

General Terms and Conditions

of PhytoLab GmbH & Co. KG, Vestenbergsgreuth
(subsequently: PhytoLab)

§ 1 Scope of application

These general terms and conditions in their valid version at the time the order is issued apply exclusively to the commercial relationship of PhytoLab with the client provided the client is an entrepreneur, legal person under public law or a special fund under public law (§ 310 I BGB (Bürgerliches Gesetzbuch - German Civil Code)). They also apply if PhytoLab performs its services without reservation in the knowledge of conflicting or different terms; such conflicting or different terms are only binding on PhytoLab if PhytoLab has expressly agreed to their application in text form.

§ 2 Offer, conclusion of the contract, test samples, documentation

The offers from PhytoLab are non-binding. Client orders are only binding if they are accepted by PhytoLab in text form or are carried out by PhytoLab without reservation. If PhytoLab confirms the order in text form (order confirmation), then it is deemed to have been accepted on the confirmed terms unless the client immediately rejects these terms on receipt of the order confirmation in text form. PhytoLab reserves the right to deliver deviations from the agreed services which are reasonable in relation to the scope and nature.

If test samples are not used for tests, PhytoLab will keep them for six months after reporting the results of the tests and will then dispose of them; a specific agreement is required for longer storage or to have them returned. Any return of test samples will take place at the expense of the client and at the client's risk; customs and other import formalities are the responsibility of the client.

PhytoLab will transmit the results of analytical tests in the form of a certificate of analysis. Additional documentation must be agreed and paid for separately. PhytoLab will store certificates of analysis and raw data as well as any agreed additional documentation for a period of five years.

§ 3 Prices

If there is no separate agreement, the prices usually charged by PhytoLab for the same services at the time the contract is concluded will apply. If there is no deviating agreement, all prices are in euros and exclusive of value-added tax at the applicable rate at the time of the service.

§ 4 Time of performance, partial performance

PhytoLab will usually conduct standard tests within five to ten working days, calculated from receipt of the test sample and any information or documents from the client required for the tests to be carried out; a further condition for performing the services is prior clarification of all technical and commercial details of the order.

Information from PhytoLab regarding the timing of performing the services is non-binding unless a binding time of performance has exceptionally been

confirmed in text form. This also applies to services other than testing services.

PhytoLab is entitled to provide partial performance.

§ 5 Payment, offsetting, right of retention

Unless another agreement has been reached, invoices from PhytoLab are due immediately on receipt.

Offsetting by the client is only permitted in the case of claims which are undisputed or have been legally determined, exercising the right of retention is only permitted for undisputed or legally determined counterclaims which are based on the same contractual relationship.

§ 6 Liability for damages, exclusion of compensation

The contractual liability of PhytoLab for damages which are not damages to body or health (property damage or pecuniary loss) and a corresponding tortious liability presume fault.

Liability is excluded for simple negligence if PhytoLab has not infringed any essential contractual obligation; if there is an infringement of an essential contractual obligation, liability for simple negligence is limited to those damages which are foreseeable and typical for the contract, however no more than € 20 million for property damage and € 1 million for pecuniary loss. The period of limitation is two years from the day the services are performed.

PhytoLab's liability for damages to body and health remains in accordance with statutory provisions. However, if the client is liable for damages in relation to third parties in accordance with the Medicines Act or foreign legal regulations which regulate the liability of pharmaceutical companies in the case of death or other damage to body or health, and if the damages can be traced to a breach of duty by PhytoLab, then the client waives the right to seek compensation from PhytoLab provided the damages to be paid are covered by the client's third-party liability insurance. The client is aware that this waiver of compensation claims may require the consent of its third-party liability insurer.

§ 7 Confidentiality of analysis methods, copyrights and rights of use, data protection

PhytoLab is not obliged to disclose the details of its analysis methods. If PhytoLab provides the client with its analysis methods on the basis of a separate agreement and in return for separate payment, the client is only permitted to use these for the agreed purpose (e.g. evidence for authorities, for the client's own tests) and must otherwise keep the analysis methods confidential in relation to third parties.

PhytoLab retains the copyright to all documents supplied by PhytoLab (certificates of analysis, additional documentation, expert reports, opinions etc.). These documents may only be used within the project defined in the order. Any use, even in a modified form, for other purposes or projects, transfer to third parties, publication or use for promotional purposes requires express consent in text form.

PhytoLab will treat all personal data which it receives in confidence. These data will be processed, used and stored for the purpose of performing the order and responding to requests.

§ 8 Applicable law, place of performance, legal venue

German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of performance is the registered office of PhytoLab. The legal venue for all disputes arising out of or in connection with the respective contract is the court for this registered office. However, PhytoLab is entitled to bring a lawsuit against the client in another court which has jurisdiction for the dispute.

§ 9 Supplementary provisions for the supply of reference substances

All prices are ex works (EXW).

PhytoLab supplies reference substances on the basis of the applicable legal provisions in Germany for the delivery, storage and handling of reference substances. If and to the extent that more extensive or different requirements apply in the country of destination as a result of national or international legal provisions, the client must inform PhytoLab.

The reference substances will be delivered to the address provided by the client by way of a freight forwarder engaged by PhytoLab at the expense of the client; PhytoLab will charge country-specific fixed-rate shipping costs for this at the amount usually charged by PhytoLab at the time the contract is concluded, and additionally any extra costs for shipping hazardous goods. The client will pay any customs duties which may be charged in the importing country and is solely responsible for customs clearance and complying with all import formalities in the country of destination.

PhytoLab will not be liable to pay damages in the case of non-delivery or delay if and to the extent that the non-delivery or the delay is solely a result of the fact that PhytoLab's suppliers did not deliver or did not deliver on time even though PhytoLab had concluded a hedging transaction.

If a substantiated notice of defects is made on time, PhytoLab is entitled to choose supplementary performance by way of a replacement delivery or removal of the defects. If the supplementary performance does not succeed, the client is entitled to a reduction in price or, provided the defect is not minor, to withdrawal. The guarantee period is one year; this also applies to all contractual claims for damages.

Reference substances remain the property of PhytoLab until full payment of the purchase price has been made.

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