

GENERAL TERMS OF SALES of TECAN UK Ltd.
(hereinafter referred to as "Tecan")

1. SCOPE OF APPLICATION

- 1.1. These general terms of sales ("Terms of Sale") apply to the sale of components, instruments or other products which may either be delivered alone or in combination with software or software packages, or spare parts and consumables (all together hereinafter referred to as the "Products").
- 1.2. The customer agrees, at the time of the order, to comply with these Terms of Sale. Deviations can only be agreed on in writing. Purchasing terms of the customer are only binding for Tecan if explicitly accepted in writing.

2. QUOTE AND ACCEPTANCE, CONFIDENTIALITY, RETURN OF DOCUMENTS

- 2.1. Subject to clause 3.2, Tecan's quote for the delivery of Products is valid only for thirty (30) days from receipt by the customer, unless agreed otherwise.
- 2.2. All offer and project documents shall neither be passed on to third parties nor copied unless Tecan explicitly agrees in writing. Upon Tecan's request, the customer shall return all offer and project documents in connection with unaccepted quotes.
- 2.3. The purchase contract is concluded upon acceptance of the quote by the customer in writing (including fax and e-mail). In case of acceptances by means of telephone, Tecan shall confirm such acceptance in writing within five days.

3. PRICES AND DELIVERY

- 3.1. Tecan's prices in the quotes do not include VAT, shipping costs, customs duty and insurance costs.
- 3.2. The prices in the quotes are based on the production costs at the time of the quote and are subject to change if production costs increase until the time of the delivery, provided that the period between the conclusion of the purchase contract and delivery exceeds four (4) months. Tecan shall only be entitled to change its prices reasonably in relation to the extent of the increase of its own costs (labour costs and costs for the procurement of raw materials and semi-finished goods) without increasing its profit margin.
- 3.3. If requested to do so by the customer, Tecan will arrange shipment and transportation insurance the cost of which shall be borne by the customer.
- 3.4. Subject to clause 5, all Products are delivered to the customer FCA (Incoterms 2000) Tecan's factory.
- 3.5. Notwithstanding anything to the contrary in these Terms of Sale, Tecan shall not be liable to the customer for any loss or damage which may be suffered as a direct or indirect result of its supply of Products to the customer being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond Tecan's reasonable

control (each a "Force Majeure Event") including (without limitation) strike, unavailability of raw materials, compliance with any applicable laws, rules, regulations or government order, power supply failure, accident to or destruction or failure of machinery, premises or other installation, shortage of labour, materials or utilities. If due to such circumstances or events Tecan has insufficient Products to meet all commitments, it may apportion available Products between its customers at its sole discretion. In the event that delivery of Products is delayed by more than one (1) month as a result of a Force Majeure Event, the customer shall be entitled to cancel the applicable purchase contract.

- 3.6. The delivery is deemed to be on time, when the Product has been sent by Tecan to the customer no later than on the agreed delivery date notwithstanding any Installation, Operational or Performance Qualifications that need to be carried out unless otherwise agreed in writing between Tecan and the customer.

4. SOFTWARE LICENSE AND RESTRICTIONS

- 4.1. Subject to the customer's payment of the price identified on the quote, Tecan hereby grants to the customer a non-exclusive license to use the Tecan software set forth in the quote (the "Software") and all related documentation provided by Tecan (the "Documentation," and referred to collectively with the Software as the "Software Products") solely for the purpose as identified in the Documentation.
- 4.2. The customer shall not, and shall not allow any third party to: (a) reverse assemble, decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, or underlying ideas or algorithms of the Software; (b) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software Products for the benefit of any third party; or (c) copy, modify, incorporate into or with other software or create a derivative work of any part of the Software Products. Interface information necessary to achieve interoperability with independently created computer programs will be made available, where the customer is entitled to such information under applicable law, upon written request and upon payment of the relevant fee. Notwithstanding anything to the contrary in the foregoing, the customer may make one (1) copy of the Software Products for back-up purposes only, provided that the customer reproduces all copyright notices and other proprietary legends on such copy.
- 4.3. The Software, including any updates, modifications and enhancements thereto, and any and all Documentation delivered by Tecan to the customer shall at all times remain the sole and exclusive property of Tecan.

