



## Booking Terms

All rates and services are subject to the Terms and Conditions below, once they have been accepted by the Lessee. If a Master Lease Agreement is signed that is effective. Our delivery and drop off costs are subject to change following the market at any time during pandemics and armed conflicts, and might be adjusted until the lease is closed.

### BOOKING OF CONTAINERS AND SKYCELL SERVICES

1 | The booking template in the online booking portal, or alternatively the Excel booking template sent to [bookingskycell.ch](mailto:bookingskycell.ch), must be filled out and sent minimum 5 business days prior to handover date. Exact number of days for express order are defined on a lane level at the express order timeline.

2 | Containers are subject to availability.

3 | Empty Containers are handed over at the agreed SkyCell Service Centre or at the pre-agreed handover place in preconditioned and ready to use order.

4 | Container Delivery and Collection by SkyCell available upon request for additional logistics charges.

5 | FTL container delivery includes dedicated trucking and agreed handover time (+/- 1 hour) during regular business hours. LTL container delivery includes non-dedicated trucking without timed delivery. Delivery option is subject to availability.

6 | Late delivery charge applies for FTL deliveries after 3 PM.

7 | Rental Fee includes 5 calendar days lease time unless stated otherwise. Lease time starts from Empty Container handover until its return to the agreed drop-off point by the Lessee or his appointed Freight Forwarder. Handover day is Day 1.

8 | Additional rental days available upon request for an additional charge.

9 | Internal & ambient temperatures and Logistics Milestones readout available upon request.

10 | Gateway requests need a deposit of EUR 1'500 EUR. Deposit will be reimbursed upon return of the Gateway to SkyCell.

11 | VAT and Taxes are not included.

## GENERAL TRADING TERMS AND CONDITIONS

### 1 | Confidentiality

This information is considered as Confidential Information. By accessing such Confidential Information you agree to safeguard the confidentiality of the Confidential Information and solely use it for the purpose of evaluating a possible business relationship with SkyCell. In particular you undertake not to disclose it to any third party without SkyCell's express prior written (including by e-mail from our legal department) consent. You acknowledge that SkyCell does not warrant the accuracy, completeness or subsequent performance but has simply used its best endeavors to ensure the accuracy of such Confidential Information. You further acknowledge that all Confidential Information (including for the avoidance of doubt any intellectual property and know how contained therein) shall remain the property of SkyCell and no rights with regard to such Confidential Information (including any intellectual property rights contained therein) are granted to you.

### 2 | Subject matter of individual lease agreement

SkyCell provides airfreight containers for the entire and/or the partial transport of temperature sensitive pharmaceutical products. The SkyCell containers are exempt from the ULD rules by IATA and are classified as packaging material, therefore the units can leave the airport, providing a true door to door safety for the pharmaceutical products. Lessee shall not use the unit(s) for any other purpose than to store and transport its pharmaceutical products. The unit(s) can be shipped worldwide. Thereto the unit(s) is/are rented per transport for a certain time period and picked up and returned to a predefined station by Lessee. Each unit receives its own sequence number, which is regarded as identifier of each specific SkyCell unit. These General Trading Terms and Conditions define the rights and obligations of the Parties concerning the conditions and procedures of usage and maintenance of the unit(s), the delivery and return of the unit(s), the invoicing, the liability and the limitations of liability. The Rental Fee does not include the delivery and the pick-up of the rented unit(s), it is the Lessee's responsibility to organize on his own cost. In special agreed cases Lessor could Deliver the unit(s) to the Loading Place and Collect at destination, however the operational details and pricing always must be agreed upfront between the Parties.

### 3 | Delivery and return of units

The unit(s) are to be picked up and returned by Lessee from and to a predefined and agreed station. Lessor warrants that at the time of handover the unit(s) will be in perfect technical condition and equipped with the required documentation. Lessee shall check the apparent condition of the unit and the internal temperature at receipt of the unit(s). Any visible defects of the outer shell or the thermal insulation and/or an internal temperature outside of the required temperature range have to be reported by Lessee to Lessor. Lessee should either report in writing on the delivery note about the kind and extent of damage of the unit or refuse the delivered unit in case Lessor is responsible for the delivery of the unit(s). Both have to be noted as ascertained facts on the consignment note and/or the transport documents by means of the delivery driver's signature. In case Lessee arranges the pick up of the unit(s) the above information must be provided in an e-mail to [booking@skycell.ch](mailto:booking@skycell.ch).

