.2 In case of a difficulty in identifying the Products, all Products of the same specification and not identified otherwise shall be deemed to be the Products of NOVALED. In order to facilitate identification, Buyer shall not remove or permit the removal of any distinctive marks, including trademarks, on the Products.

10.1.3 Until such time as the title to the Products transfers to Buyer, NOVALED, upon a breach of duties on the part of Buyer, in particular with respect to timely payments, shall be entitled at any time to request that Buyer return the Products to NOVALED, and, if Buyer fails to promptly comply with such request, to enter the premises of Buyer or of any third party where the Products are stored and repossess the Products.

10.1.4 In the event any of Buyer's property is seized, NOVALED must be notified immediately by sending a copy of the enforcement order as well as a certified guarantee that the Products seized are those delivered by NOVALED and subject to retention of title.

10.2 Any disposal by Buyer of Products with retention of title is only permitted in the ordinary course of business of Buyer and subject to the following condition: Under no circumstances may the Product be pledged or assigned to third parties as security in the ordinary course of business.

10.3 Any processing or modification of Products by Buyer prior to the transfer of title shall be deemed effected on behalf of NOVALED (it being understood that this does not give rise to any claims of Buyer vis-à-vis NOVALED). If the Products are processed together with other objects not belonging to NOVALED, NOVALED acquires a co-ownership in the resulting new objects in the proportion of the value of its Products (final invoice total, including VAT) to the value of the other processed objects at the time of processing. In all other respects, the resulting new items shall be treated like the Products delivered subject to retention of title.

10.4 If the Products are inseparably mixed with other objects not belonging to NOVALED, NOVALED shall acquire co-ownership in the new objects in the proportion of the value of its Products (final invoice total, including VAT) to the value of the other, intermixed objects at the time of mixing. If the Products are mixed in such a way that the resulting Buyer's object is to be regarded as the main object, it shall be understood that Buyer transfers to NOVALED co-ownership in such object on a pro-rata basis. Buyer undertakes to keep the owned or co-owned objects on NOVALED's behalf.

10.5 In the event the value of the securities according to the above clauses is going to exceed the amount of the receivables secured thereby by more than 10% in the foreseeable term, Buyer shall be entitled to request that NOVALED release such securities whose value exceeds the above percentage.

10.6 The assertion of NOVALED's rights under the retention of title shall not release Buyer from its contractual obligations. The value of the Product at the time of repossession shall merely be set off against NOVALED's receivables vis-à-vis Buyer. None of the stipulations contained in this clause 10 shall be deemed to modify the provisions relating to the transfer of risk of damage to or loss of the Products.

10.7 NOVALED is entitled to rescind the contract, in particular if the Product in question is pledged or assigned as security, unless NOVALED has expressly agreed to such pledge or assignment in writing or in text format.

11. Compliance Requirements

11.1 Export Controls, Embargos.

Buyer is aware that the Products might be subject to export control laws (including in particular but not limited to embargos and economic sanctions). Buyer further acknowledges that, depending on the Product, its country of destination, its designated end use, and the identity of the parties to the transaction, such laws may require Buyer, either for the further transfer or re-export of the Product, or for the transfer of any item into which Buyer may incorporate such Product, to seek and obtain export licenses/ authorizations issued pursuant to those laws.

11.2 Waste

Buyer hereby agrees to bear any costs and perform all operations required in connection with the environmentally sound management of waste resulting from the Products, including the commission of an officially licensed waste disposal contractor for proper disposal in accordance with all provisions, including the MSDS and any special provisions, laid down by any national legislation, including legislation relating to electrical and electronic waste. Buyer ensures that any destruction is completed in an environmentally responsible fashion.

11.3 REACH and CLP

Buyer is aware of and agrees to comply with all its obligations under the REACH Regulation (EC) No. 1907/2006 and CLP Regulation (EC) No. 1272/2008. NOVALED assumes no liability for delays in delivery arising in this context. If, for environmental or health protection reasons, NOVALED does not classify the use envisaged by Buyer as an identified use, NOVALED may rescind the contract unless Buyer informs NOVALED that it will abstain from the envisaged use.

11.4 Data Protection

NOVALED will request, process and use personal data (mainly name and business addresses of the contact person) from Buyer to manage Buyers' requests, claims, orders or repairs and for the continuing relationship management to Buyer. Some of those data processing activities are handled on behalf of NOVALED by its Affiliates or external service providers. These companies may be based worldwide, including areas outside the European Union like the U.S.A. For all cases involving a transfer of personal data, NOVALED will ensure compliance with data protection regulations. Furthermore, NOVALED will transfer these data to authorities, if there is an existing legal obligation for NOVALED to do so. Individuals have the right to access their data processed by NOVALED and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked.

11.5 Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act

Buyer acknowledges that: (a) NOVALED may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and, (b) NOVALED is subject to other bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Under the FCPA it is unlawful to pay or to offer to pay anything of value to foreign government officials, government employees, political candidates, or political parties, or to persons or entities who will offer or give such payments to any of the foregoing, in order to obtain or retain business or to secure an improper commercial advantage. Buyer further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and anti-corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause NOVALED to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and anti-corruption law.

