

General Business Conditions Governing Services provided by Dualsystems Biotech AG

1. Application

The following General Conditions of Trade are applicable for all services carried out and material provided by Dualsystems Biotech Inc. (henceforth described as „Dualsystems“). Together with the payment conditions of Dualsystems (henceforth described as „payment conditions“) they represent an integral part of the contract between Dualsystems and the customer. Variations or additional conditions, particularly the conditions of purchase by the customer, are valid only when agreed to in writing.

2. Contractual agreement

The offers of Dualsystems are made without prejudice and are valid during the agreed period of time. Commissions undertaken by Dualsystems shall be considered as binding only after the mutual signing of the agreement and after Dualsystems has received the necessary documents and material. Where amendments in the commission are required by the customer, these must be in writing and signed by authorized representatives of Dualsystems and the customer. Dualsystems will undertake all reasonable efforts to carry out the services described in the contract. If such efforts result in an increase in the cost of the services or affect the projected delivery date of the services, the fee and/or the delivery date shall be adjusted to a degree commensurate with such changes. Dualsystems may refuse to carry out amendments which are deemed to be unacceptable due to time or budget limits, or which are requested without adequate notice.

3. Termination of contract

The contract is terminated upon completion of the service procedure and delivery of all results by Dualsystems and payment of all due service fees by the customer. The customer may terminate the contract at several stages of the service procedure, as described in the payment conditions and the service description. In the case of a cancellation of the contract on the part of the customer, Dualsystems shall be reimbursed for all expenditures incurred.

4. Fees and conditions of payment

All service fees are stated in the contract and are to be paid as stated in the payment conditions. Unless otherwise agreed, all fees are exclusive value added tax (VAT) and customs fees.

In the event of delayed payment, Dualsystems is authorized to levy an additional due amounting to 8% of the total owed. In addition, if Dualsystems has reasonable doubts about the solvency of the customer, full payment in advance may be required. If the customer fails to make the payment by the date stated in the invoice, Dualsystems will suspend all work on the project until the amount due is received.

5. Punctuality

The work will be delivered within the time period specified in the initial contract, unless circumstances beyond the control of Dualsystems lead to unforeseeable delays. The beginning of the time period is defined as the date when Dualsystems receives the initial material from the customer.

The customer accepts that circumstances beyond the control of Dualsystems, including but not limited to, difficulties with subcloning, expression and self-activation problems, may lead to delayed delivery of results. Dualsystems will undertake all reasonable efforts to complete the services within the initial time period stated in the contract. Dualsystems shall not be liable for delays resulting from such circumstances.

6. Provision of initial material by the customer

Initial material is defined as the biological samples transferred from the customer to Dualsystems, including but not limited to nucleic acid fragments, cells or tissues. Dualsystems guarantees that the initial material is only to be used in services as defined in the contract and is not used for any other purposes, nor transferred to any third party.

The customer agrees that the initial material conforms to biological safety regulations as set down by the National Institutes of Health (NIH) of the United States of America. Otherwise the customer shall inform Dualsystems in writing prior to shipment of the initial material. If asked to do so by Dualsystems' employees the customer shall provide Dualsystems with all necessary documents relating to the initial material.

Dualsystems shall not be liable for any errors or delays in the service procedure which may occur due to the customer having provided inadequate or misleading information about the initial material, including but not limited to mislabeling of samples or sequencing errors in nucleic acid fragments. If additional efforts have to be undertaken by Dualsystems due to inadequate or misleading information about the initial material provided by the customer, Dualsystems shall be reimbursed for all expenditures incurred.

7. Delivery of results

At the conclusion of the service procedure, Dualsystems will deliver the results as defined in the service contract to the customer. The customer is responsible for the handling and storage of all results (electronic and hardcopy documents and biological materials) which he receives from Dualsystems upon completion of the service. Unless otherwise agreed, Dualsystems will store relevant documents and data for the time of three months and biological materials for the time of three months, dating from the termination of the contract.

By signing the service contract, the customer acknowledges that screening services (DUALhybrid, DUALmembrane, DUALhunter, Split-TRP and CaptiVate™ services) represent discovery experiments which occasionally may not yield any results. Specifically, a screen may not yield any interacting proteins. In cases where a screen does not yield any interacting proteins despite repeated screening attempts,

Dualsystems will reimburse part of the service fee to the customer. The amount reimbursed will depend on the actual amount of work already carried out by Dualsystems and will be at Dualsystems' discretion.

8. Customer information and access

Dualsystems will inform the customer on a regular basis about the progress of the services.

9. Co-operation with a third party.

Dualsystems maintains the right to seek the co-operation of a third party where it is deemed necessary.

10. Guarantee and liability

Dualsystems makes no warranties, either expressed or implied, of merchantability or fitness for any particular purpose of any information or materials delivered to the customer as part of the service agreement.

11. Unforeseen exigencies

Dualsystems will not be held responsible for failure to deliver goods promptly owing to unforeseen circumstances. These include wars, strikes, boycotts, natural catastrophes or decisions of the authorities which occur after signing of the contract, and which make a prompt delivery of the services impossible.

12. Intellectual property

All results (information and biological materials) generated by Dualsystems in the course of the service belong to the customer and will not be used by Dualsystems.

The processes and methods developed by Dualsystems and the ensuing know-how remain the intellectual property of Dualsystems. They are not, unless otherwise agreed, part of the goods to be delivered. The work done by Dualsystems on behalf of the customer does not imply recognition of the customer's license rights.

13. Discretion

Dualsystems agrees not to use any information or biological materials identified in the course of the service procedure, nor to pass on any information or biological materials to a third party.

Upon request of the customer or after a period of two months after termination of the contract, Dualsystems shall destroy all confidential documents and biological materials related to the services carried out by Dualsystems.

14. Legal position

The contract between Dualsystems and the customer is subject to Swiss Law to the exclusion of UN Rights of Purchase. Possible invalidity of certain clauses of this contract does not detract from the validity of the remainder of the contract.

15. Jurisdiction and performance

The place of jurisdiction in the case of disputes is Zurich, Switzerland.

16. Contact and opt-in

Dualsystems may contact you occasionally, via letter, email or phone, to inform you about new products and special offers or to make you aware of important information relating to its products or services. By purchasing services from Dualsystems, you agree explicitly to this form of contact (opt-in). Dualsystems will not provide your email address to third parties and will use your email address solely for the abovementioned purposes.