

General Standard Terms and Conditions of Labortechnik Tasler GmbH, Würzburg (LTT)

1. Scope

1.1 All our deliveries and services including those effected under future business transactions are performed and rendered exclusively on the basis of our General Standard Terms and Conditions. Customer's supplementary or deviating terms shall only apply if expressly acknowledged by us in writing.

These General Standard Terms and Conditions are considered accepted at the latest on receipt of our deliveries and services.

Our General Standard Terms and Conditions are applicable only in transactions with companies, public law bodies, and special public-law funds.

2. Offer, Conclusion of the Contract, Procurement of our Goods, Software, Work Performance

2.1 Our offers are generally subject to change without notice. All contracts become final on receipt of our order confirmation in writing, or at the latest with handover of goods or provision of services. Our offer, our order confirmation and these General Standard Terms and Conditions shall be decisive for the content of the contract.

2.2 Solely those properties and characteristics expressly agreed upon between the parties are considered the agreed condition of our goods. In the absence of such agreement, the product description in our website, catalogs or order confirmation shall be decisive. Any other or further properties and characteristics are only considered an agreed condition if expressly confirmed by us in writing.

2.3 LTT always endeavors to take state-of-the-art technical developments and suppliers' information into consideration in all technical data listed in prospectuses and on the website. By reason of different measuring processes, however, it cannot be excluded that the technical values specified in the product descriptions may differ from the values gained in comparative measurements by up to 10%.

Statements made by us in respect of the characteristics of a product shall only be considered an assurance or guarantee of quality if expressly identified by us as such in writing.

The Customer shall not copy the software unless required for reasons of data backup. The backup copy shall be marked with our copyright note. Documentations and other material shall not be copied.

Notes on industrial property rights and copyrights must not be removed or deleted.

2.4 Individual software or similar products are developed exclusively on the basis of the detailed concept in its final version or the specification of services as agreed. Partial performance may be invoiced separately.

Should the Customer modify its requirements in the course of an ongoing commission, LTT may demand a reasonable adjustment of its remuneration if the latter is affected by such modification. Any agreed completion deadlines shall be deferred by reason of such modification. The Customer shall submit the requested modification in writing. LTT shall immediately check the request and inform the Customer in writing of its

decision. If the parties cannot come to an understanding on a changed version of the order, the order shall be performed as originally agreed.

Work performance is subject to acceptance. For definable partial performances, LTT may demand partial acceptance. In this case, the full performance is considered accepted after successful completion of the last partial acceptance.

Referring to the acceptance regulations described below, LTT shall inform the Customer as soon as a product or service is ready for acceptance. After this information, the Customer shall immediately inspect and test the performance and declare acceptance within 10 working days. Acceptance shall be declared if the product or service substantially complies with the requirements agreed in the specification. Acceptance is considered declared if the Customer signs the operational report or uses the service or product in real operation. If the Customer fails to declare acceptance within the above period of time, the product or service is considered accepted unless the Customer duly complains of warrantable defects within that time. Only defects which seriously impair the overall functionality are regarded as defects preventing acceptance. LTT defines the acceptance process, and the Customer makes available the test data. During acceptance, a report to be signed by both parties shall be drawn up, to which the list of faults is attached if applicable.

The Customer shall inform LTT immediately and in an understandable manner of any significant defects, which LTT shall remedy reasonably soon. Then, another acceptance test shall be made in respect of the contested defect.

3. Delivery, Delivery Period, Force Majeure, Passing of Risks

- 3.1 Unless agreed otherwise between the parties, delivery shall be “ex works” (Incoterms 2000). All transport and delivery costs shall be borne by the Customer.
- 3.2 Dates of delivery of goods and performance of service are not binding unless expressly confirmed by us in writing. Delivery dates define the day of movement out of the warehouse, or the day of receipt of goods or services at the Customer’s in case of free-to-the-door deliveries. Specified delivery periods are approximations. They start on the day the written order confirmation is sent. If the other party is obliged to advance payment, the delivery period starts on the day we receive such payment.
- 3.3 If a delivery date is not observed for reasons attributable to LTT, the contractual partner may allot to LTT in writing a reasonable period in which to make performance. Should LTT fail to perform within such period, the contractual party’s only remedy shall be the right to rescind the contract. Any other rights, e.g. to recover damages, shall be excluded unless in case of gross negligence by LTT.
- 3.4 If LTT is prevented from meeting its obligations by an event of Force Majeure occurring at LTT’s or their suppliers’, the delivery period shall be extended for the duration of the interference, plus a reasonable start-up period. Force Majeure shall include obstruction of transport, business disruptions, delay in delivery of raw materials, strike, token strike, lockout, and other circumstances not foreseeable and not avertable by LTT even with *diligentia quam in suis*. The Customer may rescind the contract if and when it cannot be expected to accept such extended delivery period. If delivery becomes impossible, LTT is released from the obligation to deliver. The Customer can demand that LTT declares whether it rescinds from the contract or intends to deliver within a reasonable period of time. In the absence of a respective declaration by

