

General Terms and Conditions

1. Applicability

1.1 The following General Terms and Conditions are valid for orders and sales of products and services from Jena Bioscience ('products'). Any other terms and conditions, including the customer's own, are not applicable, whether referred to when ordering or not.

1.2 Any changes to these Terms and Conditions, any additional agreements, and other declarations are only valid when given by Jena Bioscience in writing.

2. Orders and Contracts

2.1 Orders are binding only upon acceptance by Jena Bioscience. Orders can be given in written form (by mail or by fax, by e-mail or via the Jena Bioscience web site) or by telephone. The contract is completed when confirmed in writing, or through shipping of the merchandise by Jena Bioscience.

2.2 Products that have been ordered by mistake cannot be returned to Jena Bioscience. Products that are returned unrequestedly to Jena Bioscience will not be accepted, but fully charged to the customer's account.

3. Prices and Shipping

3.1. Binding prices are as in the price list valid at the time of conclusion of the contract.

3.2. Prices are in Euro (€), exclusive of taxes, packaging, and shipment costs. Shipment insurance for products is only taken out by the explicit request of the customer, and is charged to the customer. The standard shipping term is EXW (Incoterms 2000). The parties may agree on a different shipping term.

3.3. If Jena Bioscience is legally bound to take back any transport or other packaging, this is at the company seat of Jena Bioscience. The customer is responsible for the cost of the return.

4. Terms of payment

4.1. Payment is due within 30 days as of the date of invoice.

4.2. Customers cannot take their own charges into account when paying invoices, and the assertion of retention rights is not permitted, except for claims of the customer that are acknowledged by Jena Bioscience, or claims that are legally imposed.

4.3. If the customer delays payment, Jena Bioscience can impose a damage charge according to the German Civil Code (BGB) and the German Commercial Code (HGB) if the customer cannot prove that the actual damage is less than that.

4.4. Jena Bioscience can make further deliveries dependent on timely payment. If, after the completion of the contract, Jena Bioscience learns of circumstances which impair the creditworthiness of the customer, Jena Bioscience can cancel the contract, ask for immediate payment, or ask for the return of goods already delivered.

5. Deliveries

5.1. Delivery dates are only binding if confirmed as such in writing by Jena Bioscience. If binding delivery dates are transgressed the customer has to set an additional time limit for performance, declaring that services will be declined after this time has elapsed. After this additional time, the

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Management:

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Amtsgericht Jena

HRB 207171

Bank Data:

Bayerische Hypo- und Vereinsbank AG Jena

Account no.: 419 60 90

Bank Code : 830 200 87

IBAN: DE 05830200870004196090

SWIFT: HYVEDEMM463

customer can cancel the contract. Any other claims are excluded. This exempts the rights according to section 7 of these Terms and Conditions.

5.2. Jena Bioscience can separately deliver parts of an order and issue corresponding partial invoices.

5.3. Jena Bioscience retains title to the products it supplies until full and final settlement of all claims arising from the contractual relationship. In case of non-compliance on the part of the customer, especially due to failure to make payments, Jena Bioscience reserves the right to reclaim the products that are subject of the contract.

6. Warranty

6.1. Jena Bioscience warrants all products to meet the specifications on the analysis certificate at the time of the transfer of risk to the customer. The warranty period is twelve months beginning with the delivery of the product to the customer, except the nature of the product requires immediate use or use within a period of time that is shorter than twelve months.

6.2. Under this warranty, Jena Bioscience will replace defective products free of charge. If, after a free replacement, quality specifications are still not met, the customer can ask for a reduction in price, or cancellation of the contract. Any further claims of the customer, of any kind, especially for damages or compensation, are excluded. This exempts the rights according to section 7 of these Terms and Conditions.

6.3. Jena Bioscience does not warrant products that have been mixed or otherwise combined with other chemical products by the customer. Jena Bioscience states explicitly that all products are for research and laboratory use only. Jena Bioscience will therefore deliver only to public institutions of research, diagnosis, and teaching, and to technical businesses and companies. Jena Bioscience disclaims any warranty for faults in products (like chemical impurities) which originate from improper handling or storage, for application in the household or to humans or animals. No products from Jena Bioscience may be transferred to private persons. The customer is responsible for compliance with state, national and international laws and regulations governing the shipping, storage, processing, and trade of products. Jena Bioscience will not warrant damages to the product arising from noncompliance with such laws and regulations.

6.4. Jena Bioscience will only be liable for warranty if the defect is indicated promptly and in writing. For defects which are visible upon delivery of the product, this indication must be given within seven days of delivery.

7. Liability

7.1. Jena Bioscience is liable for any damages, for whatever legal reason, only if Jena Bioscience has culpably violated an agreement that is central to the contract or if the damage results from intentional or culpably negligent actions by Jena Bioscience. Jena Bioscience is not liable for damages that result from external influences. This includes, but is not limited to direct, indirect and consequential damages that are caused by third parties after the passing of risk from Jena Bioscience to the customer.

7.2. In the case that an agreement central to the contract was violated by Jena Bioscience, but not in an intentional or culpably negligent manner, compensation by Jena Bioscience is limited to such damages and such damage volumes as were reasonably foreseeable for Jena Bioscience at the time of the conclusion of the contract.

7.3. The same (Section 7.2.) is valid for the intentional or culpably negligent violation of duties by employees or representatives who are not officers or managerial staff of Jena Bioscience.

7.4. In the cases of sections 7.2. and 7.3., Jena Bioscience will not compensate for consequential and indirect damages or loss of profit.

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7.5. The parties to the contract agree that the damage volume reasonably foreseeable at the time of the conclusion of the contract is in no case higher than the value of the order.

7.6. The above limitations and exclusions of compensation are valid for any type of damage compensation, including (but not limited to) delay, impossibility to fulfill the contract, positive violation of the contract, culpable violation of warranty obligations, and unauthorized action. They are not valid if compensation is imposed by the German product liability law (Produkthaftungsgesetz), or compensation is for the lack of confirmed properties of the product.

8. Patent Disclaimer

Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of our products. Jena Bioscience does not warrant that the resale or use of its products delivered will not infringe the claims of any patent, trademark or copyright covering the use of the product itself or its use in the operation of any process. Furthermore, the purchaser assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation.

9. Confidentiality

Jena Bioscience will ensure that any customer data will be processed, stored, transmitted, and used only in accordance with the German Data Protection Act.

10. Various

10.1. Any changes and supplements to these Terms and Conditions must be done in writing. This requirement for the written form can only be revoked in writing.

10.2. In case that one of these Terms and Conditions above is invalid or incomplete the validity of all other Terms and Conditions shall remain untouched.

10.3. These Terms and Conditions are subject to the law of the Federal Republic of Germany. Application of the United Nations Convention on the International Sale of Goods is excluded.

10.4. If the customer is a merchant and the order is part of the customer's merchant business, or if the customer is a legal person of the Public Law (a "juristische Person des öffentlichen Rechts" or an "öffentlich-rechtliches Sondervermögen" as defined by German law), the registered seat of Jena Bioscience shall be the place of jurisdiction for all disputes arising directly or indirectly from deliveries by Jena Bioscience. Jena Bioscience reserves the right, however, to undertake legal proceedings against the customer at any other place of jurisdiction applicable to the customer.

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