

PEARL BIOSYSTEM SAS is a simplified joint stock company, incorporated under French law, having its registered office at 11 rue des Tilleuls 67205 Oberhausbergen, France, registered with the Strasbourg Trade and Companies Register under number 910 499 284. PEARL BIOSYSTEM SAS is a pioneering company producing “in perlo™” 3D Cell Culture kits to be used for scientific purposes.

## **SCOPE OF APPLICATION**

1. In accordance with Article L 441-6 of the French Commercial Code, these general terms and conditions of sale ("GTC") constitute the sole basis of the commercial relationship between the Parties. They apply to all sales by PEARL BIOSYSTEM SAS to its customers.
2. The T&Cs are attached to each order. Any deviations from these T&Cs negotiated between the Parties must be the subject of a written agreement prior to their application, validated by PEARL BIOSYSTEM SAS.

## **INTELLECTUAL PROPERTY**

PEARL BIOSYSTEM SAS informs that “in perlo™” 3D Cell Culture kits are covered by one or more patents and pending patent applications.

## **ORDER**

To be considered an ORDER, the offer or quote must be accepted in writing, including emails, and received by PEARL BIOSYSTEM SAS before the end of the validity of the offer.

## **TRANSPORT**

The CUSTOMER is responsible for shipping.

## **PRICES AND PAYMENT**

Taxes: All prices are exclusive of taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by the Customer. Customer has no right to return kits. Customers shall pay all invoiced amounts within thirty (30) days from the date of PEARL BIOSYSTEM SAS's invoice. PEARL BIOSYSTEM SAS reserves the right to require Customer to make full or partial payment in advance or otherwise provide security to PEARL BIOSYSTEM SAS's satisfaction. PEARL BIOSYSTEM SAS shall be entitled to charge statutory interest on late payments without an obligation on PEARL BIOSYSTEM SAS to provide prior notice of its intent to charge such interest.

## **FORCE MAJEURE**

PEARL BIOSYSTEM SAS cannot be held responsible if the non-performance or delay in the performance of any of its obligations results from a case of force majeure.