Terms and Conditions of Purchase of Sartorius AG, Goettingen, Germany

1. Exclusive Applicability of These Terms and Conditions of Purchase
The following Terms and Conditions of Purchase shall exclusively apply to any and all supplies and services ordered – and that will be ordered in future – from Sartorius under any purchase agreement, contract for work and services or contract for work and materials. If Sartorius and the Supplier have agreed to the German Construction Contract Procedures | Part B ("VOB/B") in their entirety, they shall take precedence over the Terms and Conditions of Purchase hereunder.

Any Supplier terms and conditions of sale, delivery and services or performance of any kind shall be rejected hereunder. Said Supplier terms and conditions shall not become part of any contract even if Sartorius unconditionally accepts any supplies or services when aware of any different, contrary or additional Supplier terms and conditions.

Paragraphs 1 and 2 hereof shall not apply to those terms and conditions that have been individually agreed with the Supplier for any supply | service.

2. Conclusion of Contract and Purchase Order
Oral agreements shall become valid only when Sartorius AG confirms the same in writing. Insofar as written orders and changes to orders are automatically generated by electronic data processing systems, said declarations shall be valid even without Sartorius's signature, provided that an indication of this nature is included.

If the Supplier does not accept a Sartorius purchase order in writing within seven (7) days as of the date of the order declaration, Sartorius shall be entitled to revoke the same.

3. Delivery | Performance
Deliveries shall be effected freight paid, duty paid and at the risk of the Supplier (DDP Incoterms 2000) to the receiving center | place of use designated by Sartorius. Sartorius shall not assume the costs of transport insurance. As for the remaining provisions hereof, transfer of risk in the case of work performance shall exclusively be governed by § 644, Subsection 1, Sentences 1 and 2, of the German Civil Code ("BGB").

As soon as the Supplier has any reason to suppose that he cannot effect delivery or perform the service hereunder, either in full or in part, in a timely manner, he shall notify Sartorius hereof without undue delay in writing, indicating how long said delivery or performance of a service is expected to be delayed. This notification shall not affect any claims or rights to which Sartorius shall be entitled because of said delay. The Supplier may invoke a failure by Sartorius to provide the necessary written information | indications or supplies only if Supplier has not received said information | indications or supplies within a reasonable time after having requested Sartorius in writing to provide the same.

If a delivery is made earlier than agreed, Sartorius reserves the right of refusal or return shipment at the expense and risk of the Supplier. If Sartorius does not opt for return shipment, Sartorius shall be entitled to store the goods delivered hereunder at the expense and risk of the Supplier up until the agreed delivery date.

4. Packaging
The goods delivered hereunder shall be packed properly according to the type of product and the pertinent environmental protection regulations. Both returnable and non-returnable types of packaging shall be provided by the supplier at his own expense. Sartorius reserves the right to return packaging to the Supplier; in this case, return of said packaging shall be at the Suppliers' risk and expense.
If Sartorius takes charge of recycling and | or disposal of the packaging, Sartorius shall be entitled to invoice the costs therefor to the Supplier at cost price, with proof that said amount is actually the cost price.

Insofar as the Supplier has joined the return system pursuant to the German Packaging Ordinance ("Verpackungsverordnung") or to the Directive 2004/12/EC of the European Parliament and of the Council, Sartorius shall assume the task of forwarding said packaging to the respective collection points. The Supplier shall demonstrate and provide proof that he has joined such a return system by presenting his licensing documents therefor.

5. Acceptance
Specific work performance may be accepted only by a written acceptance report to be jointly signed. Said Acceptance shall be made within two weeks upon completion of said work performance by the deadline to be set by Sartorius. The deadline for completion and Acceptance shall be notified within a reasonable period in advance. Sartorius shall be entitled to refuse Acceptance even on account of minor defects, nonconforming items or deficiencies.

In the case of purchase agreements and contracts for work and materials, Acceptance shall also be required if the Supplier is to set up or install goods or put said goods into operation in any other manner. Paragraph 1 hereof as well as § 641 and § 644, Subsection 1, Sentences 1 and 2, of the German Civil Code ("BGB") shall apply accordingly to Acceptance thereof.

6. Payment
Payments due to be effected by Sartorius shall be made within thirty (30) days as of the date on which the goods and invoice are received or after Acceptance and receipt of an auditable invoice, by deducting 2% from the invoiced amount, or made net within sixty (60) days. If early deliveries are accepted, the due date of the invoice thereof shall be based on the delivery date agreed.

