

General Terms and Conditions of Sale of DIALUNOX GmbH

These General Terms and Conditions of Sale shall apply to all contracts concluded between the Buyer and DIALUNOX GmbH (hereinafter referred to as the "Seller") for the sale of Seller's products. These General Terms and Conditions of Sale shall govern the contractual relationships between Buyer and Seller exclusively. Any general terms and conditions of the Buyer shall not apply unless their applicability is confirmed in writing by the Seller. This shall also apply in case that the Seller, with knowledge of contradictory or deviating terms and conditions of the Buyer, performs the contract without making a statement of reservation.

1. Seller's offers are subject to change without notice. A contract shall first be deemed to be legally binding upon Seller's written order confirmation or delivery of the goods. Seller reserves the right to supply products with minor deviations to the specifications concerning volume, weight, condition, and quality.
2. Delivery dates shall be approximate, unless otherwise stated in writing to be binding dates.
3. The products are sold and delivered according to the Seller's current price lists. Seller shall be authorized to make deliveries in instalments. Each instalment may be invoiced separately. With orders deliverable upon notice, notice thereof must be given at least two weeks prior to the designated delivery date.
4. Force majeure, temporary company shutdowns, labor disputes or other impediments which are outside the Seller's control which affect the Seller or its suppliers shall release the Seller from its contractual delivery obligations for the term of the disruption and its effects.
5.
 - a) Seller shall determine the type and manner of shipping, insofar as not otherwise instructed in writing by the Buyer.
 - b) Shipping shall occur ex works Seller's plant in Stockach, if not otherwise agreed.
 - c) The Buyer shall bear the risk of accidental loss or accidental deterioration of the goods shipped as soon as the goods are transferred for shipment to the shipping carrier.
6.
 - a) Prices shall include packaging costs. Value added tax shall be added thereon. Buyer shall bear the shipment costs, insofar as not otherwise agreed.
 - b) Should the Seller in the time period of four months from the date of the conclusion of the sales contract, i.e. generally after Seller's order confirmation, generally increase or reduce its prices, then the prices in effect at the delivery date shall apply.
7.
 - a) Seller's invoices shall be payable and due without deduction 30 days from the date of the respective invoice.
 - b) Bills of exchange shall not be accepted as a means of payment. Checks shall only be accepted pending full discharge of the debt.
 - c) In the event of late payment, Seller shall assess interest as of the due date, without a dunning notice, in the amount of 5% above the LRG interest rate of the European Central Bank, insofar as the Buyer cannot prove a lesser damage.
 - d) Should the Buyer discontinue to make payments or a petition for the opening of an insolvency proceeding is filed concerning Buyer's assets or a petition for the opening of an insolvency proceeding is denied due to lack of assets, Seller shall be authorized to demand advance payment or provision of a security.

- e) The Buyer may only set-off its own claims against due payments or claim a right of retention if its claims are determined with res judicata effect, are non-disputed or are recognized. In addition, the Buyer shall not be allowed to assign its claims against the Seller.
8. a) The Seller shall reserve ownership title to the goods delivered until Buyer has discharged all of its obligations arising out of the business relationship. The goods subject to reservation of title may neither be pledged nor transferred as security. The Buyer shall only be authorized to sell the goods subject to the reservation of title in the ordinary course of its business.
- b) To secure the Seller's claims from the business relationship with the Buyer, the Buyer hereby assigns to the Seller a first-priority creditor right to its accounts receivable resulting from the resale of the goods subject to reservation of title in the amount of the Seller's invoice. Payments which the Buyer receives as payment for the sale of goods subject to reservation of title shall be first credited to that part of the total accounts receivable not assigned to the Seller, insofar as the payer does not expressly state otherwise.
- c) Insofar as reservations of title in the Seller's favor exist or accounts receivable of the Buyer are assigned to the Seller, the Buyer shall be obligated to transfer any information necessary for the protection of Seller's rights. This shall apply, in particular, for attachments or other forms of seizure or arrest by third parties on the goods or any accounts receivable assigned to the Seller. The costs of any interventions shall be borne by the Buyer.
- d) Subject to revocation of such right, the Buyer shall be authorized to collect the accounts receivable assigned to the Seller. The Seller's right to collect the assigned accounts receivable itself shall remain unaffected hereby.
- e) Insofar as the value of the security granted exceeds the amount of the Seller's claims by more than 20%, the Seller shall be obligated to re-assign back the respective amount of securities.
- f) In case of Buyer's default, the Seller shall be authorized to take possession of the goods delivered on the basis of the reservation of title until the Buyer has paid. The costs of retaking possession shall be borne by the Buyer. Such action may only be deemed as cancellation of the contract if expressly stated as such by the Seller.
- g) Upon the full performance of Seller's claims, including all auxiliary claims, the respective security shall be automatically transferred back to the Buyer without a special transfer action.
9. a) Seller's products are designed for use in scientific research. Seller has developed the products for this purpose. Any use of the Seller's products for human medical treatment, for diagnostic purposes, or as pharmaceuticals shall only be permitted if such application is allowed pursuant to the statutory regulations applicable both for the Buyer and the user and, insofar as necessary, also an approval of the competent authority has been granted. In addition, such application shall require the prior written consent of the Seller. Express instructions for use stated on the package (e.g., "in vitro diagnosticum") shall be deemed to be written approval of the Seller; such shall not, however, replace any governmental approvals which are necessary in the user's country.
- b) Buyers who use the Seller's products for industrial production do so at their own risk. As the Seller is not in a position to be able to foresee or control the possible procedures and processes for such an industrial application of the Seller's products, Seller denies any warranty or liability therefore. In such cases Seller's instructions for use shall only be deemed to be nonbinding recommendations.
10. a) Notifications of defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing within one week after receipt of the goods at the latest. Latent defects shall be notified without undue delay after their discovery. The failure to observe these time limits shall result in the automatic loss of any warranty claims which might otherwise have existed. Latent defects can no longer be claimed after expiration of a period of six months from the delivery date.
- b) In the case of justified objections, the Seller shall supply the missing quantities, or, at Seller's discretion, take back or exchange defective goods. Should the replacement goods also prove to be defective, then the Buyer can demand either a reduction of the purchase price or cancellation of the purchase contract.
- c) The Seller shall be liable in accordance with the statutory provisions for damages which were caused by intentional misconduct or gross negligence of the Seller's legal representatives or management employees and for the absence of warranted quality, for personal and property damages pursuant to the Product Liability Act and for initial impossibility. Seller's liability for damages shall be limited to the foreseeable amount of losses which are typical for sales contracts for damages resulting from negligent violations of

Seller's essential contractual obligations or main obligations and for damages caused by Seller's auxiliary persons as a result of gross negligence or intentionally, without violating essential contractual provisions or main obligations. All other liability for damages shall be excluded.

d) No warranty claims or damage claims shall be allowed in the event of inappropriate handling and processing of the Seller's products.

11. Place of performance and payment shall be Stockach. Place of jurisdiction shall be Düsseldorf. The Seller may, however, elect to have such disputes decided by the courts having jurisdiction at the domicile of the Buyer.