

The present terms and conditions govern matters between Millipore s.r.o., with its registered seat at Praha 6, Řičanova 21, Company ID: 624 16 154, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C., Entry 32129 ("Millipore CZ") and the Client in the event of a contract of sale between commercial entities (B to B).

PREAMBLE

Each product Order placed implies the prior acceptance of these general conditions.

ARTICLE 1 - SUBJECT

The aim of the present general conditions is to define the rights and obligations of the parties to a sale by Millipore CZ to the Client of products consisting of scientific research and equipment material, notably biotechnology ("Products"), principally aimed at pharmaceutical laboratories, private companies in the field of biotechnology and life science research, universities, public research laboratories and research institutes.

ARTICLE 2 - CONTRACTUAL DOCUMENTS

- The present contract consist of:
 - the present terms and conditions
 - the Order form, which constitutes a conclusive acceptance of the present general conditions.
- In case of a contradiction between the terms contained in the documents, the terms of the Order form prevail.
- The present Terms and Conditions are governed by "ICC Incoterms 2000". In this respect, the Incoterm "DDP" Destination (Delivered Duty Paid) is applicable to the delivery of the Products. Freight and logistics shall be arranged and prepaid by Millipore CZ, and then added to Client's invoice.

ARTICLE 3 - FULFILMENT OF THE ORDER

- Millipore CZ will make all reasonable commercial efforts to comply with the mutually agreed delivery date. Millipore CZ assumes that no damage shall arise out of late delivery. Therefore, Millipore CZ shall not assume any liability for any damages arising from delivery delayed by no more than 90 days.
- No delay or default in delivery of the Products within the period described in paragraph 1 immediately above permits the Client to rescind the contract of sale or refuse delivery of the Products.

ARTICLE 4 - TRANSFER OF OWNERSHIP TITLE

- The transfer of ownership title to the Products to the Client shall be effective when they leave Millipore CZ's point of distribution. The Client shall not sell or otherwise dispose of the Products to a third party until full payment of the purchase price, interests, costs and other sums owed.
- In case of difficulty identifying the Products, all Products responding to the same specifications and not identified otherwise are reputed to be the Products of Millipore CZ, accounting for any sum owed to Millipore CZ by the Client. In order to facilitate identification, it is forbidden to remove any distinctive marks on the Products.
- Millipore CZ can withdraw from the contract if the period for payment of the purchase price, interests, costs or other sums has expired and the bill has not been settled in the manner of written withdrawal notice delivered to the Client. Millipore CZ shall have the right to retake the Products from the Client and the Client shall be obliged to deliver the Products back to Millipore CZ at the Client's cost immediately after delivery of the withdrawal notice to the Client.
- The application of the present clause does not in any way modify the stipulations relative to the transfer of risks, as set out in Article 2 above.

ARTICLE 5 - OBLIGATION TO PAY

Loss of or damage to the Products after the risk has passed to the Client does not discharge him from his obligation to make full payment of the purchase price.

ARTICLE 6 - RECEIPT

- Without prejudice to Millipore CZ's right to claim damages for any losses or damages resulting from rescission, if the Client refuses to accept delivery, the period for delivery having expired, Millipore CZ can:
 - bill him for all the additional costs consequent to the refusal, Millipore CZ notably being able to place the Products in a warehouse at the expense of the Client and claim from him the reimbursement of the costs incurred of transport to the warehouse.
 - claim from him the difference in price between the price agreed and the resale price to a third party purchaser.
- This article does not prejudice Millipore CZ's right to take back the Products under Article 4(3).

ARTICLE 7 - WARRANTY AND LIMITATION OF LIABILITY

- Millipore CZ warrants its Products will meet their applicable published specifications when used in accordance with their applicable instructions for a period of one year from shipment of the Products. There is no other warranty, expressed or implied.
- The Client is to inspect the Products upon their delivery. Any reservations relative to obvious defects or to missing Products due to a possible default by Millipore CZ must be immediately notified in writing to the transporter and by recorded letter to Millipore CZ at the latest during the three (3) working days following delivery of the Products or at the latest during the ten (10) calendar days following the billing date in the case of missing Products.
- An eventual Product return cannot be carried out without the agreement of Millipore CZ, and according to its directions. Any Products returned without the prior agreement of Millipore CZ will not be credited to the Client's account.
- Millipore CZ would not be held responsible for the deterioration of the Products acquired by the Client due to incorrect stocking conditions. To this end, the Client undertakes to respect the specifications and conditions of use of the said Products. In case of default, any guarantee by Millipore CZ will not apply.
- In the event of a breach of the foregoing warranty, Millipore CZ's sole obligation shall be to repair or replace, at its option, the applicable Products or part thereof. If after exercising reasonable efforts, Millipore CZ is unable to repair or replace the Products or part, then Millipore CZ shall refer to the customer all monies paid for such applicable Products or part.
- In general, any guarantee by Millipore CZ does not apply in case of:
 - incorrect installation, use and maintenance of the Products, in non-respect of the instructions given by Millipore CZ;
 - normal wear and tear of the Products or lack of proper maintenance.
- Millipore CZ shall not assume existence of any liability for indirect prejudice such as commercial prejudice, loss of clientele, loss of Orders, other commercial problems, loss of profits, property damage or damage to trademarks, sustained by any customer from the use of its Products.
- All actions directed against the Client by a third party are not assumed by Millipore CZ in delivery of the Products and, therefore, they constitute an indirect prejudice and so does not give rise to any right to compensation from Millipore CZ.
- Millipore CZ assumes that any damage caused to the Client by any breach of the contract by Millipore CZ cannot exceed the amount of the sums effectively paid to Millipore CZ according to the contract. In any case, the fines and sanctions that can be attributed to Millipore CZ in the hypothesis that its responsibility is established are expressly limited to an amount equal to the sums effectively paid to Millipore CZ by the Client arising from the original Product purchase that led to Millipore CZ's responsibility being established.

