



General Terms and Conditions of Business / Sales Conditions
BIOLINK Gesellschaft für Verbindungstechnologien GmbH (Version 07/05)

I. General Remarks:

1. The following terms and conditions will exclusively govern the relations of BIOLINK to entrepreneurs as defined by § 14 BGB (German Civil Code) as well as legal persons and special funds under public law.
2. The sale of BIOLINK'S goods and any other business relations, namely present and future relations, will exclusively be based on the following terms and conditions. For later orders it is not necessary to further refer to these sales conditions.
3. Hereby we contradict explicitly to any diverging sales conditions and any other contrary terms and conditions of our customers.

II. Offers; Prices:

1. All offers are made without obligation and form a request to the customer to make an offer for purchase (invitatio ad offerendum). The contract is effected with the order of the customer (offer) and BIOLINK'S acceptance of the offer. If the acceptance deviates from the offer, it has to be considered as a new offer that is not binding on BIOLINK.
2. Prices are only fixed prices if agreed in writing. In other respects the prices of BIOLINK'S actual price list are valid. All prices are fixed in EURO when not marked in another currency.
3. All prices are made ex works or store, including standard packing, as far as not otherwise agreed in writing.



4. Samples, oral indications, recommendations and other documents and data as copies, drawings, specifications of dimensions and weight are only approximate and not binding on BIOLINK unless explicitly assured or guaranteed in writing.

III. Deliveries, Delay and Impossibility of Delivery:

1. As far as not expressly otherwise agreed the delivery of our goods is made at the Customer's expense and risk.
2. The dates and periods indicated by BIOLINK are not fixed dates, unless expressly otherwise agreed. Delivery dates confirmed by BIOLINK are only an indication of time. In cases of force majeure, BIOLINK shall be entitled to postpone the delivery for the period of the impediment and a subsequent start-up time or, if the performance was made impossible or materially complicated for reasons that BIOLINK is not responsible for, to withdraw in whole or in part from the contract. Cases of force majeure include also strikes, unforeseeable interruptions of operations and other unforeseeable events, unless BIOLINK is responsible for them.
3. In case of a delay of delivery, the Customer is allowed to set a reasonable period to BIOLINK in writing to effect the delivery. If the delivery does not take place until the expiration of the period, the Customer is entitled to withdraw from the contract or to claim damages for non-performance, as far as he pronounced the refusal to take delivery after expiration of the period (prior threat of refusal).
4. In case of obligation to perform in advance, BIOLINK is entitled to refuse the handing over of the goods if after conclusion of the contract BIOLINK achieves knowledge upon facts that doubt the Customer's credit worthiness. BIOLINK'S right to refuse performance expires as soon as the purchase price will be paid or the Customer provides a security.
5. For damages caused by the delay of delivery or non-performance, BIOLINK is only liable in cases of intent or gross negligence on part of BIOLINK or its legal representatives or vicarious agents. In such cases, liability is limited to the foreseeable, typically occurring



damage. This limitation of liability is not valid for damages caused by the injury of life, body or health or the breach of a fundamental contractual obligation. This does not mean an alteration of the burden of proof to the disadvantage of the Customer.

IV. Claims based on Defects and Liability:

1. In case of defects of the delivered contractual goods, the Customer shall be entitled to demand subsequent performance by rectification of the defects or subsequent delivery according to § 439 BGB during the warranty period. In case of failure of the subsequent performance, the Customer shall be entitled to withdraw from the contract or reduce the purchase price. Claims based on defects are excluded in case of only insignificant deviation from the agreed condition or insignificant impairment of the merchantability of the goods. As far as the Customer is an enterprise variations in quantity and in quality which are customary in trade do not form a defect.
2. The warranty period is 1 year since the delivery of the contractual goods if not the defect has been concealed fraudulently.
3. Any obvious defects must be notified in writing and not later than within a period of 7 days from the detection of the defect. If the Customer is a merchant within the meaning of the HGB (Commercial Code), the provisions of § 377 HGB are applicable. For the purpose of subsequent performance by rectification of defects or subsequent delivery, the Customer must send the goods back to BIOLINK. If the delivered goods are defective, BIOLINK shall bear the expenses required for subsequent performance, in particular costs of transport, travel, work and material. As far as the expenses are increased due to the fact that the item was subsequently taken to a place other than the place of residence or of the establishment of the Customer, claims for reimbursement of expenses of the Customer shall be excluded, unless such relocation to another place is in accordance with the proper use of the goods.



