

JPT Peptide Technologies GmbH - Volmerstrasse 5 - 12489 Berlin

Masaryk University
Ms.
Centrum pro výzkum toxických látek v prostředí
Kamenice 3
62500 Brno
Czech Republic

Quotation 87443

PO#:
VAT# (customer): CZ00216224
Date: 16.09.2019

Pos	Article	Price Euro	Qty.	Total Euro	Vat*
1	SpikeTides L - peptides Comment: Minimum number = 24 peptides! Peptide length: up to 20 aa Amount: approx. 10-50 nmol Purity: crude N-terminus: amine C-terminus: heavy lysine or arginine acid All peptides isotopically labeled at C-term using Arg U-13C6;U-15N4 or Lys U-13C6;U-15N2. Peptides delivered freeze-dried in 96 well plates. Items in position: 90		90		3
	Included in Delivery: - CD with Protocol and delivery list.				
2	Optional alkylation - number of cysteine residues Substitution of all cysteine residues by carbamoylmethyl modified cysteine residues (Carbamoylmethylated cysteines correspond to structures that are formed by reacting cys containing proteins with iodo acetamide)		22		3
3	Shipping		1		3
Sum total Euro				2.500,00	
VAT 0,00% out of Euro 2.500,00				0,00	3
Invoice sum Euro				2.500,00	

"*Vat: value added tax level "

Terms of payment: 20 days net

Information regarding value added tax :

Germany: 19% VAT are applied
EU countries: 0% if VAT# of customer is given, otherwise 19% German VAT will be applied. (Intrastat Code: 38220000)
non EU countries: sales tax will be charged separately from customs office of the recipient's country
via FedEx or own custom broker (Incoterms 2010: DAP (Delivered At Place) Shipping Point / HTS product code: 38220000)

Shipment to non-EU countries via FedEx unless otherwise specified .

Geschäftsführer / Managing Directors Dr. Holger Wenschuh Sean Marett	Sitz / Registered Office Berlin Gerichtsstand / Jurisdiction Berlin Amtsgericht Charlottenburg HRB 92692 B Ust.-IdNr. / VAT-ID DE814044483	Bankverbindung / Bank Account Deutsche Bank Berlin Konto-Nr. / Account-No. 915 165 500 IBAN DE84 1007 0000 0915 1655 00 BIC / SWIFT DEUTDE33XXX
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JPT Peptide Technologies GmbH
Volmerstrasse 5
12489 Berlin, Germany
T +49-30-6392-5500
peptide@jpt.com | www.jpt.com



Management
System
ISO 9001:2015
www.tuv.com
ID 9105022388



Shipping time : approx. 3-4 weeks

Original request :



List_of_Peptides_to_Order_GOGHY.xlsx

would it be possible to receive a quote for the Spike Tides L peptides in the attachment ?
What would be the delivery time ?

Annotations :

Position 1:
Synthesis of SpikeTides acc. to specifications given above. More information about the different SpikeTides options are listed in the table below.

SpikeTides	Small scale unpurified proteotypic peptides with C-terminal lysine or arginine.
SpikeTides_L	SpikeTides labeled with stable isotopes (C-terminal Arg U -13C6;U-15N4 or Lys U-13C6;U-15N2).
SpikeTides_TQ	SpikeTides provided with information on absolute quantity for each peptide using JPTs Quanti-Tag. SpikeTides_TQ need to undergo tryptic digestion to release respective proteotypic peptide. For each sequence absolute peptide amount is given .
SpikeTides_TQL	SpikeTides labeled with stable isotopes (C-terminal Arg U -13C6;U-15N4 or LysU-13C6;U-15N2) provided with information on absolute quantity for each peptide . SpikeTides_TQL need to undergo tryptic digestion to release respective proteotypic peptide . For each sequence absolute peptide amount is given .
SpikeMix	Non-labeled proteotypic peptides mixed and aliquoted according to your specifications . Alkylation and post-translational modifications (PTMs such as glycosylation, alkylation, ubiquitinylation and others) upon request.
SpikeMix_L	Heavy isotope labeled (C-terminal Arg U -13C6;U-15N4 or LysU-13C6;U-15N2) proteotypic peptides mixed and aliquoted according to your specifications . Alkylation and post-translational modifications (PTMs such as glycosylation, alkylation, ubiquitinylation and others) upon request.

