

## GENERAL DELIVERY AND EXECUTION CONDITIONS CRYO STORE

### GENERAL PROVISIONS

#### Article 1: Applicability of these general terms and conditions

- 1.1 These conditions apply to all legal relationships between Cryo Store and its client.
- 1.2 The agreement between the client and Cryo Store expressly does not apply to any general terms and conditions to which the client may refer in any way or which may be declared applicable.
- 1.3 The client cannot invoke regulations or provisions insofar as these conflict with these conditions.

#### Article 2: Definitions

In these conditions is meant by:

**Cryo Store:** the private limited company Cryo Store, located at 8501 XJ Joure, at the address Handelswei 1a. Cryo Store is engaged in the storage and logistics of temperature-sensitive products, as well as the development, production and sale of related packaging solutions for the medical, pharmaceutical, biomedical and food industry.  
**Client:** the person who issues an order to Cryo Store for the storage, delivery, purchase or distribution of goods, or the person for whom goods are stored by Cryo Store;

### PROVISIONS REGARDING DELIVERY, STORAGE, STORAGE, PACKAGING, DISTRIBUTION AND DELIVERY

#### Article 3: Written record

- 3.1 All agreements, quotations, regulations regarding storage, storage, handling and delivery of goods must be recorded in writing.
- 3.2 Cryo Store is only bound by verbal or telephone announcements or agreements if immediate written confirmation has been followed, unless agreed otherwise.

#### Article 4: Description of business and provision of information

- 4.1 The operation of goods and regulations regarding storage, custody, distribution, packaging and handling must be provided, stating a correct and complete written description of the goods and furthermore all details that the agreement is not or not would have been closed under the same conditions if Cryo Store had been aware of the true state of affairs.
- 4.2 If goods are subject to customs and duties provisions or to tax regulations or other government regulations, the client must provide all information and documents that are necessary in connection with this in time, in order to enable Cryo Store to make the relevant statement to comply with those provisions or regulations.

#### Article 5: Rights, costs and taxes

- 5.1 All freight, cash on delivery, taxes, duties, contributions, levies, fines and / or other charges or costs, by whatever name, related to the goods, that must be paid on arrival or afterwards, will be borne by the client and must be paid or reimbursed by the client at the first request of Cryo Store or reimbursed, irrespective of whether these items are not yet present on the site or have left them.

#### Article 6: Client liability

- 6.1 The client is liable to Cryo Store and / or third parties for damage resulting from incorrect and / or fraudulent and / or incomplete descriptions, indications or notifications, as well as for damage resulting from defects that were not previously communicated to the goods and / or on the packaging, even if this damage occurred without fault. If the weight and dimensions are not or incorrectly specified, the client is liable for all damage resulting from this.
- 6.2 The client is liable for all damage caused by not / not timely / not properly complying with any obligation imposed on them by these conditions, insofar these conditions have not already been included in the arrangement.
- 6.3 Without prejudice to the above, the client will indemnify Cryo Store against claims from third parties, or indemnify Cryo Store for damage paid or owed by third parties or paid or owed to third parties, including subordinates of both Cryo Store and the client who are related with the nature or condition of the stored goods.

#### Article 7: Refusing an assignment

- 7.1 Cryo Store is entitled to refuse an order for storage and / or storage and / or distribution without giving any reason. If Cryo Store has accepted the order, the agreement can only be broken with the consent of both parties.

#### Article 8: Delivery and receipt

- 8.1 Delivery to and receipt by Cryo Store takes place by handing over the goods by the client and receipt by Cryo Store, at the location of the storage.
- 8.2 Delivery to and receipt by the client takes place upon delivery of the goods by Cryo Store and receipt thereof by the client, at the location of the storage.

#### Article 9: State of affairs on arrival

- 9.1 Unless otherwise indicated, goods must be delivered to Cryo Store in good condition and, if packaged, in a well-packaged condition.
- 9.2 If the item sent to Cryo Store is on arrival in a damaged or defective condition that is externally visible, then Cryo Store will be entitled, but not obliged, at the expense and risk of the client, act in Client's interest towards the carrier, or other parties and provide the evidence of the situation, independent of how Cryo Store has performed this task, the client can derive any right towards Cryo Store. Cryo Store will immediately send the client a message, although omission of the message will not be a reason to assert any claim against Cryo Store.
- 9.3 Cryo Store does not owe any compensation in this respect and the client is liable for all costs and damage incurred by Cryo Store, resulting from the delivery for storage, from the storage itself or from the measures, unless these costs and damage or the necessity to take such measures, are the exclusive consequence of faults on the part of Cryo Store.
- 9.4 By taking measures, the agreement with regard to the items listed ends, but only after delivery if these are still delivered.

#### Article 10: Start of the execution of the assignment

- 10.1 With the execution of accepted assignments of goods, unless agreed otherwise or special circumstances prevent this, Cryo Store will start as soon as possible after acceptance of the assignment and after receipt of the necessary documents, data and handling instructions.

