

General Transport Conditions

1. Basic regulations

- a. These General Transport Conditions (hereinafter referred to as "GTCs") govern the mutual rights and obligations in contractual relations arising from the Transport Agreement of Reproductive Cells (hereinafter referred to as "the Transport Agreement") concluded between BioCouriers s.r.o., CIN 07317549 as a carrier (hereinafter referred to as "the Carrier") and the applicant, who may be both an individual and a legal entity (hereinafter referred to as the "Applicant").
- b. The discrepant arrangements included in the individual Transport Agreement concluded between the Carrier and the Applicant take precedence over the wording of these GTCs. Legal relationships expressly not governed by these GTCs and the individual Transport Agreement between the Carrier and the Applicant are governed by the relevant laws of the Czech Republic. The slight variants of the Czech law system and international conventions are excluded from the application to the highest extent possible.

2. Definition of terms

- a. *Cells or Consignment* – the patient's cells to be transported from the place of dispatch to the intended place of delivery on the basis of the Transport Agreement .
- b. *Transport Container* – a container owned by the Carrier used to maintain the quality and viability of cells during the transport period, but which is not considered to be packaging or a part of a consignment and which contains liquid nitrogen or its vapours maintaining the temperature in the container deep below freezing point.
- c. *Dispatch Point* – a facility which hands the Consignment over to the Carrier for transport at the place of dispatch.
- d. *Receipt Point* – a facility which receives the Consignment from the Carrier at the place of delivery.
- e. *Cooperating Institution* – a facility, which requests the transport of Consignment and signs Cooperation Agreement, on which's base the Carrier transports tissues and cells for Cooperating Institution.
- f. *Applicant* – a person, which pays a transport fee for the transport.

3. Conclusion of Transport Agreement

- a. Prior to the conclusion of the Transport Agreement, the Carrier and the Applicant usually in writing, via e-mail or telephone inform each other about the conditions of transport and the estimated amount of freight. Based on the information provided, the Carrier shall send the Applicant a proposal for an individual Transport Agreement (hereinafter referred to as "Proposal") together with these GTCs. The Applicant shall, if they agree with the Proposal without reservation, sign and send the draft back to the Carrier's address. The individual Transport Agreement will be concluded at the time when the Carrier receives all the documents in accordance with the previous sentence. For the purposes of concluding the Transport Agreement, a scan of the signed document sent via e-mail will be considered as a written form too.

4. Receipt of Consignment for Delivery

- a. Having the conditions of the Transport Agreement for the transport itself being fulfilled (e.g. payment of freight, etc.), the Carrier shall deliver an empty transport container to the Dispatch Point within an adequate period of time in order to insert the Cells into the container and perform final preparations of the Consignment for Delivery.
- b. The Dispatch Point shall, in a professional manner, check that the transported Cells are moved into a suitable, functional and undamaged transport container which is suitable for transporting the biological material and which should be able, for as long as necessary, to ensure sufficient conditions to maintain the quality of the Cells. The Dispatch Point shall be liable for any damage to the container during the loading of the Cells as well as the Receipt Point when handing over of the Cells.
- c. Unless agreed otherwise, the Applicant is obliged to ensure that the Consignment is prepared by the Dispatch Point to be taken over by the Carrier no later than 3 hours from the delivery of the empty shipping container to the place of dispatch. If the Applicant fails to do so, the Carrier shall be entitled to compensation for all damages and costs incurred by the delay of the Dispatch Point with the preparation of the Consignment for Delivery. The adequate and negotiated duration of the transport is extended and at a delay exceeding 24 Hours, the Carrier may withdraw from the individual Transport Agreement.
- d. The Carrier shall, upon receipt of the Consignment, sign a report confirming the handing over and taking over of the Consignment for the Dispatch Point (hereinafter referred to as the "Confirmation of Acceptance and Delivery"), of which a copy is to be retained.
- e. The Carrier is entitled to check only the number of transported ampoules/straws in cooperation with the Dispatch Point upon receipt of the Consignment. The Carrier also checks the apparent integrity of the Consignment package (ampoules). In case any defect is discovered upon inspection, the Carrier shall immediately notify the Dispatch Point and is not liable for any damage caused as a result of the defects reported, or is obliged to accept the Consignment.