Position 2:
Optional alkylation of cysteine residues . Cysteine residues can be replaced by carbamoylmethyl modified cysteine (analogous to alkylation using jodoacetamide)

All JPT products are produced without exception at our state-of-the-art facilities in Berlin , Germany. Orders have to be placed with our head office, from where you will also receive the order confirmation and invoice.

General Terms and Conditions:

Please refer to our Terms and Conditions applying to all agreements for sale and/or for services.

In vitro Use Only:

All Products are intended for in vitro laboratory research purposes only and are not intended for in vivo use in humans or animals. JPT expressly warns Customer against using Products in vivo in humans animals. JPT shall not be liable for any damages that arise from any inappropriate use or distribution of Products. Customer carries out any research activities involving Products at his own risk .

Third Party Intellectual Property Rights:

JPT generates peptide-related tools according to customer specifications and based on amino acid sequences provided by customer. JPT is not determining whether the amino acid sequences provided by customer or parts thereof or its use is covered by any third party intellectual property rights and , thus, does not represent and warrant to customer that the peptide-related tools or their use is free of third party intellectual property rights. By placing an order for above indicated services and/or



Innovative Peptide Solutions

peptide-related tools customer agrees to save and hold harmless JPT and any of its officers and employees from any and all claims of third parties, including damages, court costs, expenses of litigation and reasonable attorneys' fees, that the making and using of amino acid sequences provided by customer or parts thereof infringes third party intellectual property rights .

Bank Details:

JPT Peptide Technologies GmbH
Deutsche Bank Berlin
Account-no.: 915165500
Bank code 100 700 00 / SWIFT: DEUT DE BB
IBAN: DE84100700000915165500
V.A.T. DE814044483

Best regards,

Scientific Support Specialist
Sales & Customer Support
T +49-30-6392-7844
X +49-30-6392-7888
X 888 578-2666 (available in the US only)
muehlenberg@jpt.com

JPT Peptide Technologies GmbH - Volmerstrasse 5 - 12489 Berlin, Germany
Please visit us at www.jpt.com

-DIN EN ISO 9001:2015 Certified-

Geschäftsführer / Managing Directors: Dr. Holger Wenschuh, Sean Marett
Gerichtsstand / Jurisdiction: Berlin HRB 92692
Ust.-IdNr. / V.A.T.: DE 814044483

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MUNI RECETOX SCI

Bank: KB Brno – město
Account number: 85636-621/0100
VAT: CZ00216224

Person:
Tel.:
E-mail:

Contractor:

JPT Peptide Technologies GmbH

Volmerstrasse 5
12489 Berlin, Germany

VAT: DE814044483

Order number 3113/0260/19

We order peptides by your quotation with number: **87443**

Please confirm receiving of this order (by email).

Cat. Number	Item	Unit	Quantity
N/A	SpikeTides L - peptides	1	90
N/A	Optional alkylation	1	22
N/A	Shipping	1	1

TOTAL

2 500,00 EUR

Delivery address: Masaryk University
RECETOX
Kamenice 5/ pavilion A29, 625 00 Brno
Czech Republic

Invoice address: Masaryk University
Faculty of Science
Kotlářská 2, 611 37 Brno
Czech Republic
VAT: CZ00216224

Invoices send only in electronic form please and to the email: rcxfactory@recetox.muni.cz. Invoice due date set please to 30 days.

In Brno 23.9.2019

MASARYK UNIVERSITY
FACULTY OF SCIENCE
RECETOX
KAMENICE 753/5, 625 00 BRNO, CZECH REPUBLIC
PAVILION A29

WWW.RECETOX.MUNI.CZ

Terms and Conditions

1. Application

1.1 The following general terms and conditions ("Terms and Conditions") apply to all agreements for sale and/or for services ("Underlying Agreements") that are entered into between JPT Peptide Technologies GmbH, Berlin ("JPT") and its customer ("Customer") with the view of Customer either purchasing any of the products manufactured by JPT ("Products") and/or requesting any of the services offered by JPT ("Services"), (collectively "Products or Services"). These Terms and Conditions shall also be applicable to all such dealings in the future between JPT and the respective Customer without the need of a supplementary agreement on these Terms of Conditions.