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4.4. The customer hereby grants to Tecan a non-exclusive, royalty-free, perpetual, irrevocable licence (with the ability to grant sub-licences) to use and to have used, for any purpose, any inventions, discoveries, processes, methodologies, techniques, know-how, derivative works, improvements and enhancements created or developed by the customer or on the customer's behalf which arise out of or relate to the Software ("Improvements"). The customer shall, without delay, notify Tecan of any such Improvements following their creation or development.

4.5. The customer understands and agrees that Tecan considers the Software Products to be the proprietary and confidential information of Tecan. The customer agrees to maintain the Software Products in confidence, and except for the right of the customer to make a copy of the Software Products, the customer agrees not to disclose, duplicate or otherwise reproduce, directly or indirectly, the Software Products in whole or in part.

5. PASSING OF RISK

The risk of accidental damage and/or destruction passes to the customer upon departure of the shipment ex Tecan's factory and/or stock. In case of delay of shipment due to circumstances for which the customer is accountable the risk passes to the customer upon readiness of the merchandise for shipment.

6. PAYMENTS

Payments are due thirty (30) days after the date of the invoice. All payments shall be made by the customer without any set-off, deduction, withholding or otherwise, except with the prior written consent of Tecan. If the customer fails to pay any amount due under these Terms of Sale, Tecan shall be entitled (but not obliged) to charge the customer interest on such overdue amount, immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at a daily rate of eight percent (8%) per annum above the base lending rate of the principal bankers of Tecan until such time as the customer pays such overdue amount and any accrued interest.

7. RETENTION OF TITLE

Tecan keeps full title in all Products delivered to the customer as long as the customer has not fulfilled all of its payment obligations in connection with the delivery of the respective Products. During the retention of title, the customer shall not sell, pledge, mortgage, grant security interest or otherwise dispose of the respective Products.

8. VALIDATIONS: INSTALLATION QUALIFICATION, OPERATIONAL QUALIFICATION, PERFORMANCE QUALIFICATION

8.1. Depending on the Products delivered and as agreed between the parties, Tecan may perform an Installation Qualification as well as support an Operational Qualification at the premises of the customer.

Installation Qualification is understood as a qualification performed at the time of installation which documents that all aspects of the installation comply with the manufacturer's specifications.

Operational Qualification is understood as a qualification performed subsequent to installation which documents that all parts of the supplied equipment perform consistently within limits and tolerances as jointly specified by Tecan and the customer.

8.2. The customer shall sign a qualification protocol to confirm the performance of the Installation Qualification and Operational Qualification, such qualification protocol is deemed to constitute the customer's acceptance of the Products ("Acceptance").

8.3. In any event it is the customer's responsibility to carry out a Performance Qualification, which is understood as the qualification establishing confidence through appropriate testing and/or calibration procedures that the final result of a specified process or assay meets all release requirements with regard to proper functionality, gauging, and safety. Tecan only assists in such Performance Qualification under the terms and conditions to be agreed on between the parties in a separate agreement. Unless otherwise stipulated in such an agreement, Tecan does not assume any liability for any performance parameters subject to testing in a Performance Qualification.

9. TRACEABILITY

If the customer intends to resell, lease or otherwise dispose of or relocate any of Tecan's Products that are subject to laws, rules or regulations concerning medical devices or otherwise in any jurisdiction to any third party or another business unit, the customer shall inform Tecan in writing about such intention at least four weeks prior to the actual execution by indicating the serial number of the Products as well as the identity, location and scope of business of the respective receiver. This obligation shall not affect the customers' general right to dispose of the Products within the boundaries of applicable law. The customer shall at all time keep appropriate records ensuring traceability of each Product purchased from Tecan and allow Tecan and any competent governmental authority access to such records upon request within its ordinary business hours.

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10. DISCLAIMER OF WARRANTIES AND LIABILITY & LIMITATION OF REMEDIES

TECAN WARRANTS FOR THE WARRANTY PERIOD DESCRIBED BELOW THAT THE PRODUCTS CORRESPOND, IN ALL MATERIAL RESPECTS, WITH THE WRITTEN SPECIFICATIONS (IF ANY) AGREED BETWEEN THE PARTIES OR, IN THE ABSENCE OF SUCH WRITTEN SPECIFICATIONS, TECAN'S APPLICABLE STANDARD PRODUCT SPECIFICATIONS. ALL OTHER CONDITIONS, WARRANTIES, REPRESENTATIONS AND TERMS, EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE) ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY OTHER IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY OR SYSTEM INTEGRATION. TECAN DOES NOT GUARANTEE THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

