

General Terms and Conditions of Business of Messrs TRINOVA Biochem GmbH

Rathenaustrasse 2, 35394 Giessen

I. General Information

1. The services, deliveries and quotations of Messrs TRINOVA Biochem GmbH shall be subject exclusively to the present General Terms and Conditions of Business. This shall also apply in the case of any and all future business transacted even where they shall not have been, once again, explicitly agreed. The present terms and conditions shall be deemed accepted no later than upon receipt of the merchandise or services.

2. The quotations of Messrs TRINOVA Biochem GmbH shall be subject to confirmation and shall be without obligation; they shall likewise be subject to our own orders having been duly and correctly filled by our suppliers. A contract shall come about upon issuance of a written confirmation of order through Messrs TRINOVA Biochem GmbH or through acceptance of the delivery / service on the part of the Customer. The ordering party shall be bound by their offer of contract for a period of 3 weeks.

3. The prices quoted shall not include packaging, transport and freight insurance and shall be subject to the Value Added Tax applicable at any given time in so far as no entitlement to implement deduction shall have specifically issued.

4. The delivery dates quoted by Messrs TRINOVA Biochem GmbH shall be without obligation and shall be subject to their having been supplied on time by their own suppliers and likewise subject to their not encountering unforeseen circumstances or obstacles, irrespective as to whether they shall occur at Messrs TRINOVA Biochem GmbH or within the sphere of business of their own supplier(s) and, more specifically, *force majeure*, regulatory action, non-issuance of items of official approval, labour disputes of all kinds, sabotage and the lack of raw materials. Events of this nature shall justify postponement of delivery as required, namely, even where it shall be a requirement during an already existing period of delay. Under no circumstances, shall the Customer be at liberty to assert claim on grounds of default of delivery. Messrs TRINOVA Biochem GmbH shall reserve the right to withdraw from the contract where any such delay in delivery as shall have been caused by one or other of the events specified above shall be of duration in excess of 6 weeks and Messrs TRINOVA Biochem GmbH may not be held accountable for it.

II. Examination and transfer of risk

1. The Customer shall be obliged to examine the merchandise for completeness and consistency with the contents of the delivery note immediately following receipt. The merchandise shall be deemed to have been delivered in a proper, correct and complete manner where written complaint to the contrary shall not have issued within 14 days, unless, that is, there shall be a defect involved which could not have been identified upon examination.

2. As a strict and general rule, risk shall pass to the Customer upon handover of the product constituting the subject matter of contract to the haulier, forwarding agent, any such party as shall be commissioned by them or to any other such person(s) as shall have been nominated by

Messrs TRINOVA Biochem GmbH. Only those Incoterms that have been specifically agreed per version applicable shall be acknowledged as being effective.

III. Retention of title

1. The merchandise supplied shall remain the property of Messrs TRINOVA Biochem GmbH until such time as any and all claims which they shall have against the Customer under the business relationship shall have been satisfied in full.

2. It shall be deemed permissible for the Customer to process the merchandise supplied or to mix or combine it with other objects. Where processing shall take place together with other objects to which the Customer shall not hold title, Messrs TRINOVA Biochem GmbH shall acquire co-ownership of the newly- produced merchandise in measure equivalent to the ratio accruing between the value of the merchandise supplied and subjected to further processing and the value of the other merchandise involved in processing procedure at the point-in-time of said processing.

3. In the event of disposal by way of sale of the merchandise supplied or of the newly-produced merchandise, agreement shall be established, herewith and now, to the effect that the Customer shall, by way of security, have assigned their claim(s) against their customer as deriving from resale, together with any and all secondary entitlements, to Messrs TRINOVA Biochem GmbH, namely, without further and specific declaration to this effect being required. This assignment shall apply inclusive of any and all current account balance claims existing. The Customer shall be revocably authorised to collect the amounts receivable assigned hereunder to Messrs TRINOVA Biochem GmbH for its own account and on own behalf. This authorisation to collect may not, under any circumstances, be construed as incorporating authorisation in accordance with § 185 Subsection 1 German Civil Code, and, in particular, such authorisation as would empower it to approve disposal of a given amount receivable under a different assignment procedure.

4. The Customer shall undertake, in the event of seizure by third parties of the merchandise subject to retention of title, to draw attention to the property-entitlements of Messrs TRINOVA Biochem GmbH and to, furthermore, notify the latter without delay as to such development.

5. Invoices shall be payable, depending on agreements established, on a pay-in-advance basis or upon receipt of invoice and in adherence to the deadlines agreed. Payment shall not be deemed to have been effected until Messrs TRINOVA Biochem GmbH shall have been credited with the amount(s) in question.

6. Where it shall transpire, that the Purchaser shall be in default of payment, TRINOVA Biochem GmbH shall be at liberty to demand payment of interest from the point-in-time in question in amount equivalent to 8 percentage points above the base rate of interest as of the due date in question.

7. The Customer shall only be entitled to implement offset or exercise a right of retention where the counterclaims shall have become final and conclusive in law or shall be undisputed.

IV. Exclusion and limitation of liability

Messrs TRINOVA Biochem GmbH shall not be held liable for loss of profits or for any other such pecuniary loss as shall be incurred on the part of the Customer. This shall not apply where the cause of loss shall be attributable to wilful intent or to gross negligence.

V. Export approvals

1. Products supplied by Messrs TRINOVA Biochem GmbH are to be used and to remain in the country of delivery as per agreement established with the Customer. The Customer shall be obliged to seek and secure approval to re-export products constituting the subject matter of contract, and this activity is likewise subject to the foreign-trade regulations of the Federal Republic of Germany and, in the case of those products imported from the U.S.A., the export / control regulations of the United States of America. The Customer shall be obliged to independently make their own enquiries in relation to the German regulations at the Federal Export Agency [*Bundesausfuhramt*], 65760 Eschborn (Taunus) and, as regards the U.S. regulations, at the U.S. Department of Commerce, Office of Export Administration, Washington D.C. 20320.

2. The Purchaser shall be obliged to compensate Messrs TRINOVA Biochem GmbH for any and all such loss / damage as they shall incur as a consequence of flawed information or such as shall intentionally have been provided incorrectly. In particular, Messrs TRINOVA Biochem GmbH shall not, under any circumstances, be held liable for the consequences of such information as shall be of relevance for the issue of V.A.T.-exemption and as shall, as such, have been provided by the Purchaser incorrectly.

VI. Applicable law

Those business relations established between TRINOVA Biochem GmbH and the Customer, as well as any and all legal relations attaching thereto shall be governed by the laws of the Federal Republic of Germany. Contractual relations shall, for both parties, be subject exclusively to German law. In so far as the Purchaser shall be a merchant within the meaning of the Uniform Commercial Code [*HGB*] or a legal entity under public law, the sole jurisdictional venue for any and all such disputes as shall arise from the contractual relationship, whether directly or indirectly, shall be Marburg.

VII. Data protection

Order processing shall, in all stages, be carried out with the assistance of automatic data-processing equipment. The Customer herewith declares that they explicitly approve processing on the part of TRINOVA Biochem GmbH of any and all such data to which they shall have been afforded access within the framework of contractual relations and which shall be necessary for the purpose of processing orders. The Customer is also in agreement with use being made on the part of Messrs TRINOVA Biochem GmbH, for business purposes and within the meaning of the Data Protection Act [*Datenschutzgesetz*], of data with which they shall have become acquainted in the course of the business relationship.