1.2 These Terms and Conditions apply to Products of JPT with prefixed prices and predefined composition and consistency stated in catalogs, sales documents and/or in the internet ("Catalog Products") and to such Products and Services individually defined by Customer and JPT ("Individualized Services"). Individualized Services under these Terms and Conditions are either manufacturing specified Products subject to Customer's specific demands ("Customized Products") or research services (other than manufacturing Customized Products) on Customer's specific demands ("Contract Research Services"), whereas the composition or the kind of these Products or Services are individually defined by JPT and Customer.

1.3 Customers under these Terms and Conditions shall be entrepreneurs within the meaning of § 14 German Civil Code (*Bürgerliches Gesetzbuch*; "BGB") only; Customers for sale of JPT's Products or Services shall not be private persons within the meaning of § 13 BGB. JPT reserves the right to rescind the Underlying Agreement, if JPT gets knowledge of circumstances which give rise to the assumption that Customer is such a private person.

1.4 By placing an order for Products or Services, Customer expressly agrees to these Terms and Conditions. Any contradictory or additional terms and conditions of Customer e.g. contained in the purchase order or any other document submitted by Customer are herewith expressly rejected and will have no legal effect.

2. Orders and Conclusion of Contract

2.1 The quotations contained in JPT's catalogs, sales documents and in the internet for Products with fixed prices ("Catalog Products") are only to be understood as a request for quotations, if not otherwise agreed by JPT. Orders by Customer for Catalog Products have to be made in writing, e.g. by letter, facsimile or e-mail, or online through order on the template of JPT's website, and are subject to acceptance by JPT, such acceptance at the sole discretion of JPT to be made either in the form of a written confirmation by letter, facsimile or e-mail to Customer. Orders are firm and binding for Customer for a time period of fourteen (14) days. If JPT does not respond to Customer's order within a period of four (4) weeks since the receipt of the order, the order shall be deemed rejected by JPT. JPT will not accept any orders of mouth unless confirmed by Customer in writing by letter, facsimile or e-mail to be received by JPT within three (3) days after the respective order of mouth was initially communicated to JPT.

2.2 Concerning Individualized Services, Customer and JPT will agree individually and specifically to the specific composition or kind of the Customized Products or the Contract Research Services and the respective prices. The offers of the parties and any modification of offers shall be made in writing, e.g. by letter, facsimile or e-mail. The conclusion of a contract is subject to a written declaration by each party.

2.3 JPT reserves the ownership rights and intellectual property rights, in particular copyrights to illustrations, drawings, calculations and other documents provided to Customer. If such documents have been added to JPT's offers for Individualized Services, they shall not be made accessible to third parties without the consent of JPT.

3. Prices and Payment

3.1 JPT will invoice Catalog Products according to the prices quoted in the relevant price lists (e.g. in JPT's catalogs, sales documents or website) in force at the date of Customer placing the respective order for such

Catalog Products. JPT's current price lists will be provided to Customer upon Customer's request.

3.2 For Individualized Services not covered by price lists according to Clause 3.1, upon specific request of Customer, JPT may provide Customer with an individual written price quote. Prices shown in an individual written price quote to Customer are firm for a period of thirty (30) days. If a Customer's confirmation is received by JPT after expiration of this period, JPT will inform Customer immediately if JPT rejects such order confirmation; besides, JPT will inform Customer in writing, if the price has increased with respect to the price quoted, and such new price offer by JPT will be firm for another thirty (30) days and subject to Customer's written acceptance.

3.3 Prices for Catalog Products and for Customized Products shall be DAP [Incoterms 2010 and include costs of packaging and shipping].

3.4 Unless otherwise indicated, any prices for Products or Services are quoted in Euro and do not include any taxes, including value added tax, which will be invoiced to Customer at the respective applicable rate according to the following conditions:

Customers in Germany: 19% VAT is applied;

Customers in EU countries (except Germany): 0% VAT is applied, if VAT-number of Customer is given, otherwise 19% German VAT will be applied;

Customers in non EU countries: sales tax will be charged separately from customs/tax authorities of Customer's country.

3.5 Customer shall pay the amount invoiced by JPT within twenty (20) days (in case of deliveries within Europe) or thirty (30) days (in case of deliveries into countries outside of Europe) after receipt of a respective invoice net to the bank account of JPT as shown on the invoice, unless otherwise agreed between JPT and Customer.