11.6 Buyer warrants that any Products purchased will not be (i) used for the purpose of producing or delivering substances that may be used as addictive substances and/ or psychotropic substances; (ii) used for military or illegal purposes, in particular for to development and production of nuclear, chemical and/ or biological weapons; (iii) used in the human or veterinary field, in agriculture, food or cosmetics, except for use as raw materials, auxiliary materials and / or as research and analysis reagents; (iv) used as an explosive or pyrotechnic substitute; (v) re-exported to third countries without prior consent of NOVALED. NOVALED confirms that none of the delivered Products are dual-use items according to (EG) No. 428/2009.

12. Miscellaneous

12.1 Governing Law

Unless explicitly otherwise agreed, any contract between NOVALED and Buyer shall be subject to the laws of the Federal Republic of Germany, without giving effect to its rules on conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 shall not apply.

12.2 Place of Performance

The place of performance for all claims resulting from the contract concluded between Buyer and NOVALED is the registered office of NOVALED's headquarters in Dresden, Germany.

12.3 Venue for Disputes

The parties submit to the exclusive jurisdiction of the Courts of Dresden, Germany, or, at the option of NOVALED, the jurisdiction at the principal place of business of the entity of the Buyer which placed the order.

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12.4 Priority of Individually Agreed Terms

Individual agreements take priority over these GCS. As regards the content of such agreements, to the extent that they are not confirmed together with these GCS, a written contract or the written confirmation of NOVALED shall be decisive.

12.5 Modification, Written Form

Unless otherwise agreed in these GCS, any changes/amendments and/or additions to these GCS, including to this clause 12.5, must be agreed in writing between the parties in order to be effective.

12.6 Notices

Unless the text format is expressly admitted thereunder, any notices required or permitted to be given by either party to the other under these GCS shall be made in writing and shall be sent by prepaid recorded delivery, special delivery or registered mail to that other party at its registered office or principal place of business or such other address as indicated by it in connection with this provision.

12.7 Severability

If individual provisions of these GCS are or become fully or partially ineffective, the remaining provisions of the GCS shall not be affected thereby. This also applies if an unintended omission is found in the contract. A fully or partially ineffective provision shall be replaced or an unintended omission in the GCS shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GCS had they been aware of the ineffectiveness or omission of the provision(s) in question.

12.8 Assignability

Orders are not assignable or transferable, in whole or in part, without the express written consent of NOVALED.

12.9 Publicity

Any marketing, promotion or other publicity Product, whether written or in electronic form, that refers to NOVALED, its Affiliates, its Products, or to these GCS must be approved by NOVALED prior to its use or release.

12.10 Confidentiality

Buyer shall not, without NOVALED's written consent, disclose any documents, drawings, schematics, plans, designs, specifications, confidential information, know-how, trade-secrets, discoveries, production methods and the like that are marked confidential, proprietary or the like (herein referred to as "**Confidential Information**") furnished to Buyer by NOVALED, or on NOVALED's behalf, for the performance of the contract under this GCS. Buyer shall take reasonable precautions against any such Confidential Information being acquired by unauthorized persons and shall not employ any such Confidential Information for any other purpose than laid down in this GCS. In particular but not limited to, Buyer shall not be entitled to filing any patent applications disclosing or based on NOVALED's Confidential Information or publishing the Confidential Information in any form, except in the performance of this GCS NOVALED shall retain title to all such Confidential Information and Buyer shall, at NOVALED's request or upon completion of the contract under this GCS, return or deliver all such tangible technical information to NOVALED. Further, Buyer shall not without NOVALED's prior written consent (i) analyze or have analyzed the chemical molecular structure and composition of Products to determine its/ their composition or formulation; (ii) reverse-engineer, decompile or disassemble Products. The term "Confidential Information" as used herein shall not include information which is generally published or lawfully available to Buyer from other sources or which was known to Buyer prior to disclosure thereof to Buyer by NOVALED or on NOVALED's behalf. To the extent Buyer had been provided with Confidential Information or products prior to a purchase of Products and NOVALED and Buyer had agreed on a separate non-disclosure and confidentiality agreement ("**NDA**"), such NDA shall remain in full force and effect and in case of any inconsistencies between this clause 12.10 and the NDA, the latter shall prevail.

12.11 Waiver of Breach

The waiver by either party at any time to require performance by the other of any provision or part of any provision of these GCS shall not operate as a waiver of such provision at any other time.

12.12 Typographical Errors

Stenographic, clerical or computer errors on the face of any NOVALED invoice shall be subject to correction by NOVALED.

12.13 Independence of the Parties

Nothing in this contract shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, Products (in the case of NOVALED subject to the other terms of the GCS in relation to the Products), and personnel.

12.14 Third Parties

Nothing in this document is intended to create any rights in third parties against NOVALED.