- LTT, the Customer shall be entitled to withdraw from the contract insofar.
- 3.5 Our specified dates of delivery and performance apply with the proviso that deliveries to LTT are effected duly and in good time. LTT waives all procurement risks vis-à-vis suppliers. If we, failing to receive delivery duly and in good time, have informed the Customer immediately, we shall have the right to withdraw from the contract two weeks after the day specified to the Customer as date of delivery or performance, provided we directly refund to the Customer any amounts already received.
- 3.6. LTT reserves the right to modify the design in a scope customary in this field of industry at any time without previous announcement. Other design modification may be implemented as far as equitable in consideration of the Customer's interests. The contractual partner cannot demand that units already delivered in the context of an ongoing series are updated to the modified design.
- 3.7. LTT has the right to effect partial deliveries.
- 3.8. Generally, also in case of transport at no cost to Customer, the shipping risk passes to the Customer when the goods leave the LTT premises. On the Customer's request, LTT shall insure the goods against transport damages. Transport insurance always expires at receipt of the goods at the Customer's or at the named place of delivery.
- 4. Prices and Payment**
- 4.1 Unless expressly agreed otherwise, prices are ex works **plus packaging**, with the exception of rental or replacement packaging, and excluding turnover tax.
- 4.2 All invoices are payable **within 14 days after receipt** without any deduction to an account named by us.
- 4.3 LTT reserves the right in its sole discretion to perform services only against prepayment.
- 4.4 Payment is not considered made before we can finally dispose of the amount in question. We reserve acceptance of bills and checks received only on account of performance. In respect of acceptance of bills or checks, we waive all liability regarding protesting and due presentation. All costs and expenses in connection with the collection of bills or checks shall be borne by the Customer.
- 4.5 Should it become evident that our accounts receivables are at risk due to Customer's lack of solvency, we have the right to immediately require payment of all not yet due debts from our business relation with the Customer for goods already delivered and services already performed. This shall also apply if we have already accepted bills or checks. Such risk is present if information by a financial institute or a credit reporting agency strongly suggest the Customer's credit unworthiness. The same shall apply if the Customer defaults payment of no less than two invoices. In this case, we furthermore have the right to set a reasonable deadline within which the Customer, versus provision of the as yet outstanding goods and services, must effect payment or, in its own discretion, furnish security. After unsuccessful expiry of this deadline, we may withdraw from the contract. In case of Customer's cessation of payment or over-indebtedness, we may waive extension of the original time.
- 4.6 In case of delayed payment, we may demand interest at a rate of 8 percent points above the base lending rate, subject to assertion of higher damages caused by delayed performance.
- 4.7 Setoff by the Customer is only permissible in the context of uncontested or finally asserted claims. If setoff is impermissible, the Customer can neither assert a lien. Generally,

- setoff shall only be possible for claims from one contract.
- 4.8 The assignment of claims against us is subject to our approval.
- 5. Warranty, Suspension of the Period of Limitation**
- 5.1 Complaints about any evident defects and incorrect quantities must be made in writing to LTT immediately, in any case not later than 5 working days after receipt of the goods. To comply with the term, the complaint must be mailed in time. Concerning hidden defects, the Customer is obliged to complain to LTT in writing after detection of the defect, in any case before expiry of the period of limitation. The Customer has the onus of proof for all prerequisites, above all for the existence of the defect, for the time of detection of the defect, and for the timeliness of the complaint. Should the Customer fail to complain as detailed above, LTT waives all liability.
- The complaint must comprise unambiguous information about the type of objectionable product, the type of defect, and the delivery note number.
- 5.2 Any insignificant deviation from the characteristics we are contractually bound to warrant is not considered a redhibitory defect.
- 5.3 Customer's claims for damages for defective goods shall be excluded unless the defect is attributable to intentionally or grossly negligent behavior by us, our legal representatives or vicarious agents, has been fraudulently concealed, or falls under a procurement warranty assumed by us which, according to the certificate of warranty, allows the Customer claims for damages in the event the warranty becomes operative.
- 5.4 In case of justified and timely complaints by the Customer, we have the right to repair the goods or, in our sole discretion, to effect subsequent delivery against return of the original goods. We shall bear all expenses in connection with subsequent deliveries, primarily transport, traveling, labor, and material costs, with the exception of any excess costs incurred because the purchased goods have been brought from their destination to a different site. The Customer can only assert any further legal warranty rights after ineffective expiry of a reasonable deadline set to us for subsequent delivery, or if subsequent performance is refused by us, is abortive, or is unacceptable to the Customer. In case of reduction, withdrawal, and claim for compensation of expenditure, no deadline must be set if the Customer had to take back our goods from a consumer by reason of their defectiveness, or if a consumer has reduced the purchasing price.
- 5.5 In case of defects, the period of limitation is one year after delivery of the purchased goods to the Customer's. Shorter legal periods of limitation shall override the above named period of limitation.
- 6. Limitation of Liability and Restriction of Statutory Limitation**
- 6.1 We generally take unlimited liability for personal injury and death, as well as in accordance with the product liability act.
- 6.2 In case of violation of important contractual duties, so-called cardinal obligations, our liability in case of intent or gross negligence is generally unlimited; in case of negligence, liability is restricted to the compensation of foreseeable damages which are typical for the contract.
- 6.3 In any other case, claims for damages against us for whichever legal reason are excluded unless we, our legal representatives or vicarious agents have acted with intent or gross negligence. In case of gross negligence, our liability shall be

