

<p style="text-align: center;">General Terms and Conditions of Sale and Delivery of BIOTECON Diagnostics GmbH</p>
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1. Scope

Sales, deliveries and services by BIOTECON Diagnostics GmbH (hereinafter referred to as "BIOTECON Diagnostics") shall be made exclusively in accordance with the following General Terms and Conditions of Sale and Delivery (hereinafter referred to as the "Terms of Delivery"). By the placing of an order or the receipt of delivery the Customer accepts these Terms of Delivery of BIOTECON Diagnostics. They shall also apply to all future transactions of BIOTECON Diagnostics with the Customer. The application of the Customer's divergent or supplementary terms and conditions shall be excluded, even if such terms and conditions are not expressly objected to by BIOTECON Diagnostics. Additional amendments shall be part of the contract if the Customer does not present any objection within four weeks after having had the possibility of access to the modified regulations of contract.

2. Conclusion of the Contract

2.1 Offers by BIOTECON Diagnostics shall be subject to change. A contract shall not become effective until it has been confirmed by BIOTECON Diagnostics in a written confirmation of order and shall be governed exclusively by the contents of the confirmation of order and these Terms of Delivery. Oral agreements or promises are only valid if they have been confirmed by BIOTECON Diagnostics in writing.

2.2. BIOTECON Diagnostics retains all rights, including property and intellectual property rights, on the sales documentation (in particular pictures, drawings, data on size and weight, explanations and descriptions) and the samples. These items must not be made available to third parties and must be returned to BIOTECON Diagnostics without undue delay on demand. Handing over such sales documentation and samples to third parties requires the prior written approval of BIOTECON Diagnostics-

2.3 The information provided by BIOTECON Diagnostics in its sales catalogues or with the offer - e.g. descriptions, drawings or pictures - only serves as a description of the products and is only approximately relevant unless such information has expressly been qualified as binding in written.

3. Scope of performance, delivery terms and delivery dates

3.1 The performance of BIOTECON Diagnostics shall only contain the deliveries and performance which have been confirmed in written form. If the object of sales or deliveries has to be in accordance to special purposes of the Customer, these special intended purposes and all requirements must have been mentioned expressly and completely in the Customer's order and confirmed in written form by BIOTECON Diagnostics.

3.2 Delivery terms and delivery dates are only binding if they have been confirmed by BIOTECON Diagnostics in writing and the Customer has provided BIOTECON Diagnostics in a timely manner with all of the information or documentation required for the performance of such delivery and the Customer has paid any advance payments in the manner and amount as agreed upon by the parties. Delivery terms agreed upon by the parties shall begin on the date of the confirmation of the applicable order. In the event of additional or supplementary contracts, the delivery periods shall be extended accordingly.

3.3 Events which are unforeseeable, unavoidable and lie beyond the sphere of influence of BIOTECON Diagnostics and for which BIOTECON Diagnostics does not bear any responsibility, such as Acts of God, war and natural disasters, shall release BIOTECON Diagnostics for the duration of such event from its obligation to make a delivery or service on time. Periods agreed upon between the parties shall be extended by the length of such disturbance, and the Customer shall be informed of the occurrence of such disturbance in a reasonable manner. If the end of such disturbance is not foreseeable or should it continue for a period longer than two months, each party is entitled to rescind the contract.

3.4 If BIOTECON Diagnostics is in default with its delivery or service, the Customer shall not be entitled to rescind the contract until a reasonable grace period set by the Customer has expired.

3.5 Should the Customer be in default with his acceptance of delivery or should the Customer be in breach of any other obligations to cooperate with BIOTECON Diagnostics, BIOTECON Diagnostics shall be entitled to reasonably store the products at the Customer's risk and expense. Without prejudice to its other rights, BIOTECON Diagnostics is entitled to rescind the contract if a reasonable grace period set by BIOTECON Diagnostics for the acceptance of delivery has expired without success.