#### Article 11: Late delivery, irregular delivery or collection

- 11.1 If the client has been informed by Cryo Store that goods will be delivered to Cryo Store for storage in a specific quantity and / or at a specific time or that goods to be delivered will be collected in a specific quantity and / or at a specific time and if in such a case the client does not deliver or take delivery of the goods on time and regularly, the client is obliged to reimburse the costs resulting from this for Cryo Store because workers and equipment that were ordered by Cryo Store for the execution of the relevant assignment and / or classified, are not or not fully utilized.

#### Article 12: Working hours

- 12.1 Delivery of goods to and collection of goods from the storage place must take place during the working hours applicable to the staff of Cryo Store, unless otherwise agreed.

#### Article 13: Damage / loss of things

- 13.1 All actions and activities take place at the expense and risk of the client, unless otherwise stipulated in these conditions.
- 13.2 Cryo Store is not liable for any damage, unless the client proves that the damage was caused by the fault or negligence of Cryo Store or its subordinates.
- 13.3 In case of damage and / or loss due to theft with forced entrance, Cryo Store is deemed to have used sufficient care if it has ensured that the storage place is properly closed.
- 13.4 Cryo Store is not responsible or liable for the consequences of instructions given by the client or third party acting on behalf of or on behalf of the client, which deviate from the implementation referred to in the agreement.
- 13.5 Should it be established on the basis of the statutory provisions that Cryo Store is liable, this liability will at all times be limited to the insurance or reasonably insured part.
- 13.6 Liability is excluded for non-insured or reasonably insurable part of the damage.
- 13.7 If on the side of Cryo Store there is question of liability and it has not insured itself against the financial consequences thereof, or could not reasonably have insured, the liability of Cryo Store will at all times be limited to the amount invoiced regarding the order.
- 13.8 Cryo Store is never liable for damage to the item itself and is never liable for lost profit, consequential damage and intangible damage.
- 13.9 Cryo Store is not liable for damage resulting from the fulfillment of transport and / or customs formalities.

#### Article 14: Special way of handling cases

- 14.1 Cryo Store is not obliged to take any measure with regard to the items received for safekeeping or the packaging hereof, other than those that are considered normal for the safekeeping of the items concerned.
- 14.2 Cryo Store is only obliged to take special measures if they have been agreed.
- 14.3 However, Cryo Store is entitled to take a measure immediately, at the expense and risk of the client, including cleaning up, removing, destroying or otherwise rendering harmless, if by neglecting this loss and / or damage to the goods themselves or to other goods, or to the storage place or to tools, or disadvantage for persons is to be feared or if the taking of measures for other reasons is required or indicated, at the discretion of Cryo Store. Cryo Store will immediately notify the client of the measures taken, without it being able to assert any claim against the storage

company on the grounds of non-compliance with this obligation.

- 14.4 Without prejudice to the provisions in the previous paragraph, the client is obliged to indemnify Cryo Store against claims from third parties on account of damage caused by clients to goods of third parties.

#### Article 15: Business insurance

- 15.1 Unless expressly agreed in writing with the client, Cryo Store is not obliged to take any insurance for the goods. If it has been agreed between Cryo Store and the client that Cryo Store will take insurance for the goods at the expense of the client, Cryo Store has the right, at its own discretion, to take the agreed insurance in the name of the client, or put under an insurance policy of Cryo Store. The amount to be insured will be the amount specified by the client. With regard to the insurance, Cryo Store will in all cases only be regarded as an intermediary, without any liability, not even for conditions stipulated with the insurer (s) or for the soundness or solvency of the insurer (s).

#### Article 16: Custody fee calculation upon destruction of the goods

- 16.1 In the event of destruction of the goods held by Cryo Store due to fire or otherwise, the day of destruction will be considered the day of delivery and the custody fee, and if the goods are insured through Cryo Store, the insurance premium and - costs calculated in full months, payable up to and including that day.

#### Article 17: Repossession

- 17.1 The client can at any time take back the items given for storage and safekeeping against payment of what Cryo Store has to claim from him (in the broadest sense) and with due observance of the provisions of these conditions.
- 17.2 The storage fee - and if the goods are insured through Cryo Store through insurance premiums and costs - is always calculated in full months, part of a month counting for a full month.
- 17.3 If a fixed term of storage has been agreed, Cryo Store cannot demand that the client takes back the item before the agreed time has expired.
- 17.4 If no term of storage has been agreed or if the agreed term of storage has expired, Cryo Store may demand the return with a notice period of one month, but not within three months after the start of the storage.
- 17.5 In case of force majeure, the agreement remains in force, however the obligations of Cryo Store are suspended for the duration of the force majeure. All additional costs incurred by Cryo Store for the execution of the assignment, which are caused by force majeure, will be borne by the client. Force majeure applies to all circumstances that Cryo Store could not reasonably have avoided and of which Cryo Store could not reasonably have prevented the consequences.

