

All quotations and sales made by Cellon S.A. are made on the following terms and conditions.

1. Terms and conditions of sale.  
These terms and conditions shall apply to all sales of products by Cellon ('Seller') to Buyer. All conflicting or additional terms and conditions shall be disregarded unless Seller otherwise agrees in writing.
2. Shipment.  
Seller will ship by the method it deems most advantageous. Transportation charges will be prepaid and invoiced to Buyer unless specifically requested by the Buyer. All sales are FCA Luxembourg. Title and risk of loss passes to Buyer upon delivery to the carrier in good order. Dates indicated for delivery represent Seller's best estimates only. Seller shall not be liable for any loss or damage to Buyer because of any delay in delivery.  
The cost of packaging is normally included in the invoiced price. Where special packaging, koolpacks or dry ice are required, a charge will be made to cover such extra expense.
3. Payment.  
All invoices are due and payable thirty (30) days from date of invoice and all payments shall be made to Seller at its offices in Luxembourg. Buyer agrees to adhere to the 2011/7/EU late payment directive. Seller reserves the right at any time to discontinue credit and require payment prior to shipment. Prices for shipments outside Luxembourg do not include federal, state or local sales or other taxes now or hereafter enacted which are applicable to the goods sold. TVA/VAT will be charged at the appropriate rate on sales inside Luxembourg. All bank charges incurred through the payment of invoices are the sole responsibility of the Buyer.
4. Returns.  
Requests to return are subject to approval by the Seller before any goods may be returned. This request shall state the reason for return as well as any identifying numbers (such as catalog number, lot number, purchase order number and invoice number). All goods shall be returned in the original undamaged containers and in such manner to preserve them from spoilage. Returned goods may be subject to a restocking charge.
5. Limitation on use; Disclaimer of warranty and liability.  
Buyer shall use the goods only in accordance with Seller's instructions printed on each container or specification sheet  
Seller makes no express or implied warranties concerning the goods, including but not limited to any implied warranty of merchantability or fitness for any particular use.  
In no event shall Seller be liable for any incidental or consequential damages arising out of or in connection with the use of the goods sold to the Buyer.
6. Deposits and advance payments.  
Deposits and advance payments are not refundable in the event that the Buyer cancels their order prior to shipment.
7. Applicable Law.  
These terms and conditions shall be governed by the laws of Luxembourg.

CELLON Bank Details:

**BGL BNP PARIBAS S.A.**  
50 Avenue JF Kennedy  
L-2951 Luxembourg

CELLON Accounts – Iban Number :

EUR : LU 340030352211380000  
USD : LU 580030352211482000  
GBP : LU 700030352211533000

Swift Code: BGLL LULL

CELLON S.A.  
ZAE Robert Steichen  
16, rue Héierchen  
L-4940 Bascharage  
VAT Id. no.: LU 17431048  
Register of Commerce no.: B25789