General Terms and Conditions of Business Relating to Goods and Services of Sartorius

The following terms and conditions shall apply to all offers and contracts of Sartorius Weighing Technology GmbH | Göttingen, Germany, Sartorius Mechatronics T & H GmbH | Hamburg, Germany, Sartorius Mechatronics C & D GmbH & Co.KG | Aachen, Germany, Sartorius Stedim Biotech GmbH | Goettingen and Sartorius Stedim Plastics GmbH | Goettingen (hereinafter collectively referred to as "Sartorius"). Any different, contrary or supplementary general terms and conditions of contract of the customer are hereby expressly excluded. Neither shall the same become an integral part of any contract if they are not expressly excluded in an individual instance.

Conclusion of Contract | Offer
Oral agreements shall only become valid when Sartorius confirms the same in writing. Sartorius offers that do not include any acceptance deadline may be revoked by Sartorius unless Sartorius receives written confirmation of acceptance by the customer within three weeks with effect from the offer date. The documents belonging to the offer | contract, such as illustrations, photos, drawings and specifications of dimensions, provide only approximate indications insofar as they are not expressly designated as binding. Drawings and illustrations shall remain in the ownership of Sartorius. Sartorius reserves the right, during the course of further developments, to effect changes to the products insofar as the customer can reasonably be expected to accept the same.

Price | Dispatch | Scope of Delivery | Packaging
All prices shall be EXW (Incoterms 2000), excluding statutory domestic value added tax, or comparable foreign tax, and packaging costs. Customers within the EU shall be obligated to indicate their VAT identification number. Sartorius will select the type of packaging for the items to be delivered and shall charge packaging to the customer. If the customer requests delivery, this shall be charged to the customer and be at the risk of the same. Equipment and auxiliary items delivered hereunder shall be assembled by the customer. Commercial customers as defined by the German Packaging Ordinance (VerpackungsV) shall be responsible for disposal of any packaging used for the item(s) delivered hereunder. At the commercial customer's request, Sartorius shall dispose of any packaging used for the item(s) delivered hereunder and said commercial customer shall be liable for paying said costs of disposal.

Delivery Times | Obstacles to Delivery | Delay in Delivery
Adherence to delivery times shall require performance of material secondary duties by the customer. Delivery times shall be reasonably extended in the event of force majeure, where said extension shall not exceed a maximum period of six (6) months in any case. Thereafter, either Party hereto shall be entitled to terminate the contract. Even if the circumstances described above arise during an already existing delay, Sartorius shall not be liable for these either. Sartorius shall, in significant instances, notify the customer of the beginning and end of such obstacles as soon as possible. Partial deliveries shall be permissible within the delivery times indicated by Sartorius, insofar as this does not give rise to any disadvantage in terms of utility for the customer.

Payment | Due Date | Security for Payment | Default of Payment
If the customer makes payment within ten days of the invoice date, he shall be entitled to deduct a 2% discount unless the invoice in question relates to services of Sartorius or to an agreed partial payment. Sartorius may require from the customer that the latter provide as security for payment, two weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee. Payments shall be due and payable no later than 30 days upon receipt of the respective invoice. With effect from the due date, all amounts owed shall be subject to interest at 8% points above the base rate of the European Central Bank. Sartorius reserves the right to claim further damages. If partial payment has been agreed, and if the customer defaults on an installment, then the remaining amount shall become due immediately, unless the customer is not responsible for said payment default. Offsetting any customer counterclaims that are not acknowledged by Sartorius, have not been established by final court decision and are not yet ready for a decision in a legal dispute shall not be permitted.

Confidentiality
The customer shall maintain the confidentiality of Sartorius's confidential information and that of its associated subsidiaries and affiliates as defined by Sections 15 et. seq. of the German Stock Corporate Law ("Aktiengesetz").

Cancellation Costs
If the customer withdraws without justification from a sales order issued, Sartorius may demand 10% of the sale price with respect to costs of processing the order in question and loss of profits, notwithstanding the possibility of claiming a higher actual loss. Said withdrawal without justification shall be constituted if the required approvals or permits for delivery to the customer are refused or rejected by government authorities and the reasons for said refusal or rejection can be attributed to the customer's sphere of responsibility or the customer is personally responsible for said reasons. The customer reserves the right to provide evidence of a smaller loss. This shall not entail any waiver by Sartorius of claims provided for by law.