Without any prompt written notice to Lessor, it will be assumed that the units were received in perfect technical conditions. To ascertain of an unbroken cold chain during loading and unloading of the unit(s) lies within Lessee's responsibility. Lessee shall not make any repair, change, improvement or betterment to the unit(s) without previous written approval of Lessor. Lessee hereby waives the right of retention over the unit(s), for whatever reason found.

#### 4 | Cancellation policy

If the unit(s) are ordered by Lessee and are cancelled by Lessee after confirming the order or accepting the quote but less than five (5) days prior to the actual delivery of the unit(s), 20% (twenty percent) of the agreed Rental Fee per day will be invoiced (unless agreed otherwise). Cancellation on the handover day will result in invoicing 100% (hundred percent) of the Rental Fee, plus the Delivery Fee in case Lessor was responsible for the Delivery. Any other consequential costs which might occur at Lessor due to the cancellation will be also invoiced.

#### 5 | Obligations and conditions to return unit(s)

The unit(s) shall be returned, duly operative and in the same conditions of delivery to Lessee, within the contractually agreed leasing period agreed on the face of this lease agreement, the SOP or any other agreements executed by the Parties, otherwise each additional calendar day will be charged as defined in lease agreement herein. The total amount for extra days shall not exceed eleven (11) calendar days per unit, calculated according to the agreed extra days cost. If the Container is not returned within thirty (30) calendar days following the end of lease period, it will be considered lost, and a Non-return Fee, as specified at the bottom of this document, will apply. If the Container is subsequently located, the Lessor will accept its return and reimburse the Lessee for the paid Non-return Fee. The Lessor will offset any claims for payment of extra leasing days applicable during the period the Container was considered lost, up to the amount of the paid Non-return Fee. In this case, the number of extra leasing days is not capped. If the located Container is damaged, the Lessee is responsible for the repair costs, which can be deducted from the Non-return Fee reimbursement. If the Container is in use by the Lessee beyond the agreed rental period, the total amount for extra days shall not exceed eleven (11) days per unit, covering a thirty (30) extra days lease period. If the Container is located and still in use by the Lessee after thirty (30) days from the end of the lease, an additional invoice for the next eleven (11) days will be issued based on the extra day pricing set out in Annex3, covering an additional thirty (30) days lease period. For every consecutive thirty (30) extra days, an additional extra days invoice will be issued. The Damage Waiver is mandatory and covers the repair cost up to 6.500 EUR. In case of damage the above indicated deductible is invoiced. The Damage Waiver covers every damage outside the normal wear and tear, except if it's caused by negligence or misconduct. The Damage Waiver does not cover the Non-return Fee, damage or loss of the shipped goods or any other equipment or property, or any consequential loss. A detailed list of damage costs is provided at the bottom of this document. For severe damages the Maximum Repair Cost will apply. Lessee fulfils his contractual obligations to return the unit(s) by returning them to a predefined, agreed station. Lessee is responsible to issue all the required paperwork and follow the customs related requirements according to the Lane SOP specification. Lessee is responsible to cover all costs occurring at Lessor due to Lessee's non-compliance with the lane specific

requirements. Even after payment of the Rental Fee and – in cases it may apply – the Non-return Fee, Lessor shall remain the owner of the unit(s) and Lessee's obligation to return the unit(s) remains unchanged. In case of loss, damage or theft of the unit(s) during the time it/they are under possession of Lessee, including the transport and until return to Lessor, Lessee shall indemnify Lessor in the amount of the Non-return Fee, without prejudice to the payment of the agreed rent and additional days. Such events shall be duly reported to Lessor and proved by surveys or official documents attesting the loss or damage to the unit(s).

## 6 | Limitation and Exclusions of Liability

Lessor guarantees under the terms of this contract no other service than the leasing of the unit(s). The application of national legal provisions regarding contracts for the carriage, transport of goods or international transportation conventions and their liability rules are excluded. Any detected variance in temperature outside of the required temperature range during the agreed leasing period shall be reported to Lessor within 3 calendar days after delivery at final destination. Otherwise any claim for apparent loss, damage, or financial loss caused directly or indirectly by the unit or by use of them against Lessor shall automatically be considered waived. To the extent permitted by law, Lessor's liability for any kind of damage or loss caused by the SkyCell System shall be limited to the gross rental applied for such unit, with a maximum of EUR 5'500.00. Lessee agrees to assume all liability and pay Lessor for any damaged or lost Units, from whatever cause or source, whether the Units are in the care, custody and control of a common carrier or under the direct use and control of Lessee or one of its appointed representatives or appointed airline/trucking company.