Assignment of any existing Supplier claims against Sartorius shall be excluded. The mutual rights accorded to both by § 354a of the German Commercial Code ("HGB") shall remain unaffected.

Sartorius shall be entitled to all rights of refusal of goods or services without any restrictions within the scope of German law. Sartorius may elect to offset any amounts owed to the Supplier against any claims that Sartorius affiliates (§§ 15 ff. of the German Stock Corporation Law "Aktiengesetz") have on said Supplier. A list of these companies shall be provided to the Supplier on request.

Ownership of the goods delivered hereunder shall be transferred to Sartorius no later than upon payment in full. Any prolonged or expanded retention of title by the Supplier with respect to the goods delivered hereunder shall be excluded.

7. Rights in the Event of Defects, Non-conforming Items or Deficiencies and Breach of Other Contractual Obligations
In the event of defects, nonconforming items or deficiencies (hereinafter referred to collectively as "Defects") in the deliveries made or work performed hereunder and in the event of breach of any other contractual obligations by the Supplier, Sartorius shall be entitled to all claims and rights accorded by German law without any restrictions, subject to the provisions stated hereinbelow.

In the case of Defects, § 637 of the German Civil Code ("BGB") shall apply accordingly to purchase agreements and contracts for work and materials.
Sartorius shall not be obligated to cure any Defect on its own.

In any case, rectification shall be deemed to have failed immediately following the first unsuccessful attempt.

Insofar as Sartorius is compelled to perform incoming inspection beyond the usual checking of random samples because of Defects that occur frequently above the average, Sartorius may also demand reimbursement from the Supplier for the added costs incurred as a result of said incoming inspection.
If an entire series of items delivered hereunder or Sartorius products into which the items delivered hereunder have to be

exchanged on account of a production series or epidemic error, because it was not possible, economical or reasonable on any other grounds for Sartorius to determine which of the individual parts hereof were defective, non-conforming or deficient, the Supplier shall also bear the costs of the non-deficient, conforming or non-defective part of the series concerned.

Claims for elimination of defects or rectification of non-conforming items or deficiencies, including compensation, shall be subject to a limitation period of three (3) years after dispatch or Acceptance, unless German law provides for a longer limitation period. The claims defined in § 478, Subsection 2, of the German Civil Code ("BGB") are subject to a limitation period of three (3) years as of dispatch of the deliveries covered hereunder.

For parts delivered hereunder that could not remain in operation while examination or elimination or rectification of a defect, non-conforming item or deficiency took place, the limitation period shall be extended by the downtime.

The limitation period for claims for elimination of defects or rectification of non-conforming items or deficiencies shall be suspended by notification of the Supplier of said defect, non-conforming item or deficiency. Suspension of the limitation period shall end upon the Supplier's written rejection of the warranty obligation or upon rescission ("Rücktritt"), reduction of the purchase price, replacement delivery, rectification or new manufacture of the contractual product.

Upon rectification, replacement delivery or new manufacture, the limitation period shall commence anew for the rectified part or for the replaced goods or the newly manufactured product if not only a minor Defect has been eliminated by the Supplier.

8. Termination | Reservation of Right of Modification
In the case of successive delivery contracts or other services resulting from contracts for performance of a continuing obligation, Sartorius shall be entitled at any time to terminate said contract either in its entirety or partially by giving reasonable notice.

Upon conclusion of a contract, Sartorius may request modifications to the delivery | performance to the extent that this can be reasonably expected of the Supplier.

9. Return of Contract Items
If any contractual items are to be returned, regardless of the legal grounds, the place of performance or the place of fulfillment for said return for both parties shall be the purchaser's legal domicile or the receiving center | place of use designated by Sartorius for a delivery. Sartorius may return goods to the Supplier at the latter's expense and risk. Sartorius shall store goods not picked up by the Supplier at the latter's expense and risk.

10. Contractual Penalty
In the event that the Supplier defaults on delivery or rendering services, Sartorius shall be entitled to demand that the Supplier pay a penalty of 0.1% of the order value for every day of default, but, however, subject to a maximum of 5% of the order value. Reservation of the right to enforce a contractual penalty shall be made no later than upon payment of the invoice. Any claims for damages beyond said contractual penalty shall remain unaffected thereby; however, the contractual penalty shall be offset against said claims.

