

General Terms and Conditions of Trade (GTCT) of Labor Diagnostik GmbH Leipzig

1. General

- (1) The following General Terms and Conditions of Trade (GTCT) will apply to any and all sales, supplies and deliveries, and offers of Labor Diagnostik GmbH Leipzig. The customer will be deemed to acknowledge and accept these general terms of sale when placing the order. Counter confirmations of the purchaser in which he refers to his general terms and conditions or conditions of purchase are hereby contradicted.
- (2) Deviations will always be subject to our written confirmation.

2. Prices, changes in prices

- (1) All prices are net prices excluding statutory VAT. Prices are subject to confirmation and apply both at home and abroad.
- (2) Labor Diagnostik GmbH Leipzig reserves the right to adjust its prices for products and / or services to current selling conditions after the expiration of four (4) weeks from contract formation.

3. Contract formation

- (1) Offers proposed in brochures, advertisements, price lists or similar are subject to confirmation, specifically with regard to prices, and without commitment. Samples, figures or images or similar as well as performance data will only be binding if this is explicitly stated.
- (2) Specially designed or customized offers will be valid for a period of thirty (30) calendar days unless otherwise confirmed in writing.
- (3) If we do not refuse acceptance of a purchase order within two (2) weeks from receipt, confirmation of the order shall be deemed granted. Notwithstanding the above, the purchaser will be bound to his request for a period of four (4) weeks.
- (4) Side agreements, amendments or additions will only be valid if confirmed by us in writing. The same will hold true for warranted qualities.

4. Supply and delivery

- (1) All shipments will be shipped on the account and at the risk of the customer.
- (2) For diagnostic agents, the minimum order value currently is one hundred (100) Euros plus statutory VAT. If the order value is less, we will charge a handling fee in the amount of fifteen (15) Euros net.
- (3) Failing agreement to the contrary, we will charge a shipping and handling fee currently in the amount of 12.90 Euros (net) for each shipment of an invoice value of goods of less than two thousand (2,000) Euros net. For items that have to be shipped on dry ice, we will charge an additional fee in the amount of eighteen (18) Euros (net).
- (4) We will not be held responsible for delays in delivery because of events of Force Majeure or of events that would significantly complicate or render delivery impossible, which events will include, among others, unavailability of materials, interruption of operations, strike, lockout, manpower shortage, lack or unavailability of means of transportation, regulatory action or similar, also if such events affect our suppliers or their sub-suppliers, even though delivery dates or periods may have been bindingly agreed. Such delays will entitle us to postpone delivery by the duration of the hindrance plus a reasonable start-up time, or else to rescind from the contract in whole or in part for the portion of the order as yet not filled. This will also hold true for instances where we are already in default.
- (5) If the hindrance lasts for more than two (2) months, the purchaser, after granting extra time, will be entitled to rescind from the portion of the contract not as yet filled.
- (6) If we are in default, the purchaser may rescind from the contract subject to the following provisions.
- (7) The duration of the extension of time to be granted by the purchaser will be determined to be six (6) weeks, commencing with the receipt of the notification of extension of time by us.
- (8) The purchaser may only claim damages for non-performance if we and / or our vicarious agents have caused the damage or loss willfully or through gross negligence.
- (9) If the purchaser does not exercise the above rights, he will not be entitled to damages from non-compliance with any delivery dates or periods.
- (10) Extended liability pursuant to Section 287 of the German Civil Code (BGB) is hereby excluded.
- (11) We will be entitled to make partial deliveries and to issue respective invoices at any time.

5. Passing of risk

Risk will pass onto the purchaser once the shipment will have been handed over to the person providing transportation or upon the consignment of goods leaving our facility or entredepot respectively for the purpose of shipment. If shipment becomes impossible with no fault of ours, the risk will pass onto the purchaser upon the issuance of the notification of readiness for shipment.

6. Warranty and liability

- (1) Immediately upon receipt, the goods shall be inspected for conformity with the contract and good quantity. Deviations, if any, must be notified immediately or within one (1) week from receipt of delivery at the latest in writing and accompanied by the delivery note.
- (2) If the delivery item is deficient, if it is lacking any guaranteed features or if it becomes defective in workmanship or material within the product-specific lifecycle or, if no lifecycle is specified, within the warranty period, we will, at our choice, supply and deliver a replacement or repair the item, to the exclusion of any other warranty claims of the purchaser, specifically any consequential damage of the purchaser or his subpurchaser.
- (3) Any defects or deficiencies that cannot be detected during the above period in spite of thorough inspection shall be communicated to us immediately upon detection.
- (4) If repair or replacement becomes impossible through our fault or if the purchaser has granted an extension of time for repair or replacement to no avail, the purchaser shall be entitled to rescind from the contract.
- (5) We will warrant repairs or replacements to the same extent as for the original delivery item.
- (6) We will provide the purchaser with information or advice regarding the use of the products to the best of our knowledge. However, we will accept liability for such information or advice in accordance with the following paragraph only if a separate remuneration has been agreed.
- (7) Claims for damages from impossibility of performance, for non-performance, from positive violation of a contract duty, from fault upon contract formation or from tort are excluded towards ourselves as well as towards our vicarious agents unless such damage has been caused willfully or through gross negligence.

