

Contract of sale

between

Berna Biotech Pharma GmbH, Hirschgraben 2, CH- 3001 Bern («**Seller**»)

and

Saw Brasil Importação e exportação Ltda., Rue Barao do Rio Branco, 2117 Presidente Prudente, Sao Paulo («**Buyer**»)

Subject of the contract

1. The seller sells to the buyer 10 million doses of Berna Coronals (Covid-19 Vaccine, based on the English patent no. 2002166.3 with licence agreement from Vaxbio Ltd. Oxford).
2. The named sales object shall be delivered ex works. Customs duties and transport costs shall be borne by the buyer. The risk for accidental loss and the accidental deterioration of the goods lies with the buyer from the time the sales object is handed over to the carrier ex Berna's works. The carrier qualifies as an auxiliary of the buyer and is to be paid by the buyer. Regulations according to the International Regulations CIF or FCA or FOB are not applicable.
3. The delivery or removal of the goods shall take place ex Berna's works from 01.12.2021. In the case the seller is in default, the buyer has no right to waive delivery and claim damages or to withdraw from the contract.
4. The buyer shall pay the purchase price of ... CHF/Euro as follows: 40% within five days after signing the contract, the remaining 60% after delivery of the sales object and after inspection of the sales object. Any value added tax shall be added to the price. The buyer shall not be entitled to any objection or offsetting against the invoice. The seller waives a bank guarantee for the purchase price. A back-to-back is not agreed, nor is a letter of credit. A letter of credit is also not concluded.
5. The ownership of the delivered sales objects shall remain with the seller until payment of the total purchase price. If the buyer is in default of the agreed remaining 60% of the purchase price, he shall pay charge interest of 5% on arrears and damages.
6. The buyer must accept the object of purchase at the place of performance, in Sao Paulo. If he refuses acceptance, he shall nevertheless be obliged to pay the remaining purchase price.
7. If the seller has delivered defective or quantitatively insufficient goods contrary to the contract, the buyer can initially only demand a replacement delivery from the seller free of charge. The replacement delivery shall take place within 90 days of determination of the lack of conformity of the sales object. The seller shall not be liable for consequential damages due to the non-conforming sales objects.
8. If possible, the seller shall take out liability insurance before delivering the goods, for any personal injury up to a maximum of CHF 500'000 per claim and pecuniary loss up to maximum of CHF 1 million.