

## MILLIPORE ASIA LIMITED ("MILLIPORE") TERMS AND CONDITIONS OF SALE

### 1. Acceptance

Millipore's offer to sell product(s) to Buyer is expressly limited to Buyer's unconditional acceptance of these terms and conditions. Any of the following constitutes Buyer's unqualified acceptance of these terms and conditions: (i) written acknowledgement of these terms and conditions; (ii) issuance or assignment of a purchase order for the product(s), (iii) acceptance of any shipment or delivery of Millipore product(s), (iv) payment for any of the product(s); or (v) any other act or expression of acceptance by Buyer. **THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.**

### 2. Prices, Taxes and Payment

All prices are firm unless otherwise agreed to in writing. Millipore reserves the right to change the prices and specifications of its products at any time without notice, unless otherwise explicitly specified in a written customer product quote. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Millipore is required to prepay any such tax, Buyer will reimburse Millipore. Payment terms shall be net 30 days after shipment by Millipore. Millipore reserves the right to charge a late fee to invoices outstanding beyond 30 days after shipment. In addition, Millipore reserves the right to require cash on delivery ("C.O.D.") payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. Millipore may also refuse to sell to any person until overdue accounts are paid in full. Buyer is responsible for all collection costs on past due accounts.

### 3. Delivery and Shipment

Millipore will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided that Millipore accepts no liability for any losses or for damages arising out of delays in delivery. Shipment of all products shall be CIP destination; identification of the products shall occur when they reach their destination, at which time title and risk of loss shall pass to Buyer.

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 Buyers with pre-approved radiation safety permits in accordance with the applicable laws, regulations and rulings. Such product shall only be addressed and shipped to Buyer's qualified 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.

#### 4. 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 CMO product. Buyer shall purchase the entire lot of the CMO without regard to volume. Purchase Orders for a CMO product(s) are not cancelable.

#### 5. Inspection

Buyer shall be responsible for inspecting all products shipped hereunder prior to acceptance, provided, that if Buyer shall not have given Millipore written notice of rejection fully specifying and documenting the reasons thereof within 30 days following shipment to Buyer, the products shall be deemed to have been accepted by Buyer.

#### 6. Millipore's Standard Warranty

Millipore warrants that its products will meet their applicable published specifications when used in accordance with their applicable instructions or, in the case of research products, will conform to the product description that accompanies each product, for a period of one year from shipment of the products. **MILLIPORE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY.** The warranty provided herein and the data, specifications and descriptions of Millipore products appearing in Millipore's published catalogues and product literature may not be altered except by express written agreement signed by an officer of Millipore. Representations, oral or written, which are inconsistent with this warranty or such publications are not authorized and if given, should not be relied upon.

In the event of a breach of the foregoing warranty, Millipore's sole obligation shall be to repair or replace, at its option, the applicable product or part thereof, provided the customer notifies Millipore promptly of any such breach. 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. **MILLIPORE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER DAMAGES SUSTAINED BY ANY CUSTOMER FROM THE USE OF ITS PRODUCTS.**

#### 7. 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.

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.

8. 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.

9. Technical Advice

Millipore may, at Buyer's request, furnish technical assistance, advice and information with respect to the products, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at Buyer's risk and which is provided subject to the disclaimers and limitations of liability contained herein.

10. Agents, etc.

No agent, employee or other representative has the right to modify or expand Millipore's standard warranty applicable to the products or to make any representations as to the products other than those set forth in Millipore's product literature and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of this contract.

11. No Assignment

Orders are not assignable or transferable, in whole or in part, without the express written consent of Millipore.

12. Typographical Errors

Stenographical, clerical or computer errors on the face of any Millipore invoice shall be subject to correction by Millipore.

13. Third Parties

Nothing in this document is intended to create any rights in third parties against Millipore.

14. Modification, Waiver of Breach

This contract may be modified and any breach hereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought. The waiver by either party of any provision of these Terms and Conditions shall not operate as a waiver of such provision at any other time.

15. Governing Law

This contract shall be governed by and construed in accordance with the laws (other than those relating to conflict of laws questions) of Taiwan, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16. Jurisdiction

Any and all disputes or controversies arising under, out of or in connection with this contract or the sale or performance of the products must be brought to the Shi-Lin District Court. Each of the parties irrevocably submits to the exclusive jurisdiction of the Shi-Lin District Court in any such proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

17. Management of Waste

Buyer hereby agrees to bear any costs and conduct any required operations associated with the environmentally sound management of waste resulting from the products in accordance with all provisions, including any specific conditions, laid down by any national legislation, including legislation relating to electrical and electronic waste. Should Buyer be a distributor or the end user, for any disposal of used product support, please contact a local Millipore representative.

18. Compliance with Foreign Corrupt Practices Act

Buyer acknowledges that Millipore is a subsidiary of Millipore Corporation, 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.

19. Compliance with Export/Import Restrictions

Buyer agrees that it will comply with all restrictions imposed by the United States of America and the Republic of China (Taiwan) upon the export and import of the Products; including but not limited 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 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 agrees that it will not sell or re-export the products or technical data to any party, directly or indirectly involved with nuclear or missile technology, or chemical/biological weapons development. Buyer agrees that it will not sell or re-export the products or technical data to countries that have been sanctioned by the U.S. government.

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.

20. Severability

If any provision of these terms and conditions is held illegal, invalid, inapplicable or unenforceable, such provision shall be deemed severed from these terms and conditions, the remainder of which shall remain in full force and effect.

21. Entire Agreement

These Terms and Conditions of Sale shall constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the sale of Millipore products and supersedes all prior and contemporaneous understandings or agreements of the parties.

Rev. 3/19/09