3.6 JPT may require pre-payments on its order confirmation or the individual written price quote, which has to be confirmed by Customer. Furthermore, if JPT becomes aware of the risk of Customer's impossibility to perform (*mangelnde Leistungsfähigkeit*) after conclusion of the Underlying Agreement, JPT shall be entitled to make outstanding deliveries only against prepayment or the provision of security. If such prepayments or security have not been rendered even after the expiry of a reasonable grace period, JPT may partially or totally rescind individual or all of the affected Underlying Agreements. JPT shall remain entitled to assert further rights.

3.7 Customer is not entitled to set-off the invoiced amount against any claims Customer may have against JPT unless such counterclaim of Customer is undisputed or has been finally adjudicated.

4. Delivery

4.1 Determination of the manner of shipping of Catalog Products and of Customized Products and of the carrier to be used shall be made by JPT unless Customer otherwise instructs JPT. Delivery shall be made DAP [Incoterms 2010].

4.2 Delivery timelines for Customized Products and Individualized Services represent estimates only and are therefore not binding due to the scientific nature of the Products or Services, respectively. JPT is entitled to partial deliveries for good reason if and to the extent this is reasonable for Customer, each partial delivery to be invoiced and settled separately according to the above provisions. Any delays in or failure of performance of any of JPT's contractual obligations shall not be considered a breach of such contractual obligation if and to the extent that such delay or failure is caused by unforeseeable and unavoidable occurrences beyond the reasonable control of JPT, including, but not limited to, acts, regulations and laws of any government, strikes or other concerted acts of workers, fire, floods, explosions, riots, wars, rebellion and sabotage, and provided further that such delay or failure cannot be attributed to any faulty behavior on the part of JPT. With regard to materials and components needed for Products and/or Services that JPT does not produce itself, the obligation to deliver shall be subject to JPT's correct and timely receipt of such Products from its suppliers.

