

CBG Biotech, Co., Ltd.
Terms and Conditions of Sale

1. **Acceptance of Terms** — By purchasing and accepting delivery of products supplied by CBG ("Products") you/buyer agree to be bound by these terms and conditions (the "Terms and Conditions"). Terms or conditions contained in any order form or other document submitted by you which are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect.
2. **Changes** — Once submitted, any change(s) to your order(s) may be made only with advance written approval of CBG and such changes may require different terms, including a change in the price and/or time of delivery. Once submitted, you may not cancel any order unless cancellation is expressly approved by CBG in writing, which approval may be contingent on your payment of CBG's costs or other charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on CBG by its suppliers, and any other costs resulting from cancellation. A verified bill of costs issued by an officer or other authorized representative of CBG shall be conclusive as to the amount of such costs. CBG reserves the right to cancel any order, in whole or in part, upon your breach of these terms and conditions or your bankruptcy, insolvency, dissolution, receivership proceedings, or upon the occurrence of any event leading CBG to reasonably question your willingness or ability to perform.
3. **Delivery, claims** — All sales will be delivered Ex Works CBG's shipping point unless otherwise noted. If shipping and handling charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of Products to the carrier at CBG's shipping point shall constitute delivery to you and you shall bear all risk of loss or damage in transit. The general method of shipment for each item is listed in CBG's product directory. However, CBG reserves the right, in its sole discretion, to determine the exact method of shipment for any particular shipment. CBG reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve you of your obligations to accept remaining deliveries. Immediately upon your receipt of any Products shipped hereunder, you shall inspect the same and shall notify CBG in writing of any claims for shortages, defects or damages and shall hold Products for CBG's written instructions concerning disposition. If you fail to so notify CBG within ten (10) days after the Products have been received by you, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the you.
4. **Delays** — Any specified delivery dates are estimates only and do not represent a promise by CBG to deliver Products at a date certain. CBG shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond CBG's reasonable control, including, without limitation, unsuccessful reactions, act(s) of you, embargo or other governmental act, regulation or request affecting the conduct of CBG's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices. If any such event continues for longer than 180 days, either party may terminate your order and you will pay CBG for work performed prior to termination and all reasonable expenses incurred by CBG as a result of termination. In the event of delays in delivery or performance caused by force majeure or by you, the date of delivery or performance shall be extended by the period of time CBG is actually delayed or as mutually agreed. If, for reasons other than the foregoing, CBG should default or delay or not deliver Products, your sole remedy against CBG is an option to cancel your purchase order, through prior written notice to CBG.
5. **Security Interest in Unsold Inventory** — To secure your obligation to pay CBG for the purchase of products, you grant to CBG a purchase money security interest in all products purchased from CBG, and in all proceeds thereof. You agree to execute UCC Financing Statements and such other documents as may be necessary from time to time and to otherwise assist CBG in perfecting its security interest, if requested.
6. **Allocation of Products** — If CBG is unable for any reason to supply the total demands for Products specified in your order, CBG may allocate its viable supply among any or all customers (including CBG's distributors) on such basis as CBG may deem fair and practical, without liability for any failure of performance which may result therefrom.
7. **Payment and Interest** — Unless otherwise stated, payment in full shall be made within 30 days of invoice. CBG reserves the right to require an advanced deposit of up to 100% of the purchase price at the time of order or any time prior to delivery as a condition of performance. If for any reason CBG, in its sole and unfettered discretion, deems the ultimate collectability of the purchase price to be in doubt, CBG may, without notice to you, delay or postpone the delivery of the Products and may, at its option, change the terms of payment to payment in full or in part in advance, with respect to the entire undelivered balance of Products. In the event of default by you in the payment of the purchase price or otherwise, CBG, at its option, without prejudice to any other of CBG's lawful remedies, may defer delivery, cancel your order and any other order of you, or sell any undelivered products on hand for the account of you and apply such proceeds as a credit, without set-off or deduction of any kind, against the agreed upon purchase price, and you agree to pay the balance then due to CBG on demand. You agree to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by you in any of the terms hereof. Invoices remaining unpaid after their due date may be subject to an interest charge of 1.5% per month (or the maximum rate allowed by law). You must pay all costs of collection on unpaid amounts, including (without limitation) attorneys' fees and related costs.
8. **Taxes and other charges** — CBG shall not be responsible for the payment of any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between, with the sole exception of any sales taxes invoiced and collected from you by CBG. All other such charges (if any) must be paid by you separately and in addition to the prices quoted or invoiced. In the event CBG is required to pay any such tax, fee or charge, you shall reimburse CBG therefore; or, in lieu of such payment, you shall provide CBG at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
9. **Pricing** — Any quotation provided by CBG is firm only if you place a corresponding order within the time specified on the quote or, if no time period is mentioned, within 30 days. You must request shipment of the entire quantity of Products ordered within 6 months from the date of order, otherwise, CBG's standard prices at time of shipment may apply, at CBG's option, to future deliveries.
10. **Price Changes** — Shipment will be made promptly even if prices have been nominally increased. Price changes will be automatically applied to your invoice. Notwithstanding any price quotation or prices listed by CBG, if at any time prior to delivery CBG's costs of materials have increased by 10% or more, then CBG may cancel any accepted but undelivered orders or condition the continuance of any order on your agreement to a corresponding increase in price.