11. Notification of Defects
Goods received shall be inspected by Sartorius without undue delay for Defects to the extent that this is feasible according to the regular course of business. In any case, notification of Defects in the goods shall be deemed to have been served on time if said notification has been dispatched within two weeks of arrival of the goods in the case of obvious Defects or upon discovery of hidden Defects.

If an existing quality assurance agreement between Sartorius and the Supplier obligates the Supplier to install a quality management system, Sartorius may limit its incoming inspection to verifying the type and quantity of the goods delivered hereunder as well as to checking for transport or externally discernible damage, and to notify the Supplier of any Defects within the period of notification set forth hereinabove, unless said quality assurance agreement specifies otherwise. Sartorius may notify the Supplier of any further Defects within the period set forth hereinabove upon discovery of the same, without losing any of the rights accorded by German law.

12. Quality
The goods delivered hereunder shall be state of the art at the time of delivery.

13. Subcontractors
The Supplier shall obtain the prior written consent of Sartorius before engaging any subcontractors.

14. Intellectual and Industrial Property Rights
The Supplier declares that the goods delivered hereunder are free of third-party intellectual and industrial property rights. The Supplier shall indemnify and hold Sartorius harmless against any claims arising from the infringement of said proprietary rights and to reimburse Sartorius for any damages that Sartorius incurs as a result. This shall not apply if the Supplier neither knew about said deficiency in title nor had to know about the same.

15. Drafts, Patterns, Drawings, Samples and Tools
Sartorius shall retain title to all tools, drafts, patterns, drawings, samples and calculations given by Sartorius to the Supplier for filling orders.

Title to tools, patterns, samples, drafts, drawings and other auxiliary means of any kind (hereinafter referred to as the "Auxiliary Materials") that are made or prepared by the Supplier at Sartorius's expense to fill the latter's orders shall pass to Sartorius, with all rights associated therewith, at the time said Auxiliary Materials are made or prepared. Clause No. 14 hereof shall apply accordingly. The Supplier shall store these Auxiliary Materials free of charge for Sartorius and this shall take the place of the physical transfer of said Auxiliary Materials.

The Auxiliary Materials mentioned hereinabove shall be kept confidential, may not be reproduced or copied or used for any other purposes and shall be returned to Sartorius upon its request after the respective order has been filled or if delivery difficulties arise, without the Supplier having any right to retain said Auxiliary Materials in either case. The Supplier shall bear the transport costs thereof. The Supplier shall mark the Auxiliary Materials stated above as the property of Sartorius, and shall identify these as Sartorius property in the former's business records.

The Supplier shall care for and maintain all Auxiliary Materials stated hereinabove and eliminate any normal wear from the said Auxiliary Materials and insure them at replacement value against damage due to fire, water and theft; said insurance shall be covered by the purchase price for the Auxiliary Materials. Effective immediately, the Supplier cedes any and all compensation claims that may arise from said insurance; Sartorius thus accepts said ceded claims.

If the Supplier engages a Subcontractor to make or prepare drafts, calculations, tools and patterns or samples that were ordered for the account of Sartorius in order to fill Sartorius's orders, the Supplier shall cede his claims for transfer of ownership of said drafts,

calculations, tools and patterns or samples to Sartorius effective immediately; Sartorius hereby accepts said transfer of ownership.

16. Prepayments and Purchaser Deliveries (Provision of Materials)
The Supplier undertakes to use the prepayments or purchaser deliveries (provision of materials) made by Sartorius for the sole purpose of filling Sartorius's orders. Sartorius shall retain title to the materials so provided. The Supplier shall store these provided materials separately and identify them as the property of Sartorius directly on said provided materials themselves and in the former's business records.

If any materials provided to the Supplier are processed or transformed by the Supplier, this shall be for Sartorius. Should the Supplier acquire joint ownership by combining, connecting, joining or blending any materials provided by Sartorius, he shall assign said proportion of ownership jointly held to Sartorius effective immediately; Sartorius hereby accepts said assignment. The Supplier shall store the processed or transformed materials free of charge for Sartorius and this shall take the place of physical transfer. Should the Supplier acquire sole ownership thereof, he shall, effective immediately, grant Sartorius joint ownership in the manner stated hereinabove to said processed or transformed materials in the proportion of the value provided by Sartorius. The Supplier shall store these provided materials separately from other inventory and identify them as the property of Sartorius directly on said provided materials themselves and in the former's business records.