3.6 BIOTECON Diagnostics may make partial delivery.

4. Shipment, Passing of the Risk, Insurance

4.1 In the absence of any other written instruction by the Customer, shipment shall be made using a reasonable method of shipment in the usual manner of packaging. In case of a delivery of BIOTECON Diagnostics abroad BIOTECON Diagnostics is obliged to respect foreign regulations on packaging, weighing and customs, if the Customer has given BIOTECON Diagnostics exact indications about this. Should BIOTECON be obliged to effect any payment due to the mentioned foreign regulations or should BIOTECON Diagnostics have any other damages deriving therefrom, because the Customer had not made any reference to them in advance, the Customer shall exempt BIOTECON Diagnostics from such obligation payment and shall also make up BIOTECON Diagnostics for any damage or loss deriving therefrom.

4.2 The risk shall pass to the Customer upon delivery of the products to the shipment company or delivery of the products to the Customer itself, whichever event occurs first. Should the delivery or shipment be delayed due to reasons for which the Customer bears responsibility, the risk shall pass to the Customer on the date of the notification to the Customer that the products are ready for shipment.

4.3 Insurance shall be taken out only upon prior written request and at the expense of the Customer.

5. Prices, Terms of Payment

5.1 Unless the parties have agreed upon a certain price, the price shall be determined by the price list of BIOTECON Diagnostics as applicable at the date of the conclusion of the contract.

5.2 All prices of BIOTECON Diagnostics shall be quoted ex works exclusive of respective statutory turnover tax, packaging and shipment costs, possible customs duties, consulate fees and any other taxes, charges and fees raised according to provisions outside of the Federal Republic of Germany, as well as of any other cost incurred in that regard, which will be calculated separately and born by the Customer.

5.3 Each payment demand shall become due without any further rebate immediately on the day of the invoice and shall be paid to BIOTECON Diagnostics. Payments by the Customer shall only be deemed to have been made once BIOTECON Diagnostics can dispose of the

amount. According to BIOTECON Diagnostics's own choice payments can be directed to compensate other open pending amounts.

5.4 At any time upon date of invoice, BIOTECON Diagnostics is entitled to place the Customer into default by sending a reminder for payment. If the Customer has not been placed into default through a reminder for payment by BIOTECON Diagnostics, the Customer shall be into default at the latest 30 days following the expiry of the period for payment set forth in Section 5.3 and its receipt of the invoice.

5.5 In the event that the Customer is in default, (cf. Section 5.4) BIOTECON Diagnostics shall be entitled to demand default interest in the amount of 5 percentage points above the basic rate of the European Central Bank per year. BIOTECON Diagnostics's right to claim any further default damages against the Customer shall remain unaffected.

5.6 Bills of exchange and cheques shall only be taken on account of performance upon special arrangement and without any bank charges or other costs for BIOTECON Diagnostics.

5.7 The Customer is only entitled to a set-off if his counterclaim is uncontested or legally binding.

5.8 The Customer is only entitled to assert a right of retention to the extent that its counterclaim is based on the same contract, is uncontested or is legally binding. BIOTECON Diagnostics is entitled to assert any right of retention in the form of a security deposit – also through guarantee-.

5.9 Should BIOTECON Diagnostics become aware of a significant deterioration in the Customer's financial situation after the conclusion of the contract, suspend payment or become in default with the payment of any bill of exchange or cheque, all claims of BIOTECON Diagnostics against the Customer shall become due immediately and BIOTECON Diagnostics shall be entitled to make any outstanding deliveries only against prepayment or upon the provision of security. If such prepayment or security has not been rendered even after the expiry of a reasonable grace period, BIOTECON Diagnostics may, without prejudice to its further rights, partially or totally rescind the contract.

6. Statutory Warranty, Duty to Inspect the Products

6.1 Statements in catalogues, price lists and other material information which BIOTECON Diagnostics has handed over to the Customer, as well as product descriptive statements, are in no way to be understood as warranties as to characteristics or as agreed characteristics. Warranties as to characteristics or agreed characteristics must be expressly denominated as such in writing by BIOTECON Diagnostics.

6.2 Customer's warranty rights shall require that it inspects the products upon delivery without undue delay and notifies BIOTECON Diagnostics thereof in writing and without undue delay, but no later than two weeks following delivery; hidden defects must be notified to BIOTECON Diagnostics in writing without undue delay upon their discovery.

6.3 Customer's warranty rights are restricted to the remedy of defects subject to warranty obligation or the delivery of a product without defect (supplementary performance); BIOTECON Diagnostics shall be entitled to choose between these two possibilities in case of defects. If supplementary performance is not successful, the Customer shall have the right to reduce the price or to rescind the contract.

