

**Agreement on Supply of Goods**

Between

**ProSpec-Tany TechnoGene Ltd.**  
Rehovot Science Park P.O Box 398,  
Rehovot 76103, Israel  
(hereinafter: "ProSpec")

And

**Shanghai Gaochuang Chemical Co.,Ltd**  
**Room 602,11#,1890,Qixin Rd,Shanghai,China**  
(hereinafter: Shanghai Gaochuang Chemical)

**WHEREAS** ProSpec markets recombinant proteins, peptides and antibodies for laboratory research use (hereinafter: the Products);

**WHEREAS** the Purchaser is a retailer of the Products and obtains all necessary approvals and licenses to perform this activity according to the applicable legislation;

WHEREAS the Purchaser wishes to purchase Products from ProSpec for retail sale to research institutes and/or biotechnology companies, on a regular basis, according to Orders issued by the Purchaser,

And

WHEREAS ProSpec wishes to sell Products to the Purchaser,

It is hereby agreed as follows:

**1. Duties of the Purchaser**

- A. The Purchaser may resell Products purchased from ProSpec using ProSpec's original package and/or its own brand name and responsibility.
- B. The Purchaser may resell the Products ONLY to research institutes and/or biotechnology companies, under an explicit condition that they would be used solely for laboratory research.
- C. The Purchaser shall comply with all relevant laws, regulations, standards and other rules applying to the importation, distribution and sale of the Products in the relevant territory and obtain and maintain all relevant licenses or permits required for these activities.

**2. Violation of Purchaser's Duties**

Any failure of the Purchaser to meet its duties as specified in Sec. 1 above shall constitute a material breach of this Agreement and shall grant ProSpec the right to cancel this agreement immediately without any compensation to the Purchaser, and to stop the supply of Products to the Purchaser, apart from any other remedy that ProSpec may have under the law.

### **3. Pricing policy**

ProSpec sells the Products at a fix rate, which derived from a discounted catalog, henceforth "Purchaser Catalog".

The Purchaser is free to dictate his own pricing strategy, however, ProSpec urges the Purchaser to maintain a competitive pricing policy.

All prices are listed in US currency.

Prices are subject to change with a 30-day preliminary notice.

### **4. Placing an Order**

Order placement will be made through a formal fax/email PO on company letterhead.

Order format will be clear and precise and will contain all necessary order details.

The Purchaser will grant ProSpec a five-day period until expected delivery.

ProSpec shall promptly notify the Purchaser whether it anticipates any difficulty in fulfilling the forecasted requirements and will indicate a foreseeable time of delivery.

### **5. Shipping**

Shipping and handling costs are prepaid and added to the invoice. ProSpec reserves the right to select the packaging and shipping method for Purchaser's order, which will ensure the stability of product and also efficient tracing. All orders will normally be shipped FCA by FedEx Intl Priority mail unless explicitly asked otherwise. Any damage during shipment is covered by the warranty provided in this Agreement.

All occurred taxes imposed by any governmental authority are the responsibility of the purchaser. In the event that ProSpec is required to pay any such tax, fee or charge, the Purchaser shall reimburse ProSpec within 30 days upon delivery of merchandise.

The purchaser is liable for risk of loss of the goods and or damage of the goods when using his courier account.

### **6. Warranty and Liability**

The Products are furnished For Laboratory Research Use Only. They may not be used as Drugs, Cosmetics, Agricultural or Pesticidal Products, Food Additives, or Household Chemicals.

ProSpec TechnoGene warrants that the Products conform to the specifications as given in the Certificate of Analysis for each product.

**PROSPEC DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THESE PRODUCTS. IN PARTICULAR, PROSPEC DOES NOT MAKE ANY WARRANTY OF SUITABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT. IN NO EVENT SHALL PROSPEC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

Should any product fail to perform as warranted or for any other claims arising from or related to the purchase of Products according to this Agreement, ProSpec's liability and the purchaser's remedy are strictly limited to the purchase price or replacement, at ProSpec-Tany's sole discretion, of the Product.

The above referred remedy shall be the sole and exclusive remedy to the exclusion of any and all other remedies including, without limitation, claims for indirect or consequential damages.

### **7. Indemnification**

The Purchaser agrees to indemnify, defend and hold ProSpec, its directors, officers, shareholders, employees, representatives and assignees (collectively, "Affiliates") harmless from and against any and all costs, liabilities, losses, and expenses resulting from any claim, suit action, or proceeding brought by any third party against ProSpec or its Affiliates alleging or arising from or related to any breach of this Agreement by the purchaser.

#### **ProSpec - Tany TechnoGene Ltd.**

Rehovot Science Park, | Tel: +972-8-9471175 | USA Toll Free Phone: 866-245-0885 | Europe Toll Free Phone: 00-800-800-66666 | info@prospec.co.il  
Po.Box 398, Rehovot 76103 Israel | Fax: +972-8-9460534 | USA Toll Free Fax: 866-796-4944 | Europe Toll Free Fax: 00-800-800-67890 | www.prospec.co.il

**8. Terms of Payment**

Orders below the sum of \$10,000 USD (Ten Thousand dollars) will be paid no more than 30 days from date of merchandise delivery.