## 7 | Conditions of invoicing and terms of payment

Lessor shall invoice the Rental Fee and all other agreed costs as stipulated in this agreement each time upon the container hand over. Payment shall become due within thirty (30) days (unless agreed otherwise) as of the date of the invoice. An invoice on any further fees payable hereunder, if any - except for "Non-Return Fee" as a result of delayed return, loss, damage or theft of the unit - in particular Extra Days Fee, shall be issued by Lessor maximum two (2) weeks from the day a Unit is returned. Payment shall become due within thirty (30) days (unless agreed otherwise) as of the date of the invoice. If the Lessee fails to meet his obligation to pay on time the Lessor, without having to give further notice, shall be entitled to charge a penalty of 2% (two percent) of all outstanding charges and charge interest on arrears of 12% (twelve percent) per year on the entire amount due and outstanding. All payments shall be clear of any deduction, including any withholding tax in the country of the Lessee. All payments have to be made in currency of this agreement. All amounts payable to the Lessor under this Agreement are exclusive of VAT, GST (or any similar taxes, charges or duties) prescribed by law.

## 8 | Governing law and jurisdiction

This agreement shall be subject to and governed by Swiss law. All disputes arising out of or in connection with this agreement, including its validity, performance, and termination, shall be exclusively submitted to the competent court of Zug, Switzerland. Notwithstanding this provision, Lessor is entitled to enforce this agreement in any other Court of any Country to recover the property and possession of the leased unit(s) concerned herein.

Both Parties agree to adhere to SkyCell's Business Partner Code of Conduct (<https://skycell.ch/business-partner-code-of-conduct.html>).

## 9 | Force Majeure

Neither Party hereto shall be under any liability hereunder to the other Party on account of events of force majeure which have not been reasonably foreseeable nor reasonably preventable and proven (The Party seeking relief from its performance due to an Event of Force Majeure is required to show that there were no reasonable steps the Party could have taken to avoid the event or the consequences.) ("Event of Force Majeure") such as any loss, damage or delay occasioned or caused by riots, fires, explosions, blockade, civil commotion, insurrection, terrorism, war or warlike condition, extreme adverse weather conditions, embargoes, pandemics, epidemics, acts of God, compliance with any law, regulation or other governmental order applicable in the event of performance or non-performance, or any of its suppliers similar to the foregoing. Such causes or omissions shall only uphold the performance and excuse non-performance for as long as it remains in force. A party, who wants to allege an Event of Force Majeure, shall do so in writing to the other party immediately upon the occurrence of the alleged cause or omission and shall use all reasonable means to resume full performance of its obligations as soon as possible. It being understood that neither Party can invoke an Event of Force Majeure if it's relying on its own acts or omissions. The Party seeking relief from its performance due to an Event of Force Majeure is required to show that:

- it was prevented, hindered or delayed from performing its contractual obligations as result of such event, meaning that the performance of its obligations was legally or physically impossible, not just more expensive than what was originally anticipated (e.g. rebooking of any means of transport);
- the inability to perform was beyond its control; and
- there were no reasonable steps the Party could have taken to avoid the event or the consequences.

Should the performance of its obligations due to an Event of Force Majeure involve higher costs for the Party affected by it, such Party shall have the right to ask for a reduction of up to 50% of the Extra Fees payable during an Event of Force Majeure and, should the other Party not agree to such change, terminate this Agreement with immediate effect subject to payment of all fees accrued up to such Event of Force Majeure. Should such an unforeseeable, unpreventable and proven Event of Force Majeure last for more than thirty (30) days, then the Party whose rights or benefits have thus been interrupted shall have the right to terminate this Agreement without liability to the other Party. Subject to this Agreement not being terminated, both Parties' contractual obligations hereunder shall resume, in full and as agreed, upon the cessation of the event of Force Majeure.

## 10 | SkyCell SkyMind

Please find related General Terms and Conditions under the following link: <https://www.skycell.ch/skycell-gtc-for-skymind/>.