4. The warranty as to defects does not refer to normal wear and tear and not to any defects that occur as a consequence of improper or careless treatment, excess load or similar influences that the contract does not provide for. The same shall apply if maintenance instructions are not observed or improper changes were made to the contractual goods.
5. Claims for damages caused by a defect or another reason of liability are excluded. This does not apply as far as liability is imperative under the Product Liability Act and in cases of liability due to intent, gross negligence, for the harm of life, body or health or for a breach of material contractual duties or the fraudulent concealment of defects. This does not mean an alteration of the burden of proof to the disadvantage of the Customer.

V. Retention of Title:

1. BIOLINK retains title to the goods, until the entire claims against the Customer under the business relationship, including future claims also under contracts concluded in parallel or at a later time, have been settled. Manufacturing, installation or transformation is always effected for BIOLINK as the manufacturer, but without obligation for BIOLINK. In case of expiration of the title because of combination, the Customer's title to the unitary object passes into the ownership of BIOLINK on a pro rata basis. The Customer keeps the (co-) ownership of BIOLINK in custody free of charge.
2. The Customer shall be entitled to manufacture and sell the goods which are subject to retention of title in proper business operations as long as he is not in default. Pledges or transfers by way of security are inadmissible. The Customer already now assigns to BIOLINK by way of security all claims in full extent resulting from resale of the goods or another legal ground (insurance, tortious act). Assigned claims will be released in the case that the amount of the pre-assigned claims exceed the secured demand more than 20%. In case of breach of a contractual obligation, the Customer empowers BIOLINK revocably to recover the assigned demands for his account but on behalf of BIOLINK. By request the Customer has to disclose the assignment and hand out the required information and documents.



3. In case of access or any other intervention by a third party, the Customer has to point out the ownership of BIOLINK and to inform us immediately. For the infringement of these obligations the Customer is liable for damages and other costs.
4. In case of a breach of contractual duties – in particular in case of default in payment – BIOLINK shall be entitled to take the goods back at the expense of the Customer or to require the assignment of the Customer's claim for restoration against a third party. The taking back as well as the attachment of the goods which are subject to retention of title do not constitute a withdrawal from the contract. BIOLINK will give back the goods to the Customer as soon as he complies with his obligation to pay.

VI. Terms of Payment:

1. Payment has to be made within 14 days from the date of invoicing without discount.
2. If the Customer fails to pay on due date, BIOLINK shall be entitled to claim legal default interest from the day of exceeding the above (1.) mentioned term of payment. Besides, BIOLINK shall be entitled to withdraw from the contract and claim damages for non-performance.
3. In case the Customer does not fulfil duties of payment BIOLINK shall be entitled to accelerate the whole residual debt, also when having accepted cheques. In such case, BIOLINK shall also be entitled to claim prepayment or provisions of security for henceforth deliveries.
4. The Customer can only set payments off against such claims that are undisputed or have become res iudicata.

VII. Place of Jurisdiction; Choice of Law; Severability Clause:

1. Place of Jurisdiction shall be the seat of the BIOLINK company. However, BIOLINK shall be entitled to sue the Customer at his residence or seat of company.



2. There shall apply the law of the Federal Republic of Germany, excluding the UN Sales Convention.
3. If any of the above provisions should be or become ineffective, this shall not affect the validity of the other provisions. The ineffective provision shall be replaced by such an effective provision that is most similar in fact, law and economic with these Order Conditions and other contractual agreements. The same shall apply in case of unforeseeable incompleteness of these Order Conditions or other contractual agreements.