

General Terms and Conditions of Sale of XanTec bioanalytics GmbH

The sale of products of XanTec bioanalytics GmbH (hereinafter referred to as the "Seller") to entrepreneurs within the meaning of § 14 German Civil Code ("Bürgerliches Gesetzbuch", "BGB") shall exclusively be governed by the "General Terms and Conditions of Sale of XanTec bioanalytics GmbH" in the version respectively in effect at the time of the conclusion of each contract. Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their applicability in writing. This shall also apply in the 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. The performance of services on behalf of the Buyer to the XanTec bioanalytics products delivered shall be governed by the "General Service Terms and Conditions of XanTec bioanalytics GmbH", in the version respectively in effect at the time of the conclusion of each contract. XanTec bioanalytics reserves the right to amend these General Terms and Conditions at any time in which case the Buyer will be duly informed in advance.

1. Seller's offers are subject to change without notice. Contracts shall not be deemed to be legally binding before the Seller's written order confirmation or delivery of the products. The Seller shall reserve the right to make minor deviations from its specifications concerning dimensions, weight, condition and quality.

2. a) Delivery dates shall be approximate, unless the Seller has recognized such in writing to be binding.

b) Should Seller fail to meet a stipulated delivery date, Buyer may only rescind the contract or claim damages instead of the performance ("Schadensersatz statt der Leistung") after unsuccessful expiration of a reasonable period of grace set by it. This does not apply insofar as Seller is not responsible for its failure to meet the delivery date or the setting of a period of grace is dispensable pursuant to §§ 323, para. 2 or 281, para. 2 BGB. In case of a partial fulfillment by the Seller, the Buyer shall only be entitled to rescind the entire contract ("Rücktritt vom ganzen Vertrag") if it has no interest in the performance, taking into account an objective standard.

3. Only those units listed in the Seller's respectively valid price lists shall be deliverable. Seller shall be authorized to make deliveries in installments. Each installment may be invoiced separately. With orders deliverable on call, notice thereof must be made at least two weeks prior to the designated delivery date.

4. Force majeure, company shutdowns, labor disputes or other impediments which are outside the Seller's responsibility which affect the Seller or its suppliers shall release the Seller from the contractual delivery obligations for the term of the disruption and its effects.

5. Seller shall determine the type and manner of shipping, insofar as not otherwise instructed in writing by the Buyer. Shipping shall be made ex works. Buyer shall bear the risk of incidental loss or incidental deterioration of the goods shipped as soon as the Seller hands over the goods to the shipping carrier.

6. a) Prices shall include the packaging costs. Value added tax and transport charges shall be added thereon. Buyer shall bear the shipment costs, insofar as not otherwise agreed.

b) Should Seller, after expiration of four months from the date of the conclusion of the sales contract, i.e. usually after Seller's order confirmation, generally increase or reduce its prices, then the prices in effect on the delivery date shall apply.

7. a) Seller's invoices are payable and due 30 days after the invoice date.

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 8 % above the base interest rate within the meaning of § 247 BGB.

d) Buyer may only set-off its own claims against due payments or claim a right of retention insofar as its claims are determined with res judicata effect, are non-disputed or are recognized. In addition, Buyer shall not be permitted to assign its claims against Seller.

8. a) Seller reserves ownership title to the goods delivered by it until the Buyer has discharged all of its obligations arising out of the business relationship with Seller. The goods subject to reservation of title may neither be pledged nor transferred as security. 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 Seller's claims from the business relationship with the Buyer, Buyer herewith now 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 first be 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, then the Buyer shall be obligated to provide any information necessary for the protection of the Seller's rights. This shall apply, in particular, to 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 reassign the security in the respective amount.

f) 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 to the Buyer and the user and, insofar as necessary, also an approval of the competent authority has been granted. In addition, such application of our products shall require the prior written consent of the Seller. Express instructions for use stated on the package (e.g. "in vitro Diagnostics") 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 or in third parties' instruments 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 nor the condition of third parties' instrumentation, Seller denies any warranty or liability here for. In such cases, Seller's instructions for use shall only be deemed to be non-binding recommendations.