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- 4.3 If deliveries by JPT are delayed, Customer shall only be entitled to rescind the contract if (i) JPT is responsible for the delay and (ii) a reasonable grace period set by Customer has expired.
- 4.4 Should Customer be in default of the acceptance of delivery or should Customer be in breach of any other obligations to cooperate with JPT, JPT shall be entitled, without prejudice to its other rights, (i) to reasonably store the Products at Customer's risk and expense or (ii) to rescind the Underlying Agreement in accordance with the statutory provisions.
- 5. Warranties and Customer's Rights in case of Defects**
- 5.1 If and to the extent JPT is obliged under the Underlying Agreement to sell Products pursuant to §§ 433 et seqq. BGB and/or manufacture Products pursuant to § 651 BGB, the following shall apply:
- 5.1.1 Upon passing of the risk, the Products shall meet the specifications according to JPT's offers or order confirmations which the parties have agreed to in writing. Beyond that, JPT does not give any warranties, in particular not for suitability of the Products for a specific purpose. For reason of clarity, JPT's specifications or descriptions of product characteristics shall not qualify as a guarantee according to § 443 BGB, unless the parties expressly agreed on such guarantee in writing.
- 5.1.2 Upon receipt of the Products, Customer shall immediately carry out an inspection of the Products to ensure conformity of quality and quantity and type of Products with the Underlying Agreement. In the event that upon such inspection, Customer identifies a defect of Products, notification of such defect shall be made to JPT in writing no later than two (2) weeks after delivery of Products to Customer. If no such timely notification is made to JPT, Customer shall forfeit its rights in case of defects of the Products, except as regards Latent Defects according to Clause 5.1.3.
- 5.1.3 Defects that cannot be discovered upon reasonable inspection ("Latent Defects") shall be notified to JPT in writing within two (2) weeks after discovery of such Latent Defect. If no such timely notification is made to JPT, Customer shall forfeit its rights in case of defects of the Products also with regard to such Latent Defect.
- 5.1.4 In the event of a notification of a defect by Customer, JPT shall have the right to inspect and test the Products to which objection was made. Customer will grant JPT the required period of time and opportunity to exercise such right. JPT may also demand from Customer that it returns to JPT at JPT's expense the Products to which objection was made. Should Customer's notification of the defect prove to be unjustified and provided Customer has realized this prior to the notification of the defect or has not realized it in a negligent manner, Customer shall be obliged to reimburse JPT for all costs incurred in this respect, e.g. travel expenses or shipping costs.
- 5.1.5 JPT shall be entitled to remove the defect at its option by remedying the defect or, alternatively, by delivering a replacement, both free of charge to Customer (together "Subsequent Performance").
- 5.1.6 Customer shall give JPT the necessary reasonable time and opportunity for the Subsequent Performance.
- 5.1.7 Items that have been replaced by JPT shall, upon its demand, be returned to JPT.
- 5.1.8 Customer's rights in case of defects shall in particular be excluded in the following events: (i) natural wear and tear or (ii) defects of the Products due to reasons for which Customer bears responsibility.
- 5.1.9 Should the Subsequent Performance fail, should such remedy be unreasonable for Customer or has JPT refused such remedy in accordance with the relevant statutory provisions, Customer may, at its option, rescind the Underlying Agreement in accordance with the statutory provisions or reduce the purchase price and/or claim either damages or the reimbursement of its futile expenses pursuant to Clauses 7.2 through 7.5.
- 5.1.10 The limitation period for Customer's claims for defects shall be twelve (12) months beginning with the handover of the Products to Customer. The statutory limitation period shall however apply:
- (a) to Customer's rights with respect to defects concealed in bad faith or caused intentionally;
- (b) if and to the extent JPT has assumed a guarantee;
- (c) To Customer's damage claims due to culpably caused personal injuries;
- (d) to Customer's damage claims for damages caused by JPT intentionally or by gross negligence;
- (e) to Customer's damage claims due to other reasons than defects of the Products; and
- (f) to claims under the German Product Liability Act (*Produkt-haftungsgesetz*) or any other mandatory statutory liability.
- In addition, the provisions on the statute of limitations of § 479 BGB shall remain unaffected.
- 5.2 If and to the extent JPT is obliged under the Underlying Agreement to produce a work pursuant to §§ 631 et seqq. BGB, the following shall apply:
- 5.2.1 JPT shall provide the work to Customer in accordance with the specifications according to JPT's offers or order confirmations which the parties have agreed to in writing. Beyond that, JPT does not give any warranties, in particular not for suitability of the work for a specific purpose.
- 5.2.2 Customer's unconditional acceptance of the work shall exclude all Customer's rights and claims in connection with defects that have already been identifiable upon acceptance. The assertion of claims in connection with defects that were not identifiable upon acceptance shall be excluded unless Customer notifies JPT of the defect in writing immediately after its detection.
- 5.2.3 Clauses 5.1.4 through 5.1.9 shall apply accordingly to Customer's rights in case of defects of the work.
- 5.2.4 The limitation period for Customer's rights in case of defects shall be twelve (12) months beginning with the acceptance of the respective work by Customer. The statutory limitation period shall however apply:
- (a) to Customer's rights with respect to defects concealed in bad faith or caused intentionally;
- (b) if and to the extent JPT has assumed a guarantee;
- (c) to Customer's damage claims due to culpably caused personal injuries;
- (d) to Customer's damage claims for damages caused by JPT intentionally or by gross negligence;
- (e) to Customer's damage claims due to other reasons than defects of the Products; and
- (f) to claims under the German Product Liability Act (*Produkt-haftungsgesetz*) or any other mandatory statutory liability.
- 5.3 If and to the extent that JPT is obliged under the Underlying Agreement to perform services pursuant to §§ 611 et seqq. BGB, the following shall apply:
- 5.3.1 In case of insufficient performance on the part of JPT, Customer shall be entitled to its claims under statutory law.
- 5.3.2 The limitation period for Customer's claims in case of insufficient performance shall be twelve (12) months from the commencement of the statutory limitation period pursuant to § 199 BGB. The statutory limitation period shall however apply to damage claims of Customer based on other reasons than insufficient performance and to rights of Customer with respect to insufficient performance caused intentionally.
- 6. Field of Use and Intellectual Property Rights**
- 6.1 All Products are provided for in vitro laboratory research purposes by professionals for research and development (R&D). JPT expressly warns Customer against using Products in vivo in humans or animals. JPT shall not be liable for any damages that arise from any inappropriate use of Products.
- 6.2 The Products may include technologies for which patents have been issued to JPT or are pending, or which are protected by any other form of intellectual property rights such as know-how, or which have been licensed to JPT, including without limitation JPT's proprietary and protected manufacturing process for Products ("JPT Underlying Technologies"). By sale or transfer of the Products to Customer, JPT will convey to Customer only a royalty-free, non-exclusive, non-transferable license (or sublicense) on concerned JPT Underlying Technologies in existence at the date of the Underlying Agreement limited to the field of use as defined in Clause 6.1, and only to the extent strictly necessary to use the Products, unless otherwise agreed. Further use of the Products by Customer requires a separate license from JPT. All JPT

Terms and Conditions

Underlying Technologies is and shall remain the exclusive property of JPT.