TECAN SHALL NOT BE LIABLE FOR ANY BREACH OF THE WARRANTY SET OUT IN THIS SECTION 10 (i) IF THE PRODUCTS OR PARTS OF THE PRODUCTS ARE USED TOGETHER WITH INSTRUMENTS OR SOFTWARE OTHER THAN THOSE DELIVERED BY TECAN OR ARE USED OTHERWISE THAN IN ACCORDANCE WITH THE INSTRUCTIONS OF TECAN, OR (ii) IF CAUSED BY NORMAL WEAR AND TEAR OR BY THE NEGLIGENCE OR DEFAULT OF THE CUSTOMER, OR (iii) IN THE EVENT THAT ANY PRODUCT IS SERVICED, MAINTAINED, REPAIRED, ADJUSTED OR MODIFIED IN ANY MANNER OTHER THAN AS SET FORTH IN THE APPLICABLE PRODUCT MANUAL (AS DEFINED IN SECTION 13 BELOW).

THE WARRANTY PERIOD IS TWELVE (12) MONTHS BEGINNING WITH THE RECEIPT OF THE PRODUCTS BY THE CUSTOMER OR IN THE CASE OF AN INSTALLATION QUALIFICATION OR OPERATIONAL QUALIFICATION BEING CARRIED OUT AND/OR SUPPORTED BY TECAN, TWELVE (12) MONTHS BEGINNING WITH THE ACCEPTANCE (AS DEFINED IN SECTION 8 ABOVE); ALL BREACH OF WARRANTY CLAIMS MUST BE NOTIFIED BY THE CUSTOMER TO TECAN DURING THE WARRANTY PERIOD. THE CUSTOMER SHALL INSPECT THE PRODUCTS IMMEDIATELY AFTER RECEIPT FOR ALLEGED NON-CONFORMANCE WITH THE WRITTEN SPECIFICATIONS (IF ANY) AGREED BETWEEN THE PARTIES OR, IN THE CASE OF ABSENCE OF SUCH WRITTEN SPECIFICATIONS, TECAN'S APPLICABLE STANDARD PRODUCT SPECIFICATIONS (SUCH NON-CONFORMANCE HERINAFTER REFERRED TO AS A "DEFECT") THE CUSTOMER SHALL NOTIFY TECAN IN WRITING OF ANY NON-LATENT DEFECTS WITHIN TEN (10) DAYS FROM THE DATE OF DELIVERY OF PRODUCT. IN THE ABSENCE OF

SUCH NOTIFICATION, TECAN SHALL HAVE NO LIABILITY FOR NON-LATENT DEFECTS, WHETHER UNDER THE WARRANTIES SET OUT HEREIN OR OTHERWISE.

THE CUSTOMER MUST NOTIFY TECAN IN WRITING OF ANY ALLEGED LATENT DEFECTS IMMEDIATELY AFTER THEIR DISCOVERY, BUT IN NO EVENT LATER THAN TWELVE (12) MONTHS AFTER DELIVERY OF A PRODUCT OR ACCEPTANCE OF ALL OTHER PRODUCTS IN ACCORDANCE WITH CLAUSE 8.2.

TECAN HAS THE CHOICE, AT ITS SOLE DISCRETION, TO EITHER REPAIR OR REPLACE ANY PRODUCT THAT CONTAINS AN ALLEGED DEFECT. IF SUCH REPAIR FAILS OR THE REPLACEMENT IS DEFECTIVE TOO, THE CUSTOMER HAS THE RIGHT TO EITHER CLAIM FOR A REASONABLE REDUCTION OF THE PURCHASE PRICE OR TO CANCEL THE PURCHASE CONTRACT AND TO RETURN THE PRODUCT(S) IN QUESTION, IN WHICH CASE, TECAN SHALL REFUND TO THE CUSTOMER THE PURCHASE PRICE OF THE PRODUCTS (OR, TO THE EXTENT APPLICABLE A PROPORTION OF THE PURCHASE PRICE). SUCH REPAIR, REPLACEMENT OR REFUND SHALL BE THE SOLE REMEDY OF THE CUSTOMER FOR ANY BREACH OF THE WARRANTIES SET OUT IN THIS CLAUSE 10.

