

General Terms & Conditions of mipro lab GmbH

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1 Scope

- 1.1 These general terms and conditions apply to all current and future business relationships with our customers.
- 1.2 Upon placing an order with mipro lab GmbH, these general terms and conditions are deemed accepted unless the customer explicitly contradicts their validity when placing the order.
- 1.3 Other deviant, conflicting or supplementary general terms and conditions that have not been agreed in the order shall not become an integral part of the contract unless explicitly approved of in writing, even if the parties were aware of such.

2 Offer, order and conclusion of contract

- 2.1 Our offers are subject to change and are non-binding unless otherwise stated in the order confirmation. Offers that have been specially drawn up shall be binding for 6 weeks or for the period stated in the offer.
- 2.2 All drawings and information in our offers, brochures, price lists, quality descriptions and technical data sheets describe general properties without any guarantee. We reserve all rights of property and copyrights to offers and other documents. The customer may not make them accessible to third parties.
- 2.3 Orders placed by the customer are binding, even before they have been accepted by mipro lab GmbH.
- 2.4 Orders may be accepted in a written form, verbally, by phone or by sending the samples and starting tests. A contract is concluded when a customer places an order and this is accepted by mipro lab. Revocation is no longer possible or only possible to a limited extent after the order has been accepted by mipro lab.
- 2.5 Changes, amendments or side agreements are only binding if accepted in writing. This does not apply to adaptations of analyses of samples agreed with the customer where necessary. Such adaptation may be agreed verbally or by telephone.
- 2.6 In the event of unforeseen circumstances (e.g. technical problems, staff bottlenecks), mipro lab reserves the right to subcontract subject to the prior consent of the customer in writing, verbally or by telephone.
- 2.7 Samples are stored for two weeks after the report date to allow further analyses (see 2.5).

3 Delivery and terms of delivery

3.1 Deliveries are effected as promptly as possible whereby partial deliveries are permissible.

3.2 Delivery times are generally only approximate and not binding, unless a specific delivery date has been noted in the order confirmation or has been retroactively agreed in writing.

3.3 Unforeseen operational disruptions, raw material shortages or cases of force majeure shall release miprolab from the contractual delivery obligations for the term of the disruption. If delivery is delayed by more than six weeks due to the disruption, customer and seller shall have the right to rescind the contract. There are no additional obligations. miprolab will inform the customer as soon as possible of the beginning and end of such hindrance.

3.4 In the event that supplies to miprolab GmbH must be imported, miprolab GmbH's obligation to supply shall also be subject to the punctual receipt of all surveillance documents and import licenses for the materials required in order to produce the goods. In the afore-mentioned cases, miprolab GmbH shall be obliged to inform the customer immediately in writing of the non-availability of the goods and reimburse him immediately for any amounts already paid. These restrictions do not apply if miprolab GmbH is not responsible for the improper or late delivery.

3.5 In the case of export shipments, the customer shall be responsible for providing miprolab GmbH with all necessary import documents and approvals in good time.

4 Prices and terms of payment

4.1 List prices and conditions valid on the date of order are decisive. Prices are quoted exclusive of VAT and comprise all deliveries and services specified in the contract. The prices given are valid until a new price list is published unless re-pricing is necessary due to price increases on the part of suppliers or a change in our own cost factors. miprolab GmbH shall furnish proof of such changes at customer's request.

4.2 Where partial shipments or services have been provided, we reserve the right to invoice them separately.

4.3 Supplementary deliveries and services must be paid separately.

4.4 Costs incurred in connection with postage or packaging, freight, dry ice, transport insurance or customs duties are listed separately in quotations.

4.5 Invoices, even in case of partial deliveries, are due for payment net within 14 days, unless otherwise stated in the order confirmation. Cash discounts are only granted subject to a separate written agreement.

4.6 In the event of default of payment, miprolab is authorized to charge default interest at a rate of 6 % above the current base rate of the German Federal Bank (Deutsche Bundesbank), but a minimum of 7%.

5 Retention of title

5.1 miprolab GmbH shall retain title to the products delivered until all claims for payment have been settled. Retention of title expires upon settlement of all accounts receivable which are still due on the date of payment and included in this retention of title.

