

GENERAL TERMS AND CONDITIONS OF SALE

1. Preamble

These General Terms and Conditions of sales shall apply to all sales of goods and services by CHROMagar. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.

2. Offer and Conclusion of contract

Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification.

The weight, volume or gage of the goods measured upon shipment is valid.

3. Prices of the goods

Prices valid at dates of delivery will be applied.

We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs. For any reason beyond our control, like force majeure, shortage of primary material or labour, strikes, official orders, transportation or similar problems, if this increase happens after confirmation of order but before delivery of goods.

Our prices are ex-works unless stated otherwise and do not include any kind of taxes.

4. Terms of Delivery

Unless agreed otherwise, delivery is made from the Seller's premises, Ex-works, to the destination specified by the Buyer. Goods travel at cost and danger of client, unless agreed otherwise.

Confirmed delivery dates are approximates only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control.

In the case of force majeure, Seller reserves the right to post-pone delivery within a reasonable period of time and Buyer will not be entitled to refuse or otherwise be relieved of any obligations as the result of such delay. Should delivery have become impossible by an act beyond our control we reserve the right to partially, unless the client has no interest in them, or completely rescind the contract.

Strikes, unforeseeable events or interruptions of operations are considered force majeure, should we have no influence over these events. Failure to comply by a supplier only gives us the right to rescind the contract, if a replacement deal was made and failed to comply.

Seller reserves the right to stop deliveries of goods and withhold shipments in whole or in part if Buyer fails to perform its obligations hereunder.

Unless failure to comply or delay of delivery was caused by us, our lawful representatives or auxiliary persons by gross negligence or intentional acts, we will not be liable for non-compliance. Should we be liable under the terms aforementioned, liability is limited to damages that occur foreseeable and typically under the circumstances.

5. Terms of Payment

Unless agreed otherwise, our invoices are to be paid within 30 days (receipt of goods and invoice). Should client fail to comply within 30 days, he will automatically be in default of payment. Payment is considered made when it is at our disposal. Detention of payments or balancing of payments against claims of buyer against Seller is not allowed, unless these claims are undisputed or legally established.

If buyer fails to make payment by due date, without prejudice to any other right of remedy available to the Seller, we are entitled to charge the buyer interest on the unpaid amount, as established by the French Commercial code.

Should there be reasons to doubt the solvency or credit standing of the client, we reserve the right to demand securities or prepayments for any outstanding delivery or declare immediate maturity of all outstanding claims.

6. Transfer of Risks/Retention of Title

All risks relating to goods sold, even those connected with a case of force majeure, including any risk incurred during transport shall pass to the Buyer "ex works" (incoterms) even if the price quoted includes transport charges.

Title to goods sold shall not pass to the Buyer until full payment of the price, e.g. the principal sum and any other charges, has been made.

The failure to make timely payment shall entitle the Seller to assert his title to the goods or to claim the payment from the Buyer. Notification to the Buyer of any such measure by formal notice with acknowledgment of receipt shall be deemed sufficient.

The Buyer must render the Seller every assistance the latter may need, if he is led to take measures to protect his title to the goods.

7. Warranty

Seller warrants that its products shall conform to the description of such products as provided in Seller's leaflets, or website.

Seller's warranties made in connection with this shall not be effective if Seller has determined that buyer has misused the products in any manner or has failed to use the products in accordance with instructions, if any.

Immediately upon buyer's receipt of any goods shipped hereunder, Buyer shall inspect the goods and shall notify the Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instruction concerning disposition. If buyer shall fail to so notify Seller within five days after, the goods have been received by buyer, such goods shall conclusively be deemed to conform to the terms and conditions.

Seller's sole and exclusive liability and buyer's exclusive remedy with respect to products proved to be defective or nonconforming shall be the replacement of such products free of charge or issuing a credit note, in Seller's sole discretion, upon the receipt of such product, in accordance with Seller's instructions. Seller shall not

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be liable for any incidental, consequential or contingent damages.

The warranty does not cover damages to the goods that were caused by improper handling or storage after the passage of risk or caused by external factors that were not foreseen in the contract.

8. Technical Advises

Our technical advises are given according to our best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application. Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons. Unless intentional violation of contract has been proven, we will only be liable for damages that occur foreseeable and typically.

9. Limitation of Liability

To the maximum extent permitted by applicable law, we will not be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages (including but not limited to costs of cover, loss of profits, loss of business, loss of goodwill or loss of revenue) that you might incur under the agreement, or that may arise from or in connection with our products or services, even if we had notice of the possibility of such damages. In addition, our maximum aggregate liability arising out of or in connection with the agreement, or any product or service, is limited to the amount you paid to us for the product or service purchased. However, these provisions do not limit our liability that cannot be limited by law, including but not limited to liability for fraud and death or personal injury caused by our negligence.

10. Compliance with laws

CHROMagar strives to follow the regulatory requirements and certifies that (to the best of its knowledge) the products are produced in compliance with applicable IVD and ISO current standards, that it does not discriminate against any employee or prospective employee because of race, creed, colour, national origin, sex, age or handicap, nor permit discrimination in any form nor maintain segregated facilities for its employees that is actively pursued employment minorities: females, handicapped or disabled persons.

CHROMagar's products are intended primarily for laboratory research purposes, consequently, they should be used by trained personnel only and unless otherwise indicated on the front of Seller's invoice or on product labels are not to be used for any other intention than in vitro diagnostic purposes.

11. Miscellaneous

- Governing Law: These Terms and conditions, and performance under it will be governed by the law of the French Republic, without reference to its choice of law provisions. Place of execution and place of venue is Paris, France.

We reserve the right to sue at buyer's place of business. In the event of any legal proceeding between you and us relating to this Agreement, neither party may claim the right to a trial by jury. Any action arising under this Agreement must be brought within 1 year from the date that the cause of action arose.

-Confidentiality: Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder.

-Severability: Any provision of the Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

-Safety Precautions: Chemical products may be inherently dangerous; inhalation; ingestion can cause serious physical injury. Proper handling, storage and careful use of such products are required.