11. LIMITATION OF LIABILITY

TECAN SHALL NOT BE LIABLE FOR ANY LOSS OF INCOME, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE PRODUCTS TO THE CUSTOMER OR OTHERWISE IN CONNECTION WITH THESE TERMS OF SALE, IN EACH CASE HOWSOEVER ARISING AND

WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE. TECAN'S TOTAL LIABILITY FOR ANY CLAIM OR SERIES OF CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OF PRODUCTS TO THE CUSTOMER OR OTHERWISE IN CONNECTION WITH THESE TERMS OF SALE SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID BY THE CUSTOMER FOR SUCH PRODUCTS.

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NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS OF SALE SHALL LIMIT OR EXCLUDE ANY LIABILITY OF TECAN FOR (i) FRAUD, (ii) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF TECAN, (iii) BREACH OF ANY IMPLIED TERMS CONCERNING TITLE UNDER SECTION 12 OF THE SALE OF GOODS ACT 1979 AND/OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982, OR (iv) ANY OTHER LIABILITY TO THE EXTENT THAT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

12. INTENDED USE AND CUSTOMER'S LIABILITY

12.1. To the extent required by applicable laws, rules or regulations concerning medical devices or otherwise which govern the use of the Products, the Products shall only be used within the purpose, specifications, and fields of application as defined in the quote and/or product description issued by Tecan ("Intended Use"), and shall not be modified or combined with other items in a way not compliant with their Intended Use. The Intended Use also includes a designation of a Product as a single-use medical device, or a research-use-only product, or a general laboratory equipment. Tecan does not assume any liability vis-à-vis the customer and does not warrant legal or regulatory compliance for Products operated and/or modified and/or combined with other items beyond their Intended Use.

12.2. If the customer operates and/or modifies the Products and/or combines them with other items beyond their Intended Use, the customer shall indemnify and keep indemnified Tecan and its respective directors, officers, employees, contractors and agents from and against all claims, actions, liabilities, losses, damages and expenses (including legal expenses) arising out of or in connection with the customer's operations, modifications, or combinations of the Products beyond their Intended Use, and/or as a result of any wilful or negligent conduct of the customer. This also applies in case of a resale of Products modified or combined with other items beyond their Intended Use by the customer to third parties.

13. REGULATORY COMPLIANCE OF THE CUSTOMER AND NOTIFICATION OF INCIDENTS, INDEMNIFICATION OF TECAN BY THE CUSTOMER

13.1. The customer undertakes to only use, service and maintain the Products in full compliance with all applicable laws and regulatory requirements and any instruction given in Tecan's manuals accompanying the Products (each a "Product Manual"). The customer shall in particular make all

necessary notifications of incidents or near incidents and of recalls to the competent authorities as set forth by applicable laws and regulations, and provide Tecan with a copy thereof immediately upon issuing such notification. Without prejudice to the customer's notification duties pursuant to applicable laws and regulations, the customer shall in any event notify Tecan in writing of any incident coming to his knowledge which is equal to a malfunction, failure or deterioration in the characteristics and/or performance of a Product, or an inadequacy in the labelling or the instructions for use that, directly or indirectly, might lead to or might have led to the death of a patient, or user or of other persons or to a serious deterioration in their state of health; all notifications of incidents to Tecan shall be made immediately upon coming to the knowledge of the customer, but at the latest within three (3) working days hereafter.

13.2. The customer shall ensure maintenance of the Products by qualified personnel only. Upon request of Tecan, the customer shall provide Tecan with all relevant service documentation.

13.3. If the customer fails to ensure legal or regulatory compliance with respect to the operation of the Products, the customer shall indemnify and keep indemnified Tecan and its respective directors, officers, employees, contractors and agents from and against all claims, liabilities, losses, damages and expenses (including legal expenses) arising out of failure to ensure such legal or regulatory compliance.

14. PLACE OF JURISDICTION AND APPLICABLE LAW

These Terms of Sale shall be governed by and construed in accordance with English law. Each of Tecan and the customer hereby submit to the exclusive jurisdiction of the English Courts in connection with any dispute arising out of these Terms of Sale, provided that Tecan shall be entitled, as claimant, to commence proceedings against the customer in the courts of any competent jurisdiction.

15. MISCELLANEOUS

Should any provision of these Terms of Sales or any other contractual arrangement between the parties referring to these Terms of Sales be or become invalid, the other provisions shall not be affected and the parties shall use their reasonable endeavours to reach agreement to have the invalid provision replaced by a valid arrangement which comes as close as possible to the purpose of the invalid provision and to the intention of the parties related to such provision.