

The present terms and conditions ("Conditions") govern matters between Millipore A/S ("Millipore") and the Client, in the event of the conclusion of a contract of sale between commercial entities (Business to Business" of "B to B").

PREAMBLE

Each Order placed implies the prior consultation of the Conditions.

ARTICLE 1 - DEFINITIONS

- In these Conditions each of the following terms has the following meaning:
 "Client". The person who submits an Order for the Products.
 "Contract". Any contract for the sale and purchase of the Products made between Millipore and the Client, being an Order submitted by the Client.
 "Order". An order for Products submitted to Millipore on a designated form.
 "Product". Any goods consisting of scientific research and equipment material used primarily in the biopharmaceutical industry and principally aimed at pharmaceutical laboratories and research institutes (including any instalment thereof or any parts of such goods) which Millipore is to supply to the Client in accordance with the terms of the Contract.
 The headings of these Conditions are for convenience only and shall not affect their interpretation.

ARTICLE 2 - SUBJECT

- The aim of the present general conditions is to define the rights and obligations of the parties to a sale by Millipore to the Client of Products.

ARTICLE 3 - CONTRACTUAL DOCUMENTS

- The Contract is comprised of the following documents, presented in descending hierarchical order:
 > The Conditions; and
 > The Order Form, which constitutes a conclusive acceptance of the Conditions.
- In case of a contradiction or inconsistency between the terms contained in these documents, the terms of the document higher in the hierarchy prevail.
- The Conditions are governed by the international rules for the interpretation of trade terms of the International Chamber of Commerce 2000 "Incoterms". In this respect, the Incoterm "FCA" Millipore (Free Carrier) is applicable to the delivery of the Products. Freight and logistics shall be arranged and prepaid by Millipore, and then added to Client's invoice.

ARTICLE 4 - FULFILMENT OF THE ORDER

- Millipore will make all reasonable commercial efforts to comply with the mutually agreed delivery date. Millipore will not be held liable however for any damages arising out of late delivery.
- No delay or default in delivery of the Products permits the Client to rescind the Contract or refuse delivery of the Products.

ARTICLE 5 - TRANSFER OF OWNERSHIP –RETENTION OF TITLE

- Ownership of the Products shall transfer to the Client upon the full payment of the purchase price, interests, costs and other sums owed.
- Until such time as the ownership of the Products passes to the Client, the Client shall keep the Products separated from those of the Client and third parties and properly stored, protected and insured (in an amount which is not less than the price payable to Millipore (therefore) and identified as Millipore's property.
- In case of difficulty identifying the Products, all products of the same specification and not identified otherwise are deemed to be the Products of Millipore. In order to facilitate identification, the Client shall not remove or permit the removal of any distinctive marks, including any trade marks, on the Products.
- The ownership rights retained by Millipore pursuant to the ownership reserve clause set forth in Article 5, Section 1 are limited to the right of Millipore to retake Products being subject to an ownership reserve clause if the period for payment therefore has expired and the bill has not been settled, without prejudice to other applicable remedies.
- Nothing in this Article 5 shall be deemed to modify the provisions relating to the transfer of risk to the Client or the Products set out in Clause 3 above.

ARTICLE 6 - OBLIGATION TO PAY

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

ARTICLE 7 - RECEIPT

- Without prejudice to Millipore's right to claim damages for any losses or damages resulting from rescission or breach of contract, if the Client refuses to accept delivery, the period for delivery determined under 4.1 having expired, Millipore can:
 > bill it for all the additional costs consequent to the refusal, Millipore notably being able to place the Products in a warehouse at the expense of the Client and claim from it the reimbursement of the costs incurred of transport to the warehouse; and
 > claim from it the difference in price between the price agreed and the resale price to a third party purchaser.
- This article does not prejudice Millipore's right to retake possession of the Products under Article 5.

