

General Terms and Condition of HeGo Biotec International GmbH

The following terms and conditions (GTC) form - as a supplement to the applicable law - the basis of all contracts and services of the HeGo Biotec International GmbH (hereinafter: HBI). Different provisions by the buyer shall only be binding for HBI if confirmed in writing by HBI.

1 Offer

(1) All offers of HBI are, unless otherwise agreed, subject to change. All documents attached to or named in the offer such as drawings, illustrations, technical data, etc. are warranties of characteristics or warranty statements, only insofar as they are expressly and in written designated as such.

(2) Deviations of the delivered item supplied from offers, patterns, samples, test and pre-deliveries are permissible in accordance with the DIN-/EN-standards in force or other relevant technical standards.

2 Contract and prices

(1) The contract is concluded on written confirmation of order by HBI or on delivery of the goods. All agreements, commitments, warranties and other assurances are binding for HBI only following written confirmation.

(2) Prices are deemed to be fixed only on written confirmation of order by HBI. The prices of HBI are ex-works plus the statutory VAT rate valid at the time of delivery. Packaging, postage, insurance and other shipping costs are not included and will be charged additionally, unless otherwise agreed or stated otherwise.

3 Delivery quantity, delivery time

(1) A production-related excess or shortfall in deliveries of bulk goods delivery up to 10% of the ordered quantity shall be permissible. HBI is entitled to make partial deliveries to an acceptable extent.

(2) The date of delivery specified by HBI refers to the shipping date of the goods. They are deemed to be observed if the goods leave the works on this date or the purchaser is informed of readiness to deliver.

(3) The agreed delivery date applies only after clarification of all technical and commercial details as well as provision of any necessary input from the customer.

(4) If the delivery period is exceeded, the customer is to grant HBI a reasonable extension of time.

(5) The delivery periods will be appropriately extended in the case of measures connected with force majeure, operational stoppages and similar unforeseen circumstances which are outside the company's control, insofar as such obstacles can be shown to have considerable effect on the manufacture or delivery of the products to be supplied. This shall also apply if such circumstances arise with upstream suppliers. In these cases, the purchaser in particular is not entitled to withdraw from the contract and/or claim damages

(6) If the delivery date including the reasonable extension is not observed, HBI is only liable for the invoice value of the quantity of goods not delivered on time, to a maximum of the amount of negative interest.

(7) Risk is transferred to the purchaser on handing over the goods to a shipping agent or freight carrier, but no later than on their leaving the warehouse or - in case of drop shipments - the supplier's works. This applies even to free house deliveries. Any obligations and costs incurred in unloading shall be borne by the purchaser. HBI shall take out insurance only at the purchaser's instructions and expense.

4 Warranty

(1) The customer is obliged to inspect the goods for perfect condition immediately upon delivery. If this check is omitted, it may not subsequently be argued that a defective or other than the agreed goods have been delivered. Complaints of any kind can only be considered, if filed immediately, at the latest 8 days after the receipt of the goods. With the use of or alteration of the goods every right to complain expires. If deliveries are accepted by the customer without objection, the declared gross weight and the packaging is accepted as complete and free of defects too.

(2) If the goods are defective, HBI is entitled to repair or replace faulty goods at its own discretion. If the attempt to repair or replace goods fails, HBI is entitled to repeat the attempt. Even in this case HBI decides again whether to replace or repair defective goods.

(3) The purchaser is only entitled to withdraw from the contract and/or assert claims for compensation if the attempt to repair or replace goods has failed repeatedly. Claims for compensation are only valid in the case of gross negligence or intent on the part of HBI. Compensation is always restricted to the

negative interest. Compensation for consequential damage is excluded in as far as it is not the result of intent.

5 Neglect of duty

(1) HBI is only liable for breaches of contractual and non-contractual obligations, in particular due to impossibility, default, negligence in contracting and allowed action - even for senior executives and other agents - in cases of willful intent or gross negligence and limited to the typical contractual foreseeable damages on conclusion of the contract. Direct claims against these persons are excluded in all cases.

(2) This exclusion does not apply in case of culpable breach of essential contractual obligations, as far as the achievement of the contractual purpose is jeopardized, in the absence of assured attributes and in cases of binding liability according to the Product Liability Act. Regulations concerning burden of proof remain unaffected.

6 Terms of payment

Unless otherwise agreed HBI invoices are payable within 30 days - incoming payment. Offsetting by the purchaser against the demands of HBI is excluded, except the claim has been accepted by HBI or has been legally recognized. The same applies to the right of retention.

7 Retention of title

(1) All goods supplied remain the property of HBI (conditional commodity) until all claims resulting from the delivery have been fulfilled.

(2) In the event of processing, combining and mixing of the conditional commodity with other products by the purchaser, HBI shall be entitled to (co-)ownership in the resulting product to the value of the state of the conditional commodity before processing, combining or mixing.

(3) The purchaser shall be entitled to sell the conditional commodity only within the normal course of business subject to his standard business terms and for as long as he is not in arrears. If the purchaser resells the conditional commodity, he shall cede the claim vis-à-vis the acquirer to HBI at the time of resale. They serve as sureties to the same extent as the conditional commodity. The purchaser is to oblige the acquirer to make payment directly to HBI with regard to the obligation of payment resulting from the resale. Exceptions to this must be previously agreed in writing between HBI and the purchaser.

(4) All other dispositions regarding the conditional commodity are not permitted, in particular assignments by way of security or mortgage

8 Packaging

(1) Within the framework of the legal regulations HBI takes delivered packaging back if they are returned carriage paid by the customer.

(2) Returnable and rented packaging provided by HBI remains HBI's property. They are to be emptied as soon as possible and returned in perfect condition carriage paid to HBI or handed over to our vehicles against proof of receipt. HBI provides returnable packaging for 3 months free of charge. The packaging must be handled carefully and stored properly in a dry place, protect from rain. Containers have to be closed firmly immediately after drainage. Inscriptions, markings and labels should not be removed or altered.

(3) After emptying returnable packaging may not be used for any transport, storage or other purposes. If returned in soiled or damaged condition containers will not be accepted, but charged at the replacement price.

9 Advice

Technical advice is given to the best of our knowledge based on HBI's research and experience. All data and information on suitability and application of our products, are to be understood as non-binding. It is not a substitute for the buyers own tests and trials. Compliance with statutory and regulatory requirements when using our goods is the sole responsibility of the buyer.

10 Place of performance, jurisdiction and final provisions

(1) The place of performance and jurisdiction for all obligations is Berlin.

(2) The invalidity of any provision of this contract does not affect any other provisions of this agreement. The invalid provision is to be replaced by a valid one which most closely corresponds to the economic purpose of the provision which it replaces.

(3) All declarations which affect the validity of the contractual relationship must be made in writing. An alteration of the requirement for the written form must in turn be made in writing.