6.4 The Customer shall give BIOTECON Diagnostics the necessary period of time and opportunity for supplementary performance.

6.5 Ownership of products which have been replaced by BIOTECON Diagnostics shall pass onto BIOTECON Diagnostics.

6.6 BIOTECON Diagnostics shall not assume any warranty for damages caused by inappropriate or improper use by the Customer or by natural wear and tear, provided that BIOTECON Diagnostics does not bear the responsibility for such damages.

6.7 BIOTECON Diagnostics shall bear the material, shipment and working costs which accrue for the purpose of the supplementary performance, provided that the defect claimed by the Customer is acknowledged.

6.8 The limitation period for the statutory warranty claim for the products shall be one year from the date of the passing of risk.

6.9 Any further claims of the Customer, particularly claims regarding damages deriving from product defects, shall normally be excluded unless there is physical injury, or, unless Section 7 provides otherwise.

7. Compensation for Damage and Limitation of Liability

7.1 BIOTECON Diagnostics shall be liable for damage compensation:

(i) for damages which have been caused by it or its agents intentionally or due to gross negligence;

(ii) in the event of the violation of material contractual obligations due to slight negligence, but limited to the foreseeable damage typical to such contract;

(iii) pursuant to the provisions of the Product Liability Act and other possible mandatory statutory liability provisions;

(iv) otherwise for personal injuries for which BIOTECON Diagnostics bears responsibility.

7.2 In case that none of the provisions in Sections 6.9 or 7.1 is applicable, BIOTECON Diagnostics is not liable for damage compensation.

7.3 Sections 7.1 and 7.2 shall apply to all claims for damage compensation, irrespective of the legal grounds therefor, including, but not limited to, liability under tort, for positive breach of contractual obligations (*positive Vertragsverletzung*) and breach of obligations upon negotiation (*Verschulden bei Vertragsverhandlungen*).

7.4 The Customer is obliged to undertake appropriate measures to avert and limit any damage.

8. Retention of Title

8.1 The delivered products shall remain the property of BIOTECON Diagnostics until any and all claims of BIOTECON Diagnostics arising under its business relationship with the Customer have been fully paid even if the single product has been paid. If the Customer is not a merchant, the delivered products shall remain the property of BIOTECON Diagnostics until any and all claims of BIOTECON Diagnostics related to these products have been fully paid.

8.2 In case of current accounts, this retention of title shall be deemed to serve as security for the outstanding owing claim of BIOTECON Diagnostics.

8.3 The Customer shall only be allowed to sell the products subject to retention of title upon BIOTECON Diagnostics' prior approval. The Customer is not entitled to pledge the products subject to retention of title, to assign them as security or make other dispositions endangering BIOTECON Diagnostics's title to such products.

8.4 The Customer shall provide BIOTECON Diagnostics at all times with all desired information concerning the products subject to retention of title. The Customer shall immediately report BIOTECON Diagnostics any access to or claims by third parties to the products subject to retention of and shall hand to BIOTECON Diagnostics all the necessary documents related thereof. The Customer shall also advise any third party of BIOTECON Diagnostics's retention of title. The costs of a defense against access and claims shall be borne by the Customer.

8.5 The Customer is obliged to treat the products subject to retention of title with care for the duration of the retention of title.

8.6 Should the realizable value of the securities exceed all of BIOTECON Diagnostics's claims which are to be secured by more than 10 %, the Customer shall be entitled to demand a release to such extent.

8.7 Should the Customer be in default of material obligations such as payment to BIOTECON Diagnostics, may BIOTECON Diagnostics, notwithstanding other rights, take back the products subject to retention of title and realize them for the purpose of satisfying its matured claims against the Customer. In such case, the Customer shall grant BIOTECON Diagnostics or BIOTECON Diagnostics's agents immediate access to the products subject to retention of title and release them. Should BIOTECON Diagnostics demand the release under this clause, this shall not be deemed to be a cancellation of the contract. The Customer allows to BIOTECON Diagnostics or his agents during office hours access to any and all office premises. BIOTECON Diagnostics or his agents are allowed to take in possession the products subject to retention of title, to exploit them respecting the diligence of a prudent businessman and to settle his claims with the proceeds of their exploitation.