7. Reservation of title

- (1) The following collaterals shall be provided to us and will be released by us at our choice as and if their value sustainably exceeds our claims by more than twenty percent (20%) until all claims (including current account balance claims) due to us for whatever legal reason from the purchaser or any of its affiliates now or in future will have been satisfied and until any and all contingent liabilities we have incurred on behalf of the purchaser will have been released.
- (2) The goods will remain our property. Processing or transformation will occur for us as manufacturer, however without any obligation on our part. If our (joint) ownership expires through combination or integration, it is agreed herewith that the (joint) ownership of the purchaser in the combined or integrated goods will be transferred to us proportionally (according to the invoice value).
- (3) The purchaser will be entitled to process and sell the goods subject to retention of title by way of conditional sale in the ordinary course of business so long as he is not in default. Pledging or assignment as security shall not be allowed. Any claims arising in relation to the goods subject to retention of title from resale or for any other legal reason (insurance, tortious act) will be assigned to us by the purchaser herewith by way of security in their entirety. We hereby authorize him to collect such claims assigned to us on our account on one's own behalf. Upon our request, the purchaser will declare such assignment, and submit to us any required information or documents.
- (4) In the event of seizure of the goods subject to retention of title by any third party the purchaser will refer to our ownership and advise us accordingly without delay. Any costs, damage or loss shall be borne by the purchaser.
- (5) In the event of violation of contract on the part of the purchaser, and more specifically default in payment, we will be entitled to take back any goods subject to retention of title at the purchaser's cost. Such taking back or pledging of any goods subject to retention of title by us shall not be deemed rescission from the contract, unless the hire-purchase act should apply.

8. Resale

Unless agreed otherwise in writing, our diagnostic agents may be offered, sold or delivered in their unchanged original packing only, and not in partial quantities.

9. Payment

- (1) Unless otherwise agreed in writing between the Parties, our invoices will become due for payment within fourteen (14) days.

For direct debit payment or subject to prior written agreement, we will grant a discount in the amount of two percent (2%). Payment will be deemed made once the respective amount will have been credited to our account only. No discount will be granted if any more senior due invoice is still outstanding. Notwithstanding any provisions of the purchaser to the contrary, we will be entitled to determine what claim the payment will be set off against.

- (2) If the purchaser is in arrears with payment, we will be entitled to charge interest in the amount of the interest rate charged by commercial banks for overdraft, however no less than five percent (5%) above the respective basic rate of interest. Interest will be due for payment with immediate effect.
- (3) We will charge dunning costs at a lump sum for each written reminder following the occurrence of default.
- (4) If the purchaser defaults or suspends payment or if we become aware of any other circumstances that would challenge his creditworthiness, we will be entitled to accelerate the due date of all our claims against the purchaser. Moreover, in such instance, we will be entitled to demand prepayment or securities, or to rescind from the contract after having granted a reasonable extension of time, or to demand compensation for non-performance respectively.
- (5) The purchaser will only be entitled to set-off or retention if we have expressly consented to such offsetting or retention and if the counter claims are undisputed or have been determined without further legal recourse respectively.

10. Laboratory and other services

- (1) Purchase orders for laboratory services will be exclusively accepted in writing only. Purchase orders sent by way of facsimile or e-mail will be accepted as written purchase orders.
- (2) We will not accept liability for the utilization or applicability of any samples submitted, or for any results resulting thereof.
- (3) Solely the sender will be responsible for the due arrival of his samples. Labor Diagnostik GmbH Leipzig will not accept responsibility for samples lost or damaged in transit unless such samples are carried by the courier service of Labor Diagnostik GmbH Leipzig.
- (4) Failing written agreement to the contrary, we will charge a lump sum amount for each collection of samples by Labor Diagnostik GmbH Leipzig.
- (5) As a general rule, the time for processing samples will be one (1) week. The result of the analysis will be communicated to the sender of the samples by telephone, e-mail, facsimile or by mail respectively.
- (6) The Laboratory hereby warrants the due and diligent performance of any work entrusted with according to latest engineering or scientific standards. However, the accuracy and validity of the results cannot be guaranteed in each case due to the complexity of the analyses. The liability of Labor Diagnostik GmbH Leipzig for own fault or vicarious liability respectively will be limited to intent or gross negligence only. However, this will not apply to damage from injuries to life, body or health.
- (7) **Hazardous sample material:**

If any samples submitted to Labor Diagnostik GmbH Leipzig contain any specific risks the purchaser must refer to such risks through marking the container and in the written purchase order accordingly.
- (8) **Subcontracting:**

The Laboratory will be entitled to have contractual services rendered by a third party. To this end, it will exclusively cooperate with partners applying similar quality standards only. To the extent required by quality assurance regulations or certification standards, subcontracting to third parties will occur based on previous written agreement with the purchaser only.
- (9) With a view to avoiding potentially distorting statements, the purchaser will be allowed to pass on any test report to third parties in extracts only subject to the express consent of the contractor only. Test results will be passed on to third parties by the contractor subject to the consent of the purchaser only. However, the contractor will be entitled to use anonymized measurement data for statistical purposes without informing the purchaser.

11. Place of jurisdiction, governing law, separability

- (1) As long as the purchaser is a merchant registered in the commercial register, a corporate body under public law or a public-law trust, Leipzig / Germany is hereby agreed as the exclusive place of jurisdiction for both parties for all disputes. The same will hold true in instances where the place of residence or habitual residence of the purchaser should be unknown at the time of institution of legal proceedings.
- (2) Exclusively German law shall apply, however to the exclusion of the Uniform Laws regarding the conclusion of international contracts concerning chattels and the international sale of goods.
- (3) Should any one provision of these General Terms and Conditions of Trade or of any other agreement be or become void or ineffective, the remaining provisions or agreements shall remain unprejudiced. In such instance, the purchaser and Labor Diagnostik GmbH Leipzig undertake to replace the void or ineffective provision by an effective and valid provision that will implement the economic purpose of the void or ineffective provision to the extent permitted by law.

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