11. **Warranties** — CBG warrants that its products shall, at the time of delivery, conform to the description of such products as provided to you by CBG through CBG's product directory, performance data or other then-current literature. **THIS WARRANTY IS EXCLUSIVE, AND CBG MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS.** CBG's warranties made in connection with this sale shall not be effective if CBG has determined, in its sole discretion, that you have misused the Products in any manner, have failed to use the Products in accordance with industry standards and practices, or have failed to use the Products in accordance with instructions, if any, furnished by CBG. **CBG'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVED TO CBG'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING SHALL BE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN CBG'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH CBG'S INSTRUCTIONS. CBG SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF CBG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, COST OF CAPITAL, LOSS OF WORK IN PROGRESS, DOWNTIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, ANY LIABILITY OF BUYER TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY CBG'S GROSS NEGLIGENCE. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE AND/OR THESE TERMS AND CONDITIONS. CBG'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCTS THAT GIVE RISE TO THE BREACH. THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF SHIPMENT, REGARDLESS OF THEIR NATURE.**
12. **Buyer's Use of Products** — CBG's Products are intended primarily for recycling purposes and, unless otherwise stated on product instruction manuals, in CBG's product directory or in literature furnished to buyer, are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, or cosmetics for humans or animals or for commercial purposes. Buyer acknowledges that the Products have not been tested by CBG for safety and efficacy in food, drug, cosmetic, commercial or any other use, unless otherwise stated in CBG's literature furnished to you. Buyer expressly represents and warrants to CBG that buyer will properly test, use, manufacture and market any Products purchased from CBG and/or materials produced with Products purchased from CBG in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Buyer further warrants to CBG that any material produced with Products from CBG shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be materials which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce. Buyer realizes that, since CBG's Products are, unless otherwise stated, intended primarily for research and/or recycling purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. Buyer assumes responsibility to assure that the Products purchased from CBG are approved for use under TSCA, if applicable. Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using Products purchased from CBG. Buyer also assumes the duty to warn your employees, those associated with you and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the Products. Buyer agrees to comply with instructions, if any, furnished by CBG relating to the use of the Products and not misuse the Products in any manner. If the Products purchased from CBG are to be repackaged, relabeled or used as starting material or components of other products, buyer agrees that you will verify CBG's procedures of the Products. No Products purchased from CBG shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.
13. **Buyer's Representations and Indemnity** - Buyer represents and warrants that it shall use all products ordered herein in accordance with Paragraph No. 12 "Buyer's Use of Products", and that any such use of products will not violate any law or regulation. Buyer agrees to indemnify and hold harmless CBG, its employees, agents, successors, officers, and from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that CBG may sustain or incur as a result of any claim against CBG based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by buyer, its officers, agents, employees, successors or assigns, by buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of CBG's products, or by reason of buyer's failure to perform its obligations contained herein. Buyer shall notify CBG in writing within fifteen (15) days of buyer's receipt of knowledge of any accident, or incident involving CBG's products which results in personal injury or damage to property, and buyer shall fully cooperate with CBG in the investigation and determination of the cause of such accident and shall make available to CBG all statements, reports and tests made by buyer or made available to buyer by others. The furnishing of such information to CBG and any investigation by CBG of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by CBG.
14. **Resale, Distribution and Export Prohibited** — You warrant to CBG that you will use the Products directly and as permitted by Section 12 above, and you further agree that the Products may not be marketed, distributed, resold or exported by you for any purpose.
15. **Patent disclaimer** — CBG does not warrant that the use or sale of the Products delivered hereunder will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.
16. **Returns** — Products may not be returned for credit except with CBG's permission, and then only in strict compliance with CBG's return shipment instructions. You must obtain advance written authorization from CBG and a written return authorization document in the form then in use by CBG, prior to returning any Products. Certain items and quantities may not be returned for credit or under any circumstances. These items include, but are not limited to: diagnostic reagents, refrigerated or frozen products; reagents and standards which have passed their expiration dates; custom products or special orders; products missing labels, parts, or instruction manuals; and books, computer software and equipment removed from their original packaging. Any returned items may be subject to a 20% processing fee and must be returned within 90 days of purchase.
17. **Technical Assistance** — At your request, CBG may, in CBG's sole and absolute discretion, furnish technical assistance and information with respect to CBG's Products. **CBG MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CBG OR ITS PERSONNEL. ANY SUGGESTIONS BY CBG REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF CBG.**
18. **Miscellaneous** — CBG's failure to strictly enforce any particular term or condition contained herein or to exercise any right with respect to your order shall not constitute a waiver of CBG's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies are cumulative and are in addition to any other rights and remedies CBG may have at law or in equity. Any waiver of a default by you shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any of these terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings herein are for convenience only; they form no part of the Terms and Conditions and shall not affect their interpretation. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.
19. **Governing Law, Disputes** — This contract and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by the laws of the State of Ohio, without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of this Agreement (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the state courts of Ohio of the United States District Court, and the parties to this Agreement hereby accept and submit to the personal jurisdiction of these Ohio courts with respect to any legal actions, suits, or proceedings arising out of this Agreement. Any action brought by Purchaser must be commenced with one (1) year after delivery of goods or completion of services, notwithstanding any statutory period of limitation to the contrary. This contract is not assignable by Purchaser.