8.8 In case of deliveries to other jurisdictions in which the foregoing provisions governing the retention of title do not have the same security effect as in Germany, the Customer shall take any possible steps to create equivalent security rights for BIOTECON Diagnostics without undue delay. The Customer shall cooperate in all measures such as registration, publication, etc. which are necessary and beneficial to the validity and enforceability of such security rights.

8.9 Should the Customer breach any obligation mentioned in Section 8, BIOTECON Diagnostics is allowed to rescind the contract without prejudice to any other rights of BIOTECON Diagnostics.

9. Product Liability

Should the Customer sell the products, it shall hold, within the internal relationship between the parties to this contract, BIOTECON Diagnostics harmless from any product liability claims of third parties, provided that Customer is responsible for the defect causing such liability.

10. Industrial Property Rights

If the Customer specifies through certain instructions, data, documentation, drafts or drawings, how BIOTECON Diagnostics shall manufacture the products, the Customer assume the warranty that BIOTECON Diagnostics does not violate any rights of third parties such as patents, utility models, trademarks, copyrights and any other intellectual property rights. BIOTECON Diagnostics is not responsible for the violation of industrial property rights for a delivery object which has been produced in accordance to drawings, developments or other indications of the Customer or for an application which is unforeseeable for him. The Customer shall hold BIOTECON Diagnostics harmless from any claims of third parties which these parties may assert against BIOTECON Diagnostics based on any of the above mentioned violations.

11. General Provisions

11.1 Amendments of and supplements to this Contract and/ or these Terms of Delivery and any supplementary agreements must be in writing. That shall also apply to the amendment of this written form requirement.

11.2 If a provision of this Contract and/ or these Terms of Delivery is fully or partially invalid, the validity of the remaining provisions shall remain thereby unaffected. In such case, the parties undertake to replace the invalid provision by a valid provision coming closest to the commercial purpose of the invalid provision.

11.3 Place of fulfilment for all contractual or legal claims is Potsdam. Should the Customer be a merchant, a legal entity under public law or a public law special fund, the exclusive venue for all disputes arising under this contractual relationship – including law suits regarding cheques and bills of exchange – shall be Potsdam. This shall also apply if the Customer has no general place of jurisdiction in the Federal Republic of Germany or has moved its habitual place of residence to a foreign country following the conclusion of the contract. BIOTECON Diagnostics is entitled, however, to sue the Customer at any other court having statutory jurisdiction.

11.4 The laws of the Federal Republic of Germany shall apply with the exception of the UN Law on International Sales (CISG) and the Hague Conventions of 01.07.1964 relating to a Uniform Law on the International Sale of Goods.

11.5 Any business or trade secret obtained through the cooperation between BIOTECON Diagnostics and the Customer shall be confidentially treated by both parties, should not be given to any third party without the prior written consent of the other party and shall not be even used for own purpose with the prior written consent. This rule applies upon termination of the agreement.

12. Additional Terms for Products Manufactured according to Customer's Specifications

If BIOTECON Diagnostics manufactures products in accordance to the specifications of the Customer, the following regulations shall apply in addition to the regulations mentioned above:

12.1 The Customer shall be obliged to accept the contractually manufactured products within a period of one week after being asked for acceptance.

12.2 Should the Customer not accept the products within the period according to Section 12.1, BIOTECON Diagnostics shall be entitled to set in writing the Customer a reasonable grace period for acceptance. Should the Customer not accept the products within that period, the products shall be deemed to have been accepted as far as BIOTECON Diagnostics had made reference to the intended consequence of the behaviour of the Customer at the beginning of the grace period.

12.3 The risk shall pass to the Customer upon acceptance of the products by the Customer according to Section 12.1 or 12.2.

12.4 Furthermore, the risk shall pass to the Customer if the Customer is in default in accepting the delivery of the products.

12.5 If the products are shipped upon the Customer's request, Section 4.2 shall apply to the passage of risk.

12.6 The Customer's statutory warranty rights shall require that it inspects the products upon acceptance without undue delay and notifies BIOTECON Diagnostics thereof in writing and without undue delay, but no later than two weeks following acceptance; hidden defects must be notified to BIOTECON Diagnostics in writing without undue delay upon their discovery. Furthermore, the remaining clauses of Section 6 shall apply.