6 Warranty, liability and limitation

6.1 The customer must inspect the product immediately upon delivery for absence of defects. The customer must notify us in writing of apparent defects without delay and at the latest within a period of two weeks from receipt of the product, stating the defects and enclosing our delivery note. The warranty claim shall lapse if the customer fails to notify us of obvious defects, does not notify us within the set period or in the correct form or if the customer has processed or used the product.

6.2 Shipping damage must be recorded on the freight documents immediately upon receipt of the goods and passed on to miprolab GmbH. The customer must notify us in writing of any obvious defects within the periods laid down in 6.1., describing the type of defect in detail.

6.3 Material defects found later must also be reported immediately, and at the latest within two weeks from discovery. Otherwise the product delivered is deemed accepted.

6.4 In the case of a notice of defect, the customer shall give miprolab GmbH the opportunity to satisfy themselves of the existence of the material defect. The customer must provide miprolab GmbH with the rejected goods immediately upon request. All claims under this warranty shall be excluded if the customer does not grant miprolab GmbH the opportunity to verify the defect.

6.5 In so far as the goods do contain defects for which we are liable, the customer shall grant us the opportunity to provide subsequent performance within a term of generally two calendar weeks, before asserting any further rights. If subsequent performance fails twice, or if subsequent performance is refused by us, is impossible, is delayed unreasonably or is unreasonable for the customer for any other reason, the customer may - at his discretion - exercise his further legal rights, namely rescission or reduction of the purchase price and (in the event of defects for which we are liable) assert claims for compensation for any damage or futile expenditure incurred, whereby our liability shall be limited by these general terms and conditions.

6.6 We are not liable for damage caused by improper storage of our products and/or incorrect use - e. g. use after expiry of their shelf life or contrary to the directions for use - or if such damage is caused by the buyer in any other way.

6.7 Warranty claims may not be asserted if the defect only concerns slight deviations from the agreed quality, slight impairment of serviceability, natural wear and tear or damage due to external influences not foreseen in the contract. Neither may warranty claims be asserted if the customer should modify the item delivered. If the complaint should prove to be unjustified, miprolab shall be entitled to charge the customer for all expenses incurred.

6.8 Material defect claims are subject to a limitation period of 12 months.

6.9 Unless mipro lab is liable under the provisions of German liability law in cases of gross negligence, fraud or willful misconduct, or death or personal injury resulting from mipro lab's negligence, mipro lab's entire liability for a product or service, whether based on warranty, contract, tort or otherwise, shall not exceed the amount customer paid for such product or service.

7 Transfer of risk

7.1 Our deliveries shall be ex works unless agreed otherwise in writing.

7.2 Shipments are sent uninsured and at the expense and risk of the customer or recipient. Risk shall transfer to the customer as soon as the item delivered is handed over to the party responsible for transport. Additional costs incurred for urgent or express shipments are charged to the customer.

7.3 We reserve the right to choose the transportation route, the means of transport, the forwarding agent, carrier and packaging at our own discretion, but without guarantee.

7.4 Transport insurance will only be taken out on the customer's instruction and at his expense.

8 Breach of contract

8.1 In the case of breaches of contract by the customer, mipro lab GmbH is entitled, subject to any further claims, to cancel any further deliveries and to withdraw from the contract.

9 Data protection and confidentiality

9.1 All data will be treated as confidential and used only in connection with the contractual relationship.

9.1 mipro lab GmbH may not unlawfully disclose, pass on or use any knowledge of facts or documents that become known within the scope of their activities. The obligation of secrecy shall also cover any facts which are not obvious and shall apply for the duration of the contractual relationship. mipro lab GmbH shall be authorized to disclose, pass on or use any knowledge acquired should they be obliged to do so by law, or if the customer expressly releases them from this obligation of secrecy in writing. In all other respects mipro lab GmbH and their employees are entitled to use, publish and evaluate the data obtained from the microbiological tests in consultation with the client and in compliance with data protection regulations.

10 Place of fulfillment and place of jurisdiction

10.1 Place of fulfillment and jurisdiction is Göttingen.

10.2 In the event of any litigation arising from the contractual relationship, provided the customer is a merchant pursuant to the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, suit shall be filed with the competent court having jurisdiction over miprolab GmbH.

10.3 miprolab GmbH is also entitled to file suit at the customer's location.