As for the remaining provisions of this Clause, Sartorius shall be entitled at any time to verify on the Supplier's premises that said materials and | or goods are actually stored separately and have been identified as the property of Sartorius.

17. Third-Party Attachment
The Supplier shall notify Sartorius of any third-party attachment to the Auxiliary Materials and Materials pursuant to Clause Nos. 15 and 16 hereof without undue delay, to draw said third party's attention to the fact of Sartorius's ownership of said Materials and to support Sartorius in every way in intervening against said attachment. The costs of intervention against third-party attachment shall be borne by the Supplier. The obligation to notify Sartorius shall apply accordingly if insolvency proceedings are filed against the Supplier's assets. In any case, the right of retention shall be excluded.

18. Advertising
The use of Sartorius orders for advertising purposes shall not be permitted.

19. Confidentiality
The Supplier shall use the knowledge and information received from Sartorius for the purpose of executing Sartorius's orders solely for filling the latter's orders. The Supplier agrees to keep absolutely confidential all business matters of which he receives knowledge through execution of Sartorius's orders as well as the results achieved by the Supplier in a broader sense, in particular, data, requirements, samples, patterns, drawings as well as designs and constructions, and shall not disclose the same to third parties. The obligations and restrictions of this Clause shall not apply to information that is already publicly known through no fault of the Supplier or that is disclosed to the Supplier by a third party who has not infringed upon Sartorius's rights.

20. RoHS Conformity | REACH | Product Safety | Testing of Materials
In connection with every item supplied hereunder, the Supplier shall ensure compliance with all legal regulations, ordinances, decrees, orders and other rules and regulations – in particular with all rules, regulations and provisions relevant to safety and the environment. These shall also include agreements between forwarding agents and rules and regulations about the shipment of hazardous materials. In particular, the items to be delivered hereunder shall be marked in accordance with the provisions and regulations of the European Directives on substances and preparations that are hazardous to health and the environment.

Electrical and electronic equipment and components for said equipment shall comply with the international provisions on the use of certain hazardous substances, along with the bans on the respective materials, such as those set forth in the EU Council Directive 2002/95/EC (RoHS), and with the laws, ordinances, orders, decrees and rulings as well as all other rules and regulations issued for implementation of said Directive. Beyond the EU Directive 2002/95/EC (RoHS), the requirements | limits for equipment categories 8 and 9 shall be applied in the Supplier's measures to ensure compliance with the bans on the respective materials. The Supplier shall provide Sartorius with a written Declaration of Conformity upon the latter's request. Electrical and electronic equipment shall bear the symbol pursuant to Appendix IV of the EU Council Directive 2002/96/EC (WEEE). In the event that the Supplier breaches any of the provisions hereinabove, the Supplier shall pay the costs of any test or inspection performed by Sartorius on the breaching item delivered hereunder.

Furthermore, the Supplier shall comply with the provisions of the European Community Regulation 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). For this purpose, the Supplier undertakes to provide all necessary product information regarding the presence of dangerous substances and preparations defined by REACH Title IV (Information in the Supply Chain), Title V (Downstream Users) and Title VIII in connection with Annex XIV (Restrictions on the Manufacturing, Placing on the Market and Use of Certain Dangerous Substances and Preparations).

The Supplier shall be liable for compliance with the German Equipment and Product Safety Law ("Geräte- und Produktsicherheitsgesetz"), industrial safety regulations, accident prevention regulations and the safety recommendations of technical bodies and associations (such as VDE, VDI, DIN, FDA, OSHA, VDMA, for example), of the employers' liability insurance association as well as the generally recognized technical safety and industrial medicine rules; the required protective devices and other means shall belong to the scope of delivery and shall be included in the purchase price.

The Supplier undertakes to provide Sartorius with all product information necessary on the composition, shelf life or expiry date, use, handling, processing, safety, assembly, startup, maintenance, repair, etc., of the item(s) delivered hereunder, including on any changes thereto, punctually, without being requested to do so, and free of charge.

Furthermore, for every product, the Supplier shall separately send to Sartorius a manufacturer's declaration or a declaration of conformity (CE) as defined by the pertinent European Council Directives and the laws and other regulations issued for their implementation and to affix the CE mark to said product insofar as prescribed. This service shall be included in the price of the product delivered.