ARTICLE 8 - PRICE

- The prices are indicated in Euros, before tax, and are only valid at the date the Client sends the Order form.
- To pay for the Order, the Client can choose any method of payment as prescribed on the Order form.
- The prices correspond to the price list at the date of the sale.
- Except where agreed otherwise, the conditions of payment are the following:
 - Payment must be made within 30 days after the delivery of the Products, on condition that the Client's credit is approved. In the opposite case, payment must be made before delivery.
 - In no case does a complaint made by the Client justify late payment.
 - In case of 30 days late payment, default interest shall accrue on the sums due at a rate of seven points above the Czech National Bank's annual repo rate, without prejudice to the Seller's right to receive payment within such 30-day period.
 - In the event that Millipore incurs legal costs, collection fees or other related charges in seeking to recover payments due from the Client, Client shall be required to pay an additional sum equivalent to 15% of the amount of the unpaid bill. Payment of the contractual penalty does not affect the right of Millipore CZ to seek compensation for damages. In the case of late payment, Millipore CZ reserves the right to suspend or cancel the Orders in process.

ARTICLE 9 - TERMINATION

In case of a breach of their obligations by one of the parties, not corrected in a period of 30 calendar days commencing from the sending of a recorded letter notifying the party of the breach, the other party will be able to terminate the contract without prejudice to any damages to which it would be entitled by virtue of the present conditions.

ARTICLE 10 - FORCE MAJEURE

- In case of force majeure, Millipore CZ will not be held responsible for any lateness or default in the performance of its obligations under the present contract.
- Without forming an exhaustive list, the following events constitute force majeure: war, civil war, declared or not, legislation, regulations, state decisions, legal decisions, embargos, export restrictions, import restrictions, on sending or delivery, strikes, lockouts, accidents, fires, delays or defaults of transporters, floods, government controls or quotas.

ARTICLE 11 - INDEPENDENCE OF THE PARTIES

- None of the parties can enter into an undertaking in the name of and/or for the account of the other.
- Furthermore, each of the parties remains solely responsible for its own acts, allegations, engagements, performances, Products and personnel.

ARTICLE 12 - NULLITY

If one or several stipulations in the contractual documents are held to be invalid or are declared to be so according to a Law, a Regulation or following a final decision of a competent tribunal, the remaining stipulations maintain their scope and force.

ARTICLE 13 - APPLICABLE LAW

The present contract is governed by Czech law, namely by the Act No. 513/1991 Coll., the Commercial Code, as amended.

ARTICLE 14 - COMPETENCE

In the event of a dispute despite attempts to find an amicable solution, express competence is attributed to the relevant court based on the registered seat of Millipore CZ, notwithstanding plurality of defendants or the introduction of third parties, even for emergency, urgent or summary proceedings, or on petition.

ARTICLE 15- DOMICILE & NOTICE

- The parties elect the domicile of the place of their seat at the date of the Client's Order.
- All notices, to be valid, will have to have been notified at the address of domicile by recorded letter.

ARTICLE 16- SECURITY & PRIVACY POLICY

When a Client does business with Millipore, individuals associated with such Client may be required to provide Millipore with personal data. If such individuals do not provide Millipore with the required data, Millipore may not be able to handle the Client's requests, claims or orders. This data is processed by Millipore's sales people, customer service representatives and information technology staff for a customer profiling, order/sales administration, lead/opportunity management and service repairs.

Personal data is also transferred to Millipore's corporate headquarters in the United States for the same purposes as listed above. Individuals have the right to access their data processed by Millipore and have such data rectified. Individuals may also require that their data be deleted.

For further information see Millipore's Security & Privacy policy posted at www.millipore.com.

ARTICLE 17 – WEEE DIRECTIVE

As provided for in Article 952 of Directive 2002/96/EC on waste from electrical and electronic equipment and as transposed by Section 37 c (2) Waste Act Amendment 7/2005 of January 6, 2005, amending Act No. 185/2001 Coll., the Client hereby agrees to bear any costs and conduct any required operations associated with the environmentally sound management of the waste resulting from the Products in accordance with all provisions, including any specific conditions, laid down by any national legislation. Should the Client be a distributor or the end user, for any disposal of used product support, please contact a local Millipore CZ representative.