#### Article 18: Payment

- 18.1 All amounts that Cryo Store can claim from the client, for whatever reason, such as: storage fee, insurance premium and costs, rent, distribution costs, disbursements, storage and delivery fees, expenses incurred and costs incurred or activities, packaging costs, clean-up costs, etc. in or after a fire or otherwise, extraordinary expenses, extra wages, taxes, duties, levies, fines, interest, etc., are immediately due and payable. If Cryo Store uses a payment term, the aforementioned amounts are immediately due and payable as soon as the payment term has expired.
- 18.2 Without prejudice to the provisions of the previous paragraph, the client is obliged to promptly pay the storage fee owed, as well as costs for distribution, within the period applicable between the parties.
- 18.3 If the client does not immediately pay the amounts that Cryo Store has to claim from the client, Cryo Store is entitled to charge the statutory interest.
- 18.4 If, in the event of late payment, collection is made by judicial or other means, the amount of the claim will be increased by 10% administration costs, while the judicial and extrajudicial costs will be borne by the client.

#### Article 19: Right of retention and pledge

- 19.1 Cryo Store has a right of pledge and a right of lien against anyone who demands delivery thereof on all goods, documents and monies that Cryo Store has or will have for any reason and for whatever purpose, for all claims that it is charged to the client and / or owner has or may have.
- 19.2 Cryo Store can also exercise the rights granted to it in paragraph 1 for what it still owes from the client in connection with previous assignments.
- 19.3 Cryo Store will consider anyone who entrusts goods to Cryo Store for the benefit of the client to perform work as authorized by the client to establish a right of retention and pledge on these items.
- 19.4 In the event of non-payment of the claim, the sale of the collateral will take place in the manner specified by law or - if there is agreement on this - privately.

#### Article 20: Complaints

- 20.1 If the goods are made available by Cryo Store, it is considered that the client has received the items in good condition, unless evidence to the contrary is provided. The client or another person on behalf of the latter needs to make the reservations known to Cryo Store, in which the general nature of the loss or damage is indicated, and if it concerns visible losses or damage, at the latest at the time of the making available, or, if it concerns invisible losses or damage, within one working day after making it available. The above reservations must be made in writing, if it concerns invisible losses or damage.

#### Article 21: Transfer or transfer of business

- 21.1 Transfer or transfer of ownership of goods present at Cryo Store, or the transfer or transfer of the right to delivery thereof, by a client to a third party, is invalid towards Cryo Store and has no legal consequences against Cryo Store, nor is acknowledged by Cryo Store, unless all claims that Cryo Store has for whatever reason against the original and / or transferring client have been paid.
- 21.2 The original and / or transferring client remains liable to Cryo Store for all claims of Cryo Store with regard to or in connection with the storage and / or work performed with regard to those goods, even if these have been carried out after the transfer of ownership or transfer of ownership, respectively after the transfer or transfer of the right to extrajudicial.
- After the transfer or transfer of ownership or the right to delivery of the goods, the new entitled party will be considered the principal and, in addition to his legal predecessor, he will be jointly and severally liable for all the above claims, also insofar as these arose before the transfer or transfer.

#### Article 22: Issuance of storage certificates

- 22.1 Cryo Store can issue a storage certificate to the client at his request, stating the goods he has given to the storage company for safekeeping.

#### Article 23: Retention of title and pledge

- 23.1 After delivery of goods that are the property of Cryo Store, Cryo Store remains the owner of the delivered goods as long as the client:
  - a. fails or will fall short in the fulfillment of its obligations under this agreement or other types of agreements;
  - b. does not or will not pay for work performed or yet to be performed under such agreements;
  - c. has not paid claims arising from non-compliance with the aforementioned agreements, such as damage, penalty, interest and costs.
- 23.2 As long as a retention of title rests on the delivered goods, the client may not encumber them outside its normal business operations.
- 23.3 After Cryo Store has invoked its retention of title, it may retrieve the delivered goods. Client allows Cryo Store to enter the place where these items are located.
- 23.4 If Cryo Store cannot invoke its retention of title because the delivered goods have been mixed, deformed or checked, the client is obliged to pledge newly formed goods to Cryo Store.

#### Article 24: Applicable law

- 24.1 All agreements between Cryo Store and the client are governed by Dutch law and unless otherwise stated in these conditions, the provisions of civil law, relating to safekeeping, apply in general and according to circumstances.

#### Article 25: Disputes

- 25.1 All disputes, which between Cryo Store and its client respectively, will be decided before the District Court of Leeuwarden.

#### Article 26: Deposited conditions

- 26.1 These conditions have been filed with the Chamber of Commerce in Leeuwarden under O1132538 dated 25 May 2011. They will be sent on request.

#### Remark:

- This document is a translation. The original Dutch document applies at all times.