Orders between & above the sum of \$10,000-\$20,000 USD (Ten Thousand dollars- Twenty thousand dollars) will be paid 50% prior to the delivery and 50% 30 days from date of merchandise delivery.

Payment will be made in US dollars for the full amount, including all associated handling charges. The accepted methods of payment are listed in order of preference:

- Credit Card: MasterCard, VISA & American Express
- Checks
- Electronic fund transfer

ProSpec-Tany TechnoGene's Bank account information  
Account Number: **636636**  
Bank Hapoalim (Bank code 12), Rehovot Branch (Branch number 615),  
179 Herzl St. Rehovot 76110, Israel.

**9. Termination**

This Agreement is valid for 24 months. Both parties have the right at any time to terminate this Agreement with a preliminary 60-day notice.

**10. Choice of Law and Jurisdiction**

This Agreement shall be governed by the Israeli law. The competent courts in Tel-Aviv, Israel, shall have exclusive jurisdiction on any dispute regarding the interpretation of this agreement or any other claims arising from the relationship between ProSpec and the Purchaser.

**11. Miscellaneous**

- A. All notices and other communications given or made in relation to this Agreement:
  - 1) Shall be in English and in writing
  - 2) Shall be delivered by first class registered post, facsimile or e-mail. If sent by facsimile, only a complete and legible copy of the communication has been received at the appropriate address.
  - 3) No variation to this Agreement shall be effective unless in writing and signed by or on behalf of both parties.
- B. This Agreement constitutes the entire agreement between the parties with respect to the supply of the Products. In the event that there is a conflict between this Agreement and any Product Order or its Terms and Conditions, this Agreement shall prevail.

Agreed and signed as of this 28 day of December 2012 by:

*Nadav amarant*

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ProSpec – Tany TechnoGene Ltd.

By: Nadav Amarant

Title: Managing Director

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**Shanghai Gaochuang Chemical Co.,Ltd**

By: Fan Zhenxiang

Title: Manager

## Terms and Conditions

By opening the package of the product ordered from ProSpec-Tany TechnoGene Ltd. (Hereinafter: "ProSpec"), I accept the following terms and conditions:

- 1. Price and Sales Tax**  
The price of the product as indicated in the attached invoice includes all shipping and handling costs. The purchaser is solely responsible for any applicable sales, use, or similar tax and agrees to indemnify ProSpec for any such tax if not properly paid by it.
- 2. Shipping**  
ProSpec reserves the right to select the packaging and shipping method for the order, which will ensure the stability of the product as well as efficient tracing. Any damage during shipment is covered by the warranty provided herein. Title to the goods, as well as the risk of loss of the goods, passes when the goods are placed with the shipper.
- 3. Designated use and Prohibition of Resale**  
The attached product is sold for laboratory research use only.
- 4. Returns Policy**  
Products may be returned by the purchaser within 10 days of receipt, provided that the vial(s) have not been opened, broken or otherwise altered. When the returned product is received by ProSpec, the purchaser will be credited for 80% of the product's price.
- 5. Limited Warranty**  
The Certificate of Analysis for the product, which is attached to the product, reflects its specifications, applications and conditions for use of the product. ProSpec reserves the right to change the content of the Certificate of Analysis without prior notification. All products supplied by ProSpec are warranted to meet the published specifications when used under normal conditions in an adequate laboratory.  
  
ProSpec does not make any other warranty or representation whatsoever, whether expressed or implied. In particular, ProSpec does not make any warranty of suitability, non-infringement, merchantability or fitness for a particular purpose of any product.
- 6. Remedies and Limitations**  
Should any product fail to perform as warranted or for any other claims arising from or related to the purchase of ProSpec's products, ProSpec's liability and the purchaser's remedy are strictly limited to the purchase price or replacement, at ProSpec's sole discretion, of the product.  
The above referred remedy shall be the sole and exclusive remedy to the exclusion of any and all other remedies including, without limitation, claims for indirect or consequential damages.
- 7. Indemnification**  
The purchaser agrees to indemnify, defend and hold ProSpec, its directors, officers, shareholders, employees, representatives and assignees (collectively, "Affiliates") harmless from and against any and all costs, liabilities, losses, and expenses resulting from any claim, suit action, or proceeding brought by any third party against ProSpec or its Affiliates alleging or arising from or related to any breach of these Terms & Conditions by the purchaser.
- 8. Choice of Law and Jurisdiction**  
These Terms and Conditions will be governed by the Israeli law. The competent courts in Tel-Aviv, Israel, will have exclusive jurisdiction on any dispute regarding the interpretation of these Terms and Conditions or other claims regarding the order.
- 9. Miscellaneous**  
These Terms and Conditions reflect the entire understanding and agreement between ProSpec and the purchaser with respect to the purchase of the product(s).