ARTICLE 18 - SHIPMENTS

- Products shipped with dry ice are subject to a handling charge, which is prepaid by Millipore and added to the invoice. Product containing radioactive materials shall only be shipped to customers with pre-approved radiation safety permits. Such product shall only be addressed and shipped to Buyer's radiation safety office.
- At its election, Millipore may reserve a volume of certain research reagent products for evaluation on behalf of Buyer, or up to 90 days. The reserved volume is subject to reallocation or release at Millipore's discretion. Buyer is responsible for evaluation of reserved product and determination of specific volumes and delivery schedules to be requested. Within 90 days, Buyer must provide Millipore with a Purchase Order detailing the product, lot, volume, and delivery schedule for reserved product. All excess product(s) will be released at Millipore's discretion. Should Buyer be unable to determine a firm delivery schedule for a reserved product within 90 days, a separate written Supply Agreement detailing product, lot, volume, price, storage fees, and a final date when the balance of all products will be delivered must be agreed upon between Millipore and Buyer before any product will be delivered. The final shipment date may not exceed 365 days after execution of the Supply Agreement. The Supply Agreement is subject to all terms and conditions set forth herein.

ARTICLE 19 - CUSTOM MADE-TO-ORDER PRODUCTS

Millipore may define certain products as Custom Made-To-Order ("CMO"). Buyer must provide Millipore with product specifications prior to the start of manufacturing a CMO product. Millipore and Buyer shall agree to all production and testing techniques prior to the start of manufacturing a CMO product. Buyer must provide a Purchase Order detailing product and delivery schedule for reserved product. Buyer shall purchase the entire lot of the CMO without regard to volume. Purchase Orders for a CMO product(s) are not cancellable.

ARTICLE 20 - AUTHORIZED USE

- The purchase of Millipore products conveys to Buyer a non-transferable right to use the purchased product(s) in compliance with the intended use statement listed on the product data or product information that accompanies each product. Each product also may be accompanied by limited use information or limited use label licenses. Unless otherwise expressly stated in product data or product documentation sheets, Millipore products have not been tested for safety or efficacy.
- As stated in the documentation accompanying the product(s), certain products are intended for research use only and are not to be used for any other purpose, which includes but is not limited to, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses or any type of consumption or application to humans or animals.
- Products specifically labeled for *In Vitro* Diagnostic ("IVD") use are approved for diagnostic procedures only when used in accordance with the accompanying product insert instructions by appropriately trained personnel. Products labeled as Analyte Specific Reagent ("ASR"), according to current United States Food and Drug Administration regulations, are products for which the analytical and performance characteristics have not been established and can only be used by high-complexity labs, including those regulated by Clinical Laboratory Improvement Amendments, public health labs, VA hospitals, and other diagnostic manufacturers.
- Buyer shall be completely responsible for: obtaining any necessary intellectual property permission, compliance with any and all applicable regulatory requirements, and conducting all necessary testing.

ARTICLE 21 - RETURNED GOODS

No products shipped under this contract may be returned without the express prior written authorization of Millipore and all products must be returned with Millipore's approved Product Return Authorization form. Title to the returned products shall pass to Millipore upon delivery of the products to Millipore's facilities. The products shall be returned in their original containers with the original Millipore label affixed and unaltered in form and content. Where applicable, Buyer agrees to provide Millipore with interim product temperature and other appropriate storage documentation and to package products with proper refrigerant to maintain required temperatures during transit. All product returns are subject to a restocking charge. No returns will be authorized after 120 days following shipment to Buyer.

ARTICLE 22 - COMPLIANCE WITH FOREIGN CORRUPT PRACTICES ACT

Buyer acknowledges that Millipore is a United States corporation and, as such, is subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 *et seq.*, which prohibits the making of corrupt payments (the "FCPA"). Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Buyer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause Millipore to be in violation of, the provisions of the FCPA.

ARTICLE 23 - COMPLIANCE WITH EXPORT RESTRICTIONS

- Buyer agrees that it will comply with all restrictions imposed by the United States of America upon the export of the Products pursuant to the Export Administration Act of 1979, 93 Statutes at Large, Section 503, *et seq.*, as from time to time amended, or any successor act and all regulations promulgated thereunder. Buyer will cooperate with Millipore in obtaining appropriate export licenses for the Products and will submit all documentation requested by Millipore (including, without limitation, Forms ITA-629) in connection therewith.
- Buyer agrees that it will comply with all restrictions imposed by the United States government relating to the export, or re-export, of the products or the transfer of any Millipore technical data. Buyer also agrees that, without the prior written approval of the U.S. Department of Commerce, it will not sell the products to any customer it knows, or has reason to know, will use them, directly or indirectly, in any chemical or biological warfare application. Buyer will cooperate with Millipore, and will submit all documentation requested by Millipore to obtain the appropriate licenses prior to the export of the products or the transfer of any Millipore technical data. If required by Millipore, Buyer will also obtain an end use statement from the end user of products. Buyer further agrees that it will comply with all import and export restrictions of any country in which Buyer is doing business, including but not limited to verification by Buyer that no end user of the products or recipient of technical data has been listed on any country's "denied parties" list.