

General Sales and Delivery Conditions

AN DER GRUB Bio Research GmbH (ADG)

VALIDITY

These conditions are applied – under exclusion of General Business Conditions of our clients and notwithstanding any different agreements in writing – to all present and future deliveries and services (including services of advice and information given for the specific products).

General business conditions of our customers, which are in conflict with these general sales and delivery conditions shall not be accepted.

In case our direct customer is a distributor, the distributor has the obligation to secure that the end-user has knowledge of the information and warnings with regard to the specific products.

OFFERS AND ORDERS

All our offers are made without obligation to sell. The details of our pricelists in force are subject to possible changes with regard to the price, quantity, time of delivery and possibility to deliver. Orders and oral agreements shall only be binding for us, if and insofar we confirm those in writing, per fax or electronic order systems or those in consistence with the goods and invoices forwarded.

PRICES

All prices charged by us shall be in Euro including packing plus valued added tax (VAT), according to the respective legal provisions in force.

Cost of freight, customs and any duties and taxes for deliveries over the border shall be borne by the purchaser. In case of small orders (less than EUR 200,00) we may charge a separate handling fee to the amount of EUR 15,00.

Unless otherwise agreed in writing, all our invoices shall immediately be due and payment will have to be effectuated within a period of no later than 30 (thirty) days after date of invoice, without deductions. Deductions of costs of bank transfer, postage etc. shall not be accepted.

In case of delay in payment, as well as reasonable doubt of solvency and/or creditworthiness of the purchaser, we may request pre-payment for not effectuated deliveries and payment for all outstanding amounts resulting from the business relationship. Obligations to deliver are stayed as long as the purchaser is in delay with one payment due. We may charge interest according to the respective legal provisions in force. We reserve the right to claim further damages which may arise due to delayed payment.

Only in case of accepted or legally enforceable counter claims may the purchaser set off or claim retainer.

DELIVERY

Delivery is only effectuated according to our standard specifications unless a different specification was not explicitly agreed upon. The Incoterms "EXW" in its respective latest version shall be agreed upon the point of delivery and transfer of risk. It lies in our own discretion to decide upon the means of delivery.

Delivery terms are not binding in so far as we have not declared those binding in writing. We may deliver in separate consignments. In case of a delay in delivery by our fault due to binding delivery terms, the purchaser may - upon a further delay after a reasonable period of grace given by the purchaser in writing - rescind from the contract. Any claims of damages in this connection shall be excluded.

TRANSFER OF PROPERTY/RETAINED TITLE

All goods delivered by us shall remain our exclusive property, unless the purchaser has fulfilled all obligations arising out of the contract with the purchaser, especially the payment of the purchase price.

OBJECTIONS AND WARRANTY

We only warrant that all products during their specified life-term shall be in consistence with the data contained in the data sheet attached insofar as the respective product is correctly handled and stored.

We do not guarantee that our products are deemed to fulfil specific purposes.

Reports and advice given by our sales and technical representatives may be seen as proposals only and shall not constitute any kind of responsibility of ADG.

The purchaser commits himself to immediately inspect the goods upon arrival. Any objections shall only be valid if made in writing within 7 (seven) days after the arrival of the goods. Such written notice must contain the date of order, invoice and delivery and - insofar as possible - a sample of the rejected goods has to be attached. Upon elapse of this deadline our claims for warranty to the purchaser shall expire.

In case of an objection being justified, we shall only remunerate, without obligation of payment, by replacement of the defective goods through new goods. In case such replacement shall fail for two consecutive times, the purchaser may according to his choice, rescind from the contract or claim a reduction in price.

In case of unsatisfactory replacement, our liability shall be limited to the repayment of the purchase price. Further claims of the customer such as damages, consequential damages and damages due to breach of contract, interest or any other from of indemnification shall be excluded. Insofar as deficiencies may be the result of non-compliance of storage conditions, any warranty shall be excluded.

LIABILITY

Any claims of the purchaser for indemnification of direct or indirect damages – including consequential and transmittal damages – against us, our employees or our vicarious agents – regardless on which legal grounds – shall be excluded, unless the damage results from intent or gross negligence.