10. a) Notifications of defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing at the latest within one week after receipt of the goods. Latent defects shall be notified without undue delay after their discovery. The failure to observe these deadlines shall result in the automatic loss of any warranty claims which might otherwise have existed.

b) In case of justified objections, the Seller shall, within a reasonable period, supply the missing quantities, or, at Seller's discretion, replace the goods or rectify the defect.

c) Should the Buyer have set a reasonable period of grace for subsequent performance within the meaning of Item 10 b), hereof, then the Buyer can, after unsuccessful expiration of the period set by it, demand either a reduction of the purchase price or rescind the contract. The requirement of the setting of a reasonable period of grace does not apply insofar as the setting of a period of grace is dispensable pursuant to § 323 para. 2 BGB, the subsequent performance failed, is unacceptable for the Buyer or has been refused by the Seller. In case of delivery of defective goods, the Buyer shall only be entitled to rescind the contract if he has no interest in the performance taking into account an objective standard.

d) The Seller shall be liable in accordance with the statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of the Seller's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the German Product Liability Act, for initial impossibility insofar as the Seller had known or should have known of the initial impossibility at the time of the conclusion of the contract, and for stipulated attributes of the products sold, insofar as the Seller assumed a guarantee for their attributes. The Seller shall be liable for damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from negligent violations of Seller's essential contractual obligations or fundamental obligations and for damages caused by Seller's employees as a result of gross negligence or intention without

violating essential contractual provisions or fundamental obligations. As used herein, "fundamental obligations" shall mean such obligations the fulfilment of which is a prerequisite for the transaction of this agreement and which are trusted to be complied with by the Buyer or on the fulfilment of which the Buyer may regularly trust. In case of a partial performance or the delivery of defective goods, the Buyer shall be entitled to damages instead of the entire performance ("Schadensersatz statt der ganzen Leistung") or reimbursement of expenses only if it has no interest in the performance taking into account an objective standard. Otherwise, any liability shall be excluded. No warranty claims or damage claims or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of the Seller's products.

e) No liability shall be assumed for parts subject to wear and tear such as movable parts and parts which are in contact with the sample solution such as sensor chips, tubings, syringes, etc. Provided that the Seller has not maliciously concealed a defect or otherwise warranted certain attributes within the context of a guarantee, the Seller shall only be liable for defects to used XanTec bioanalytics products within the framework of the particular terms contained in a Service Support Agreement concluded between the Buyer and the Seller.

f) The limitation period for claims of the Buyer resulting from defects shall be one year following delivery of the goods. This limitation period shall also apply for claims based on tort resulting from defects of the products. Should the Buyer be in default of acceptance, then the limitation period shall start to run upon the transfer of risk. Claims of the Buyer other than claims based on defects, in particular, claims on the basis of accessory obligations, precontractual liability or tort shall be time-barred two years after delivery of the products. The afore-mentioned limitation periods shall not apply to claims of the Buyer pursuant to Item 10 d) hereof to which it is entitled on the basis of the same facts.

11.a) The Buyer is obligated to autonomously comply with the laws against unfair competition and the regulations according to the Medical Devices Act, if applicable, in case of resale or delivery.

b) It is inadmissible to utilise trademarks of XanTec or their suppliers for third party manufactured products or for processed original products without prior explicit consent from Xantec bioanalytics GmbH.

c) The Buyer is hereby notified that products or delivery items (and the know-how possibly contained therein) may be subject to export or import controls. Each contractual party is personally responsible to comply with the respective export and import control regulations. The Buyer is furthermore notified that the U.S. export control act also applies if it involves goods or delivery items which completely or partially originate from the USA. This may even be the case if the contract contains no further reference to the USA.

12.a) Place of performance and payment shall be Duesseldorf. For Buyers who are business persons or who have their domicile outside of the Federal Republic of Germany, jurisdiction shall be with the Local Court in Duesseldorf or, as the case may be (for disputes concerning claims with a value in excess of €5,000.-), the District Court in Duesseldorf. The Seller may, however, elect to have such disputes decided by the courts having jurisdiction at the domicile of the Buyer.

b) German law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.