- f. The Carrier is not obliged and must not examine the quality of the Cells upon receipt of the Consignment. If the Cells appear to have been damaged or destroyed, or they have been replaced before the moment of their takeover by the Carrier, the Carrier bears no responsibility for this.
- g. The Applicant shall, at their responsibility and expenses, ensure that the Dispatch Point informs the Carrier about the specific conditions which must be complied with in respect of the type of Consignment transported. If the Applicant fails to do so, they shall be liable for any damage that would result from the breach of that obligation.
- h. The Carrier shall also transport all documentation concerning the transported Cells, which shall be forwarded to them by the Dispatch Point together with the Consignment (hereinafter referred to as the "Documents"). The Applicant shall, at their responsibility and expenses, ensure that the Dispatch Point collates all documents in one piece and place them in a package suitable for transport to prevent them from being damaged or destroyed by normal handling of the Carrier during transport. The Documents shall be packaged in a way to prevent them from information leakage. If the Documents are not ready to be transported in the appropriate state, the Carrier shall be entitled to refuse their transport together with the Consignment.
- i. If the Carrier takes over the Documents in a state which does not comply with the requirements of the previous point, they shall state their objections in the Confirmation of Acceptance and Delivery, and in such case the Carrier is not liable for (even partial) loss or damage to the Documents, or any leakage of information.

5. Transport Performance and Transport Conditions

- a. The Carrier shall perform the transport without delay after receipt of the Consignment at the place of dispatch.
- b. The Carrier makes a commitment to perform the transport with professional care. The specific conditions of Transport Agreement which the Carrier is obliged to comply with during transport are stated in the individual Transport Agreement. Unless specified otherwise, the Carrier shall be obliged to minimise sharp impacts and vibrations during transport; to not expose the container to extreme temperatures over a longer period of time; to check the temperature inside the container during transport; to not expose the container to obvious sources of radioactive radiation.
- c. The Carrier shall usually perform the transport using their own means of transport. The Carrier undertakes to ensure, that the Consignment is constantly kept under the supervision of the Carrier (the person performing the transport).
- d. The Applicant is entitled to dispose of the Consignment, in particular they may require that the Carrier stops the shipment or changes the place of delivery (modification of the Receipt Point). In such case, all costs incurred by amending the Applicant's instructions shall be reimbursed to the Carrier.
- e. The change of the Applicant's instructions may be given to the Carrier in writing or by email in the form of a scan of the signed document. Otherwise, the Carrier is entitled to deliver the Consignment to the original place of delivery. In this case, the original instructions of the Applicant which are negotiated in the Transport Agreement remain in force.

6. Consignment Handover at the Place of Delivery

- a. Carrier shall hand over the Consignment including the enclosed Documents, alternatively other documents specified in the Transport Agreement (e.g. the temperature record in the Shipping Container during transport) to the Receipt Point at the place of delivery. The Receipt Point shall then confirm the receipt of the Consignment in the Confirmation of Acceptance and Delivery. If the Receipt Point refuses to sign the Confirmation of Acceptance and Delivery the Carrier shall not be obliged to hand over the Consignment.
- b. In the event that the Receipt Point refuses to sign the Confirmation of Acceptance and Delivery or for any reason without the fault of the carrier at the place of destination, does not accept the Consignment or the Consignment cannot be delivered within the agreed period (e.g. refusal to accept, change of headquarters office, etc.), the Carrier is obliged to inform the Applicant and the Dispatch Point of this fact. In such case, the Dispatch Point shall be obliged to accept the Consignment immediately at the place of dispatch. The Receipt Point is obliged to pay all costs incurred by this situation to the Carrier (in particular the cost of shipping of the Consignment back to the place of dispatch).
- c. The Carrier is obliged to deliver a copy of the Confirmation of Acceptance and Delivery by email to both the Dispatch and Receipt Point.
- d. The Carrier shall inform the Applicant of the handover of the Consignment at the place of delivery within a reasonable time.

