

General Terms and Conditions

General Terms and Conditions of PhytoLab GmbH & Co. KG, Vestenbergsgreuth, hereinafter referred to as PhytoLab.

§ 1 Scope of application

The version of the following General Terms and Conditions valid when the order is placed shall apply exclusively with respect to the business relationship between PhytoLab and the customer. PhytoLab does not acknowledge any deviating terms or conditions of the customer unless PhytoLab has given explicit consent to their application. PhytoLab processes orders placed by companies, universities and research institutes exclusively on the basis of these General Terms and Conditions. Orders placed by private individuals are not accepted. In the event that any part of the terms and conditions outlined below becomes legally invalid, this shall not affect the validity of the other parts.

§ 2 Offer and subject matter of contract

Our offers are subject to confirmation. Any declarations or orders made by the customer constitute offers for the conclusion of contracts with PhytoLab and do not become part of the contract until explicitly accepted or acknowledged by PhytoLab. By placing an order, the customer acknowledges the version of PhytoLab's General Terms and Conditions valid when the order is placed. Acceptance of the order is subject to availability.

Inasmuch as no other provisions have been made, offers for analytical investigations include communication of the test results in the form of a certificate of analysis. Additional documentation work shall be stipulated and remunerated separately.

As long as sufficient material is available, PhytoLab will keep test samples for an additional six (6) months after the test results have been communicated and then dispose of them. If test samples are to be stored for a longer period or returned to the customer, the pertinent arrangements must be agreed separately.

Test reports and raw data shall be stored for a period amounting to no less than five (5) years.

PhytoLab is entitled to rescind the contract after reminding and granting a deadline if the customer contravenes his contractual obliga-

tions, e.g., agreed terms of payment, or fails to perform his collaborative duties, and does not take the required action within the deadline granted. PhytoLab reserves the right to assert corresponding claims for damages.

§ 3 Prices

The current prices at the time of order placement shall apply. If no other provisions have been made, prices shall be quoted in EUROS and shall be subject to the statutory value-added tax. The applicable amount of value-added tax shall be shown separately on the invoice. Prices for delivered items shall be quoted ex works (EXW, Incoterms 2000).

§ 4 Delivery and transport

Placed orders shall be carried out as quickly as possible subject to availability. Particulars relating to delivery times are not binding unless a binding assurance has been given in exceptional circumstances.

Standard analyses are generally completed within five (5) to ten (10) working days of receiving the test sample and pesticide analyses within ten (10) to fifteen (15) days, as long as all technical and commercial details have been clarified and all of the information and documents to be provided by the customer have been made available.

The customer shall only be entitled to cancel an order after issuing a reminder and granting a reasonable deadline. Should PhytoLab be unable to carry out an order through no fault of its own, PhytoLab is entitled to rescind the contract with the customer in full or in part. In this case, the customer shall be informed without delay that the placed order cannot be carried out.

Inasmuch as no other provisions have been stipulated, deliveries shall be made to the customer's designated address by a courier service contracted by PhytoLab at the expense of the customer. PhytoLab shall charge a country-specific standard forwarding rate. The prices specified on the price list at the time of

ordering shall apply. The standard forwarding charge shall include all of the costs incurred in accordance with the definition of the DDU shipping term (INCOTERMS) that applies at the time of ordering. The customer shall also bear all of the customs clearance costs and duties that are due in the importing country and shall assume responsibility for all import formalities in the country of destination.

Additional costs may be incurred for the shipping of hazardous goods, which shall be communicated to the customer separately where applicable.

PhytoLab reserves the right to partial deliveries and partial performance as long as no additional costs are incurred by the customer as a result. Where partial deliveries are expressly wished by the customer, all of the additional shipping costs incurred by the partial deliveries shall be borne by the customer.

§ 5 Due date and payment

Inasmuch as no other provisions have been stipulated, payment of PhytoLab invoices shall be due immediately upon receipt. Payment by cheque or bill shall only be accepted on account of performance. Any expenses and/or costs shall be charged to the customer.

Payment is delayed following a corresponding reminder or after 30 days without reminder in accordance with Section 286 Subsection 3 of the German Civil Code (BGB). PhytoLab shall be entitled to claim interest amounting to 8 % above the base interest rate (Basiszinssatz) for the time of the delay. PhytoLab reserves the right to assert claims for other damages caused by delayed payment.

The customer shall only be entitled to offset or retain payment with legally enforceable or undisputed counterclaims.