The Supplier shall ensure compliance with all safety requirements on the goods to be delivered through continuous tests, inspections and other suitable measures and shall document the same and supply proof of said compliance at any time Sartorius so requests. The written materials needed for this purpose shall be kept on file for the lifetime of the goods delivered and at least for twelve years from the date of delivery thereof to Sartorius.

Insofar as test certificates for materials have been agreed with the Supplier, these certificates shall be a material component of the delivery made or service performed; payments from Sartorius shall not be due until said certificates have been provided to Sartorius.

21. Product and Manufacturer's Liability
The Supplier shall indemnify and hold Sartorius harmless against all third-party claims that arise from product and manufacturer's liability for any damage caused within the Supplier's sphere of responsibility and for which the Supplier himself is liable with respect to third parties. In such cases involving damage claims, the Supplier shall also be liable for the costs of any recalls that are necessary and for damages (including the other costs that have become necessary for the purpose of prosecution), which Sartorius has agreed to pay out of court to third parties, in favorable consideration of the Supplier's interests.

The Supplier undertakes to maintain product liability insurance with a lump-sum coverage of at least €5 million per case of personal injury | damage to property. Said insurance coverage shall be maintained until any possible product | manufacturer's liability claims that Sartorius or a third party may lodge against the Supplier have been time-barred by the limitation period.

22. Prohibition of Offsetting | Supplier's Right to Refuse Performance
The Supplier shall not be permitted to offset any claims against Sartorius that Sartorius contests and that have not been established by final court decision. The Supplier waives any and all rights of retention and of refusing performance including pleading non-performance of contract.

23. Insolvency of the Supplier
If insolvency proceedings are filed against the Supplier's assets, Sartorius shall be entitled to retain 10% of the amount ordered as security up to expiration of the period of limitation to cover purchaser's claims based on Defects. Furthermore, Sartorius shall be entitled in this case to rescind the contract for the unfilled portion of its order and to terminate the contract with immediate effect without giving notice.

24. Force Majeure | Industrial Action Measures
Sartorius shall be exempted from its obligation to accept the ordered delivery | service in full or in part for as long as the delivery | service is not useable under economic aspects on account of an interruption in production at Sartorius that is caused by force majeure.

The same shall apply to interruptions in production as a result of industrial action measures.

25. Data Protection
Pursuant to § 33 of the Federal Data Protection Act in Germany ("Bundesdatenschutzgesetz"), Sartorius expressly points out that all Sartorius supplier data obtained in connection with the business relationship governed by these Terms and Conditions shall be used for own purposes and may also be saved by companies affiliated with Sartorius for extending the business relationship hereunder.

26. Country of Origin | Export Regulations
The Supplier shall inform Sartorius in writing, and without being requested to do so, of the country from which the goods supplied have originated (country of origin) for a (the first) delivery and each time that the country of origin differs from that of the previous delivery.

Furthermore, the Supplier undertakes to inform Sartorius in writing, and without being requested to do so, to which extent the goods, services and | or technologies to be supplied hereunder and the know-how associated therewith are subject to the export and | or re-exportation restrictions on account of foreign trade legislation and export control legislation of the Federal Republic of Germany, the European Community or the USA.

27. Jurisdiction and Applicable Law | Written Form Requirement | Severability Clause
The place of jurisdiction for any disputes arising from this contractual relationship shall be Göttingen, the Federal Republic of Germany. Sartorius shall also be entitled to assert its own claims at the Supplier's place of jurisdiction. After a lawsuit has been filed, the defendant shall be limited on the basis of his own rights and claims to bring a counterclaim before the particular court before which the original action has been brought or to offset his own claim against the claim lodged in said action before the court.

These Terms and Conditions shall be governed by the laws of the Federal Republic of Germany. The UN Sales Convention (CISG) shall not apply.

Any amendments and additions to these covenants shall be in writing in order to be legally effective. The same shall apply to any amendments of this written form requirement.

Should any provision in these Terms and Conditions of Purchase be or become entirely or partially invalid, this shall not affect the validity of the remaining provisions hereof.

28. Language
These Sartorius Terms and Conditions of Purchase are issued in the German and English languages. In cases of doubt, the German wording shall prevail.

Status: December 1, 2009