Warranty
Sartorius shall in principle be liable for Defects for a period of one year from the date of delivery, except in the cases of Section 438, Subsection 1, No. 2, of the German Civil Code ("BGB") and of Section 634a, Subsection 1, No. 2, of the BGB. If there is a considerable Defect, Sartorius shall be entitled by way of rectification to effect a replacement delivery or to eliminate the Defect by free repair. The customer shall be entitled to claim damages in lieu of performance only in the event of intentional or grossly negligent breach of duty on the part of Sartorius, unless the breached duty entails mutuality of obligation with respect to the customer's duties or the fulfillment of said Sartorius duty is of fundamental importance for protection of the customer or prerequisite to enabling this contract to be duly performed and, for this reason, the customer rightly expects this duty to be performed. In the event of a defect in title, Sartorius shall be entitled to remedy said Defect by modifying the delivered item in a manner reasonably acceptable for the customer. If, in the event of a defect in title, modification is not feasible on economically reasonable terms or within a reasonable period, both the customer and Sartorius shall be entitled to withdraw from the contract. The warranty shall exclude used goods and used spare parts. Sartorius shall bear the cost for equipment requalification measures only in the event that Sartorius has signed a separate individual agreement for said requalification. In all other respects, the provisions contained below under "Liability" shall also apply to the warranty. Sartorius shall have unlimited liability if a Defect has been fraudulently concealed or if a guarantee of specific quality has been given by Sartorius.

Liability
Sartorius shall be liable in accordance with the legal provisions in the event of breach of material contractual duties; i.e., said duties that entail mutuality of obligation with respect to the customer's duties, that are of fundamental importance for protection of the customer or whose fulfillment is prerequisite to enabling this contract to be duly performed and, for this reason, the customer rightly expects said Sartorius duties to be performed. With regard to breach of any other duties, Sartorius shall be liable in accordance with the legal provisions if said other duties are breached by its legal representatives or managerial employees. If these other duties are breached by simple vicarious agents, Sartorius shall be liable only in the event of gross negligence and willful intent.
The same shall apply to claims for damages for tort and to claims for damages on account of actions carried out by Sartorius's agents employed in performing an obligation hereunder. Sartorius shall not be liable for losses not typically associated with this type of contract and that are thus scarcely foreseeable. With regard to claims under the German Product Liability Law, said Law shall apply without restriction. Sartorius shall be liable in accordance with the statutory provisions in the event of culpable physical injury and hazards to life and health or loss of life.

Retention of Title
Sartorius shall retain title to all items delivered until receipt of payment in full. Retention of title shall also extend to claims that Sartorius acquires retroactively against the customer in connection with items delivered hereunder. The customer shall be entitled to resell the items delivered in the course of ordinary business dealings; the customer hereby assigns to Sartorius all claims arising from resale of the items delivered to third parties in the sum of the purchase price agreed between Sartorius and the customer (including statutory domestic value added tax | comparable foreign tax), irrespective of whether resale takes place before or after processing of the goods with respect to which title is retained. The customer shall be authorized to collect claims against the third party, provided the customer complies with his or her payment obligations in relation to Sartorius and insolvency proceedings have not been instituted with respect to the customer's assets. Sartorius's right to collect the claim itself shall remain unaffected thereby. However, Sartorius undertakes not to collect the claims, provided that the customer properly complies with his or her payment obligations, is not in default of payment, and insolvency proceedings have not been instituted with respect to his or her assets. If this is the case, however, Sartorius may require that the customer disclose the claim assigned and the debtor in question, make all indications required for collection, surrender the relevant documents, and notify debtors (third parties) of such assignment of claims. Processing and | or machining shall take place on behalf of Sartorius. In the case of linkage, blending or combining with other goods not belonging to Sartorius, the latter shall acquire joint title to the new item in proportion to the value of the item supplied by Sartorius compared with the other goods at the time of linkage, blending or combining. Sartorius undertakes to release the collateral that it holds upon the customer's request insofar as the value thereof exceeds the claim to be secured by more than 20%.
The customer may not pledge or assign as security the items delivered hereunder. In the case of sequestration by third parties, in particular in the case of attachment, the customer shall provide written notification to Sartorius without undue delay, as well as inform the third party without undue delay about retention of title by Sartorius. The customer shall bear all costs incurred in annulling said sequestration or terminating said attachment or in recovering the goods or the items delivered. The customer shall be obligated to maintain the goods | items delivered in a proper condition for the period of retention of title and, for as long as the customer has not yet resold the same in the ordinary course of business, and to allow, without undue delay, performance of all maintenance work and requisite servicing scheduled by Sartorius or by an enterprise recognized by Sartorius with regard to servicing of the goods | items delivered hereunder. In addition, as long as the customer has not yet resold the goods | items delivered in the ordinary course of business and has transferred possession thereof, the customer shall label the same as being in the ownership of Sartorius.