In any case, a possible obligation to indemnify on our side shall be limited to foreseeable damages. We shall not in any way be liable for indirect and/or consequential damages or loss of profits.

STATUTE OF LIMITATIONS

Any claims against us – irrespective of which legal grounds they are based on – shall be time-barred upon six months after the transfer of risks; damage claims no longer than one year after the date on which the purchaser will have received knowledge thereof, or without knowledge no longer than two years after the date when the damage occurred. This provision shall not apply in the case of damage as a result of intent.

FORCE MAJEURE

Any non-foreseeable occurrence (Force Majeure) shall release to the extent of its effects and for the period of the disturbance the party affected - insofar as such party itself shall not be responsible for such occurrence - from its obligations to deliver or accept. In case a delivery or acceptance shall be delayed over a period of more than one month due to such occurrence, each of the parties may – under exclusion of any further claims – rescind the delivery or acceptance of that amount of goods affected by such an occurrence.

STORAGE

In case of sensitive substances we recommend temperatures that allow storage of the products over several months. As experience has shown, such products may be transported over several days without loss of quality. Therefore we will deliver such products cooled, only on the specific request and at the expense of the purchaser.

USE OF THE PRODUCTS

ONLY PRODUCTS SPECIALLY DESCRIBED IN ADG'S DATASHEETS AS DIAGNOSTIC PRODUCT SHOULD BE USED FOR DIAGNOSTIC PROCEDURES. ALL OTHER PRODUCTS SUPPLIED BY ADG MUST BE USED FOR RESEARCH PURPOSES ONLY. ADG PRODUCTS ARE NOT TO BE USED IN ANY THERAPEUTIC PROCEDURE.

ADG PRODUCTS ARE ONLY SUITABLE FOR USE BY PERSONS TRAINED AND EXPERIENCED IN THE USE OF ANTIBODIES AND RELEVANT LABORATORY TECHNIQUES.

ALL PERSONS INTENDING TO USE ADG PRODUCTS MAY RELY ON THEIR OWN KNOWLEDGES AND JUDGEMENT IN THE SELECTION AND USE OF THOSE PRODUCTS, ALL NOTICES FROM ADG'S DATASHEETS MUST BE NOTED.

The purchaser shall comply with all legal provisions as well as the provisions of any respective data sheet in force, and must observe our specific references and - in case of transfer of the goods to third parties - must transmit the data to those.

Our goods shall only be transported in the authorised packages and means of transport as well as be stored and transported under the authorised labelling.

In the case of singly-packed products, the original packaging may only be opened by the immediate user.

The decision with regard to the suitability of the goods for a specific use or for the purpose of the application, respectively, shall lie in any case solely upon the responsible examination and judgement of the applicant.

Particulars on our data sheet or information within the scope of the advice given by us, shall not free the applicant of his own responsibility of examination and his decision to apply the product, in each specific case and circumstance.

INDUSTRIAL PROPERTY, TRADEMARKS

Upon the use of our goods the purchaser shall take into consideration all existing industrial property rights (especially patents). We shall retain all rights on industrial property and on all information given to the purchaser in the framework of the sale of goods.

In the case of singly-packed products, our trademarks and our logo may not be removed. In the case of bulk goods that are refilled, attention is to be drawn to our production.

PLACE OF PERFORMANCE, JURISDICTION AND APPLICABLE LAW

Place of performance for delivery and payment shall be Vienna.

The exclusive jurisdiction of the competent court in commercial matters for Vienna is hereby agreed upon for both parties of this contract. This contract shall be governed by and construed according to the laws of Austria with the exclusion of the UN Sales Convention.

INVALIDITY OF CERTAIN PROVISIONS

Should any provision of these general sales and delivery conditions be or become wholly or partly invalid or unenforceable this shall not affect the validity or enforceability of the remaining provisions. The parties shall be obliged to substitute the invalid or unenforceable provision by a valid and enforceable provision which in its essential purpose comes as close as possible.

AN DER GRUB Bio Research GmbH