ARTICLE 8 - WARRANTY AND LIMITATION OF LIABILITY

- Millipore warrants that the 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 under the Contract. There is no other warranty, expressed or implied.
- The Client shall be responsible for arranging inspection of the Products upon delivery. Any reservations relative to obvious defects or to missing Products due to a possible default by Millipore must be immediately notified in writing to the transporter and by recorded letter to Millipore. Millipore shall have no liability for any claim in respect of (a) a defect in the Products unless it receives written notice within three (3) working days following delivery or (b) missing Products unless it receives written notice within ten (10) calendar days following the billing date.
- Products cannot be returned without the prior written agreement of Millipore and according to its directions. Any Products returned without the prior agreement of Millipore will not be credited to the Client's account and the Client will be liable for payment of the purchase price thereafter in accordance with the terms of the Contract.
- Millipore shall 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 Products. In case of default, any guarantee by Millipore will not apply.
- In the event of a breach of Article 10.1, Millipore's sole obligation shall be to repair or replace, at its option, the applicable Product or part thereof. If after exercising reasonable efforts, Millipore is unable to repair or replace the Product or part, then Millipore shall refund to the customer all monies paid for such applicable Product or part.
- Any warranty provided Millipore will not apply in the event of:
 > A failure to install, use and maintain of the Products in accordance with any instructions, specifications or conditions of use given by Millipore.
 > Normal wear and tear of the Products or lack of proper maintenance.
- Millipore shall not be liable for any losses which are not reasonably foreseeable, or loss of profits, business anticipated savings, goodwill, loss of or damage to property or trademarks, or other indirect loss or damage, which arises in connection with this Contract.
- Millipore shall not be responsible for any damage to or loss of Products resulting from the transportation of the Products and the Client must direct its claims relating to such damage or loss to the transporter.
- All claims directed against the Client by any third party from the use of the Products constitute indirect loss which does not give rise to a right to compensation from Millipore.
- In any case, the maximum liability that can be attributed to Millipore in the event that its responsibility is established is expressly limited to an amount equal to the sums effectively paid to Millipore by the Client under the Contract that lead to Millipore's responsibility being established.

ARTICLE 9 - PRICE

- The price of the Products shall be the price quoted by Millipore valid at the date an Order is made. All prices are given in Euros, and exclusive of any applicable tax including VAT.
- To pay for the Order, the Client can choose any method of payment as prescribed on the Order form.
- Except where agreed otherwise in writing, the conditions of payment are the following:
 • If the Client's credit has been approved by Millipore, payment must be made within 30 days of the invoice date; otherwise payment must be made before delivery of the Products.
 • Any pricing or invoicing complaints must be made within 30 days of the invoice date. In no case does a complaint made by the Client justify late payment.
 • In case of payments not made within such 30-day period, interest shall accrue on the sum due in accordance with the Interest Act.
 • 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.
 • In the case of late payment, Millipore reserves the right to terminate the Order or suspend any further deliveries to the Client.

ARTICLE 10 - TERMINATION

- If a party fails to observe or perform any of its obligations under this Contract and fails to remedy such breach (if remediable) within a period of 30 calendar days of the other party's written notice to do so sent by recorded delivery, the other party will be able to terminate the Contract without prejudice to any other rights or remedies available to it under these Conditions.

ARTICLE 11 - FORCE MAJEURE

- In case of force majeure, Millipore will not be held responsible for any lateness or default in the performance of its obligations under the Contract.

- Without forming an exhaustive list, the following events constitute force majeure: war, civil war, declared or not, legislation, regulations, state decisions, embargos, export restrictions, import restrictions, other governmental restrictions on sending or delivery, strikes, lockouts, accidents, fires, delays or defaults of transporters, floods, government quotas.

ARTICLE 12 - INDEPENDENCE OF THE PARTIES

- Nothing in this agreement is deemed to constitute a right for any of the parties to act on behalf of the other in any way.
- Each of the parties remains solely responsible for its own acts, allegations, engagements, performances, products and personnel.

ARTICLE 13 - NULLITY

- If and to the extent that any stipulations in the Contract are held to be illegal, void or unenforceable, such provisions shall be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining conditions of the Contract.

ARTICLE 14 - APPLICABLE LAW

- The Contract shall be governed by and be construed in accordance with the laws of Denmark.

ARTICLE 15 - JURISDICTION

- The Courts of Denmark are to have jurisdiction to settle any dispute which may arise in relation to or in connection with this Contract.

ARTICLE 16 - NOTICE

- Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be served by sending it by prepaid recorded delivery, special delivery or registered post to that other party at its registered office or such other address as may be notified in the Order form.

ARTICLE 17 – 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 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 18 – 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 15, subsections (1) and (2), Statutory Order no. 664 of 27 June 2005 on management of waste electrical and electronic equipment (WEEE Order), 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 representative.

ARTICLE 19 - 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, for 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.
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ARTICLE 20 - 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 21 - 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 22 - 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 23 - 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 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 24 - 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-625) 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