Customer's Obligations to Cooperate and Provide Information
Sartorius requests express information if the customer bases its own conduct on advisory or technical application information or instructions given, the effects of which are not obviously clear to Sartorius. Sartorius expressly states that, in individual instances, it will provide advice for a fee, whereby the details shall be agreed individually. Without payment of said fee, said information and instructions provided by Sartorius shall not be of a binding nature. Without undue delay, but no later than two weeks after order confirmation, the customer shall provide Sartorius with all expedient documents and information in order to obtain any approvals and permits as are required from government authorities.

Laws on Foreign Trade and Payment
Sartorius shall comply with the provisions and regulations of German Foreign Trade and Payments Law ("Außenwirtschaftsgesetz"). Under certain circumstances, delivery may not be able to be effected until an export license or other permits by the authorities have been obtained. The customer shall be exclusively responsible for observing and implementing the relevant rules and regulations under the provisions and regulations on foreign trade and payment (e.g., import licenses, foreign-currency transfer authority, etc.) and other laws applicable outside the Federal Republic of Germany.

Property Rights
The customer shall be responsible for ensuring that shapes, forms, colors, etc., based on his or her instructions do not interfere with the property rights of third parties. The customer shall indemnify Sartorius against all claims of third parties for violation of the said commercial property rights including all court and out-of-court costs and, upon request, provide support in any litigation.

Limitation of Claims
All customer claims, irrespective of their legal basis, shall be subject to a limitation period of one year. The statutory limitation periods shall apply with respect to intentional behavior or fraudulent conduct and to any claims under the German Product Liability Law.

Software
If software is included in a delivery, the customer shall be granted a non-exclusive right to use the software and its associated documentation. Said software shall be provided for use with the specific delivered item. Use thereof on more than one system shall not be permitted. The customer shall only be entitled to copy, revise

or translate the software or to convert from object code to source code to the extent permitted by law (Sections 69 a et seq. of the German Copyright Act "UrhG"). The customer undertakes to refrain from removing manufacturer's markings, in particular copyright notices, or to change these without the prior express consent of Sartorius. All other rights to the software and the documentation including copies thereof shall remain with Sartorius or the software supplier. The issue of sublicenses is not permitted.

Place of Performance and Rectification | Applicable Law | Place of Jurisdiction
The place of performance just as for the place of rectification with regard to all goods supplied and services provided hereunder shall be the legal business domicile of the Sartorius company specifically designated on the particular order confirmation. The business relations hereof shall be exclusively governed by the laws of the Federal Republic of Germany, with the exception that the rules of conflict of laws shall be excluded. The UN Sales Convention (CISG) shall not apply. The place of jurisdiction shall be the legal business domicile of the Sartorius company specifically designated on the particular order confirmation. Furthermore, Sartorius shall be entitled at its discretion to assert its own claims at the customer's place of jurisdiction. After a lawsuit has been filed, the customer shall be limited, on the basis of his or her own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset his or her own claim against the claim lodged in said action before the court.

Severability Clause
In the event that any term hereof should be or become invalid, this shall not affect the validity of the remaining terms hereof. Any invalid term shall be substituted by a corresponding, legally valid provision.

Written Form Requirement
All declarations, statements and representations made herein shall be set forth in writing in order to be legally effective. The same shall apply to any amendment of this written form requirement.

Language
These General Terms and Conditions of Business Relating to Goods and Services of Sartorius are issued in German and English. In cases of doubt, the German wording shall prevail.

Version: July 1, 2011