6.3 JPT is not responsible for any infringement of third party rights, in particular third party intellectual property rights, as far as these directly result from Customer's specific demands with regard to Customized Products and other Individualized Services, e.g. according to Customer's commands, documents or concepts, and which are insofar exceeding the scope of JPT's Catalog Products. JPT does not carry out research on whether such specific demands requested may have impact on any third party rights, in particular third party intellectual property rights. Such infringements of third party rights are in the sole responsibility of Customer.

7. Indemnities and Liability

7.1 Customer agrees to indemnify and hold JPT harmless from any third party claims (including reasonable legal fees) in the event that (a) such claims are incurred in connection with claims for any violation of third party intellectual property rights resulting from Customer's specific demands on Customized Products or other Individualized Services pursuant to Clause 6.3, or (b) the delivered Products have been combined, blended or processed with other goods, as far as the claims are not founded by defects of JPT's Products, or (c) the claims are caused by use contrary to the intended use according to Clause 6.1 or otherwise by inappropriate use.

7.2 JPT's contractual and statutory liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows:
(a) JPT shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
(b) JPT shall not be liable due to a breach of any non-material contractual obligations nor for the slightly negligent breach of any other applicable duty of care.

7.3 The limitations of liability set forth in Clause 7.2 shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz*), and any liability for culpably caused personal injuries. In addition, such limitations of liability shall not apply if and to the extent JPT has assumed a specific guarantee.

7.4 Clauses 7.2 and 7.3 shall apply accordingly to JPT's liability for futile expenses.

7.5 Customer shall be obliged to take adequate measures to avert and reduce damages.

8. Retention of Title

8.1 The delivered Products remain the property of JPT, until full payment of the purchase price, including any additional expenses for delivery, has been made by Customer ("Products subject to Retention of Title"). For Products which Customer purchases from JPT in the course of an ongoing business relationship, JPT reserves title until all JPT's claims against Customer, including claims originated after the conclusion of the Underlying Agreement, have been settled.

8.2 Any processing or transformation of the Products subject to Retention of Title by Customer shall always be performed for JPT. If Products subject to Retention of Title are processed with other goods, JPT shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other processed goods at the time of processing. The new goods created by way of processing shall be subject to the same provisions as applicable to the Products subject to Retention of Title.

8.3 Should the Products subject to Retention of Title be joined or mixed with other goods, JPT shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other goods at the date of joining or mixing. Should the joining or mixing of the goods occur in such manner that Customer's goods are to be viewed as the main goods, it shall be deemed to be agreed that Customer assigns proportionate joint ownership to JPT. Customer shall hold the joint ownership created in such manner in custody for JPT.

8.4 Should the realizable value of the securities pursuant to this Clause 8 exceed all of JPT's claims that are to be secured by more than 10%, Customer shall be entitled to demand a release to such extent.

8.5 Should Customer be in default of material obligations such as payment to JPT, and should JPT rescind the respective Underlying Agreement, JPT may, notwithstanding any other rights, request surrender of the Products subject to Retention of Title and may make use of them otherwise for the purpose of satisfying its matured claims against Customer. In such case, Customer shall grant JPT or JPT's agents immediate access to the Products subject to Retention of Title and surrender the same.

8.6 In the case of deliveries to other jurisdictions in which the foregoing provisions governing the retention of title do not have the same effect as in Germany, Customer shall do everything to create equivalent security rights for JPT without undue delay. Customer shall cooperate in all measures such as registration, publication, etc. that are necessary and beneficial to the validity and enforceability of such security rights.

9. Notification

Any notice to be made to JPT shall be directed to:

JPT Peptide Technologies GmbH, Volmerstrasse 5, 12489 Berlin, Germany.

10. Miscellaneous

10.1 The legal relationship between JPT and Customer, including these Terms and Conditions, and any disputes arising herefrom, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany to the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions. The exclusive place of jurisdiction for any disputes arising out of or in connection with the Underlying Agreement and these Terms and Conditions shall be Berlin, Germany.

10.2 In the event that any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision which comes closest to the economic purpose of the invalid provision.

10.3 Modifications and amendments to these Terms and Conditions shall be effective only if made in writing. This also applies with respect to an amendment of this written form requirement.