§ 6 Retention of title

All deliveries, goods, works, products and services remain the property of PhytoLab until payment has been made in full.

§ 7 Warranty

Assertion of warranty claims by the customer presupposes the fulfilment of the customer's obligations. These include, in particular, the communication of complete, relevant information and data, as well as test samples, when placing the order, the orderly and timely performance of obligations to conduct investigations and give notice of defects, and, where necessary, storing the contracted items in a proper and orderly manner. The customer is responsible for ensuring that samples are taken, packed and dispatched in a proper and orderly manner.

If the customer gives notice of a defect in due time and the complaint is justified, PhytoLab may choose between the delivery of a substitute or rectification of the defect. Rejected products may only be returned with the consent of PhytoLab.

If an attempt at subsequent performance proves unsuccessful, the customer is entitled to demand a reduction of the purchase price or to rescind the contract, inasmuch as the defect is not of a merely minor nature.

The customer may only assert additional claims for damages in the case of intent or gross negligence on the part of PhytoLab. In all events, liability for damages is limited to typical, foreseeable damages.

The warranty period is one (1) year, unless a different period has been stipulated.

§ 8 Disclaimer, responsibilities of the customer

PhytoLab accepts no liability for any faults or defects, which may arise or have arisen within the customer's area of responsibility. When placing orders, the customer assumes responsibility for ascertaining the conditions to be met when importing the ordered products into the country of destination before communicating the order to PhytoLab. The customer must obtain all of the necessary documents and send these to PhytoLab at the time of placing the order. The customer assumes the sole responsibility in the event that ordered products are detained by the customs authorities during import. Any damage to products resulting from such detention, e.g., improper storage, thus falls within the customer's area of responsibility unless PhytoLab is responsible for the damage. PhytoLab is not obligated to provide any assis-

tance whatsoever in the event of any problems with the customs authorities in the importing country.

As far as deliveries from PhytoLab are concerned, the customer is obliged to comply with all of the national and international regulations, statutory requirements and regulatory requirements relating to the delivery, storage, handling and trading of the ordered deliveries that apply in the country of destination. The lack of hazard identification does not necessarily mean that the product concerned is intrinsically harmless. PhytoLab accepts no liability whatsoever for any damage (personal injury or damage to property) caused by improper handling or storage of the products outside PhytoLab's area of responsibility.

§ 9 Limitation of liability

PhytoLab's liability for damages that do not relate to personal injury or damage to health, and are not caused by intent or gross negligence, is limited to the amount provided for by the existing liability insurance policy.

The existing business liability insurance policy for delivered products covers a lump sum of 20 million euros for injury and damage to property and 10 million euros for the extended product liability insurance for each insured event. The existing business liability insurance policy providing for the amounts given above constitutes the basic insurance to cover claims for damages that are oriented to the statutory requirements.

The insurance coverage for consequential losses arising from faulty test results amounts to 1 million euros.

§ 10 Non-disclosure, communication of information

When contracted to perform analyses, PhytoLab is not obliged to disclose to the customer any in-depth information regarding details of the analytical methods developed by PhytoLab apart from the test results. Information on the method of analysis may be made available for submission to authorities or for the customer's own use when stipulated by a separate agreement and in return for corresponding remuneration.

The documents drawn up by PhytoLab refer to a specific project defined in the order. They may not be used for any other purpose or project or,

in particular, passed on to a third party, even in a modified form, without PhytoLab's express permission.

§ 11 Copyright and rights of use

Documents drawn up by PhytoLab, e.g., certificates of analysis, expert opinions, statements, etc., may only be used for the stipulated purpose and, apart from that, may not otherwise, changed or unchanged, be published nor used for advertising purposes without PhytoLab's explicit consent.

§ 12 Place of fulfilment and place of jurisdiction

The court with functional competence for PhytoLab in Fürth, Middle Franconia, Germany shall be the place of jurisdiction for any legal disputes arising from or connected with any contractual relationships with PhytoLab. PhytoLab is, however, also entitled to assert claims against a business partner before any other court that may have jurisdiction according to national or international law.

All legal transactions for which these General Terms and Conditions apply are subject to German law, excluding international trade agreements and, in particular, the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 13 Data protection

PhytoLab treats all personal data confidentially as a matter of principle.

Acquired personal data is only processed, used and stored for the purpose of processing and carrying out your inquiries and orders.

When processing data, protectable issues are always taken into consideration in accordance with the statutory requirements.

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