- restricted to foreseeable damages which are typical for the contract.
- 6.4 The exclusion or limitation of our liability is according to the above paragraphs shall also apply to the liability by our vicarious agents and assistants.
- 6.5 If, in the frame of a procurement warranty, we have granted the Customer certain rights regarding defective goods, such rights shall remain unaffected by the above restrictions of liability.
- 6.6 In the context of a violation of our contractual obligation to protect the Customer's rights, objects of legal protection, and interests, the period of limitation is one year after delivery of the purchased goods to the Customer. If no delivery of the purchased goods has been effected, the period of limitation starts at the end of the year in which the claim has arisen. Shorter legal periods of limitation shall override the above named period of limitation.
- 7. Retention of Title**
- 7.1 Until settlement of all claims (including all outstanding balances of current transactions) which are or will become due to us from the Customer for any legal, the goods shall remain our sole property.
- 7.2 The fact that the Customer processes or remodels our goods for us as manufacturer never creates any obligation on our side. If our goods are processed together with other items not in our possession, we acquire the co-ownership in the new object in the ratio of the value of our goods compared to the value of the other processed item at the time of processing. Furthermore, for the product resulting from such processing, the same shall apply as for our goods delivered under retention of title.
- 7.3 In the usual course of business, the Customer may process and sell the goods under reservation of title as long as it is not behind schedule with its payments due to us. Pledging or assignment as security are impermissible. By way of security, the Customer herewith assigns to us any and all claims arising from the sale of the goods (including all outstanding balances of current transactions), insurance claims, and claims against third parties for damage, demolition, theft or loss of the goods. We accept this assignment. If we are only the co-owners of the goods under reservation of title, the advance assignment is limited to the part of the claim which corresponds to the ratio of our co-ownership (based on the invoiced value). When selling the goods under reservation of title to its customers, the Customer must reserve title in such goods until full payment of the purchasing price. The Customer shall not have the right to sell the goods to third parties if the purchasing price claim for the resale is subject to a non-assignment clause.
- 7.4 We revocably authorize the Customer to collect in its own name the receivables for own account assigned to us. This authorization to collect may be revoked if the Customer fails to meet its obligation to duly effect payment to us, or if our claims apparently are at risk from the Customer's lack of solvency. At our request, the Customer shall name the debtors of the assigned receivables.
- 7.5 In case of third party access to the goods under retention of title, the Customer shall point out our title in such goods, and inform us immediately. The Customer shall bear all costs we incurred for intervention.
- 7.6 The Customer has the right to call upon us to release claims insofar as the realizable value of our securities exceeds by more than 10% our claims to be secured. Any claims to be released shall be selected by us.

7.7 In case of Customer's default of payment, we have the right without setting additional respite to demand interim restitution of our goods under retention by having the Customer at its own expense hand them over or mail them back to us, or to claim assignment of the Customer's right to restitution against third parties. Taking back or pledging the goods under retention shall not constitute a withdrawal from contract. On the terms of delivery versus payment of the purchasing price, we are ready at any time to return the retained goods to the Customers.

7.8. If, in case of deliveries to foreign countries, the retention of title clause stipulated under Par. 7 should be incompatible with the respective foreign law, the regulations on retention of title should be interpreted so that they are compatible with the foreign law while coming as close as possible to the regulation originally intended under Par. 7.

8. Applicable Law, Place of Performance

8.1 All business transaction of LTT are exclusively subject to the law of the Federal Republic of Germany under exclusion of all international and

supranational (contractual) legal systems, especially the United Nations Convention on Contracts for the International Sale of Goods.

8.2 Place of performance for deliveries and services is the LTT place of business.

9. Place of Jurisdiction, Agreed Law

9.1 For both parties, Würzburg shall be the only place of jurisdiction for any and all disputes arising directly or indirectly out of the contractual relation. However, we also have the right to sue the Customer at its general place of jurisdiction.

9.2 Also in the context of cross-border deliveries, Würzburg / Federal Republic of Germany shall be the only place of venue for any and all disputes arising out of the contractual relation [Article 17 of the Brussels Convention on Civil Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters of Sept. 27, 1968 (EuGVUE)]. We reserve the right to start proceedings also at any other court which has jurisdiction in accordance with the EuGVUE of Sept. 27, 1968.

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