7. Freight and Method of Reimbursement

- a. The amount of freight is, as agreed with the Carrier and the Applicant, listed in the individual Transport Agreement.
- b. Unless negotiated otherwise, the freight will be paid in advance on the basis of a pro-forma invoice issued by the Carrier immediately after the conclusion of the Transport Agreement. Unless agreed otherwise, the freight is due within 30 days from the date of the pro-forma invoice. In the event that the Applicant is late with the

freight payment as well as with other payable claims of the Carrier incurred on the basis of these GTCs or the Transport Agreement, the Carrier shall not delay the transport.

- c. The freight shall be deemed to have been paid at the moment of its crediting to the Carrier's account indicated on the invoice. All payments received will always be determined in advance to cover possible contractual penalties, interest and other accessories of receivables.
- d. In the event that the Applicant is late with a payment (even partial) of the freight or other claims of the Carrier according to these GTCs or the Transport Agreement, the Applicant is obliged to pay a contractual penalty of 0.2% of the amount due for each commenced day of delay. However, the Applicant's obligation to pay the contractual penalty is without prejudice to the right of the Carrier for damage compensation.

8. Liability for Damage

- a. The Carrier shall be liable for the loss of the Consignment or its damage originating from the time of takeover of the Consignment for transport (from the moment of signature of the Confirmation of Acceptance and Delivery) until the moment of its handover to the Receipt Point at the place of delivery, unless stated otherwise in these GTCs (art. IV par. 5, art. IV par. 6, art. IV par. 7, art. VI par. 2) or the Transport Agreement.
- b. The Carrier shall also be liable to the Applicant for exceeding the delivery period.
- c. The Carrier is exempt from liability according to the previous two points provided that the loss of the Consignment, its damage or exceeding the delivery period was due to the change of the instructions of the Applicant (see art. V par. 4) or as a result of force majeure (vis maior). In particular, war, strike, lockout, traffic accident, flood, earthquake, or other natural disaster, intervention of State authority, delays of State or self-governing bodies, etc. are regarded as force majeure for the purposes of this agreement.

9. Withdrawal from Contract

- a. The Applicant is entitled to withdraw from the individual Transport Agreement only in the following cases:
 - In the event of the delay of the Carrier with the takeover of the Consignment or its delivery to the destination by more than 10 working days
- b. The Carrier is entitled to withdraw from the individual Transport Agreement only in the following cases:
 - the Applicant shall not pay the freight within 10 days of maturity;
 - the Applicant (or the Dispatch Point) shall be delayed with the handover of the Consignment to the Carrier, as well as the Applicant (or the Dispatch or Receipt Point) shall not comply with, in the Carrier's opinion, the conditions stated in the Transport Agreement or the conditions of the Czech or European legislation for the treatment of human tissues and cells;
 - If there is no doubt that the Applicant, the Dispatch Point or the Receipt Point is guided by an enforcement, insolvency or other similar procedure or The Applicant, the Dispatch Point or the Receipt Point shall enter into liquidation; Or
 - If there is no doubt that for reasons of force majeure (as defined above) the Carrier will not be able to carry out the transport within the agreed period.

10. Other Regulations

- a. The Applicant is not authorized to assign any possible claims for the Carrier to a third party without the Carrier's express written consent or unilaterally offset the claims against the Carrier's claim.
- b. Any notice, written confirmation, invitation, reminder or withdrawal shall be sent to the other Contracting Party in writing to the address specified in the Transport Agreement and shall be deemed to have been delivered on the day of their delivery. If, however, the document has failed to be delivered, the day of delivery shall be deemed to be the date on which the service at the address indicated in the contract was refused, or the date on which the document was returned to the sender as unclaimed or undeliverable.
- c. Provided the Transport Agreement is concluded in multiple languages, the Czech version of the agreement shall prevail in case of discrepancies between the different language versions.
- d. Any changes or additions to the Transport Agreement may only be made in writing in the form of sequentially numbered appendices signed by both contracting parties.
- e. Any disputes that may arise from this agreement will be settled in the Czech court with the relevant location of the Carrier's registered office.
- f. In the event that any regulation of these GTCs becomes invalid or ineffective, the other regulations of these GTCs shall remain in force and effect.