

eXcorLab GmbH, General Terms and Conditions of Business (GTB)

1. Applicability

These general terms of business apply to all goods and services supplied by eXcorLab GmbH. Different or additional provisions, including your general terms of business, shall apply only if agreed in writing. Services governed by law of contract shall only be subject to the provisions. These include clinical studies, animal studies and laboratory studies. Whereas our studies and measurements will be performed with trained personnel, up to date instruments and scientific principles only compliance with specific procedures and neither a specific result nor suitability for any particular purpose shall be guaranteed.

2. Quality

The eXcorLab laboratory has been awarded an DIN EN ISO 17025:2005 accreditation for a defined scope of his services.

3. Orders

Our quotations are not binding, and apply only for the period specified therein. Final quotes to the client and orders to eXcorLab must be issued in writing by fax or email, unless otherwise agreed. However, provision of the goods and/or services as specified in the order shall be tantamount to written acceptance. Amendments to orders shall be notified to eXcorLab in writing. We shall make every reasonable effort to implement them, but reserve the right to review the price and terms of delivery.

4. Cancellation

If the client cancels an order, eXcorLab shall be entitled to reimbursement of costs actually incurred. If the order is cancelled less than ten days before the agreed start date, for reasons for which eXcorLab is not to blame, eXcorLab shall also be entitled to compensation for late cancellation equal to the damage incurred or 80% of the value of the order, whichever is greater. Amendments to orders which we cannot implement without incurring unreasonable expense, or last minute requests for later delivery so that we suffer from overcapacity, shall be tantamount to cancellation and the procedure in the previous paragraph shall apply.

5. Prices and terms of payment

Unless otherwise agreed in writing, all prices are in EURO, net of value added tax and additional costs such as packaging, transport, customs duty etc. An additional charge shall be made for urgent or express orders. Invoices are payable net, within 14 days of the invoice date. Inclusive projects shall be subject to the following terms of payment, unless otherwise

agreed in writing: - 50% of project total with the order - 50% of project total 14 days after goods/report delivered/services supplied. Results cannot be provided before the first 50% payment was received. Unless otherwise agreed, final invoices shall be raised on completion of the order. Orders which take several months and which are charged on a cost basis shall be invoiced monthly as the order progresses. Accounts payable to the client by eXcorLab may be offset only with the prior written consent of eXcorLab. Arrears interest of 1.5% per month shall be charged on late payments. In the event of late payment or if there is good reason to doubt the client's solvency or creditworthiness, eXcorLab may demand a deposit before supplying further goods or services, and payment of any other business debts. eXcorLab shall not be required to provide further goods or services if the client is in arrears with any payment due. eXcorLab shall be entitled to recover from his client all attorney fees and other costs and expenses it may incur in seeking to collect such past due amount.

6. Deadlines

The goods or services shall be provided by the date agreed in writing or, if no such date has been agreed, within a reasonable period. If eXcorLab exceeds an agreed deadline by 2 months, the client shall be entitled to cancel the order, but not to claim any damages. The delivery lead time shall begin when all technical and business issues have been resolved, i.e. on receipt of the binding documentation (specifications, government permits etc.) and the test samples. The delivery lead time shall be extended by an appropriate period if the client subsequently changes the information, documents and samples required to process the order and this causes a delay.

7. Order processing and archiving

Handling of samples

Samples will be sent to eXcorLab at the risk and the costs of the client. The client shall package and label vessels containing samples of hazardous materials (e.g. materials which are toxic, carcinogenic or radioactive, or which involve an HIV, HCV risk or the like or other biological hazard) in accordance with the current guidelines. The client shall also provide eXcorLab with the documentation concerning the known risks associated with the materials, to which it has access (e.g. product safety data sheets, etc.). Otherwise the client shall be liable for any damage to property or personal injury caused by such materials.

Storage of samples

If eXcorLab receives more than the required quantity of materials agreed, we shall store the unused surplus for four weeks, unless otherwise agreed, and use it for any further analysis which may be required. Thereafter, samples no longer required shall either be disposed of or returned to the client. The client shall be responsible for storing unused materials and the procedure after the four weeks storage time at eXcorLab.

Reports and Document storage

Our reports will be sent electronically. In this sense they are simplified reports according to DIN ISO/IEC 17025:2005. The sent report is identical to the signed original stored in our files.

On demand you will receive a signed copy. However, if you do not notify us within two weeks after receipt of the simplified report it is accepted as legally binding. The client shall be responsible for storing and archiving results and reports on completion of the agreed testing or processing. Unless otherwise agreed, eXcorLab shall archive the working documents and raw data used to carry out the project for a period of ten years.

8. Client's access and inspection rights

On request, eXcorLab shall grant the client access to the laboratories in which its current order is being processed. More importantly, eXcorLab shall co-operate with the client on quality control issues and inspections by the authorities.

9. Cooperation with third parties

eXcorLab reserves the right to sub-contract services to third parties. eXcorLab will make every effort to use only organizations with similar standards of quality and confidentiality requirements. eXcorLab shall inform the client before using the services of third parties and, in particular, if they do not meet our own standards of quality.

10. Warranty and liability

eXcorLab shall be responsible for ensuring that the work is carried out with due care and in accordance with the latest scientific knowledge. Statements and data on the website and in promotional, marketing and scientific publications are not warranties. Unless otherwise agreed in writing, eXcorLab determines the method and type of analysis, shall not guarantee the results of the work carried out, and shall accept no liability for any consequential loss as a result thereof. The client must check the work on receipt thereof, and report any apparent errors or defects within ten days and any latent defects as soon as they are discovered. eXcorLab shall have the right to attempt to remedy any defect within a reasonable period. If it fails to do so on time or to an acceptable standard, the client shall be entitled to a reduction in the price. Already performed services have to be reimbursed by the client.

Coverage of our liability insurance amounts to EUR 5.000.000,00 for physical damage, personal injury or financial loss. Further claims, especially any manner of compensation are hereby expressly excluded. This does not affect your statutory rights, especially in relation to liability for deliberate or gross negligence.

11. Force majeure

eXcorLab shall not accept liability for breaches of contract resulting from force majeure. Force majeure is defined as unforeseeable events which become apparent after the contract has been signed and which are beyond the supplier's control, such as natural disaster, war,

strike, boycott or acts by the authorities which make it difficult or impossible for the supplier to supply the goods or services.

12. Intellectual property

All results and underlying measurements, drawings, documents, programs, research, reports, analyses, data, and laboratory and process records which are included in the agreed order and provided in the final report shall remain the client's property. Methods, processes and concomitant know-how developed by eXcorLab shall remain the property of eXcorLab. Unless otherwise agreed, they shall not form part of the service supplied. The fact that eXcorLab has processed your order does not entitle the client to any licences, unless otherwise agreed in writing.

13. Confidentiality

eXcorLab and the client both undertake not to disclose information which is received from the other party as part of the project. In particular, both parties undertake:

- to use the information only for its intended purpose;
- not to divulge it or make it accessible to any third party without the other party's prior written consent.
- to return or destroy any confidential documents or samples provided by the other party at the other party's request;
- to obtain the other party's written consent before copying any confidential document. Neither party may issue press releases or scientific publications containing confidential information without the other party's prior written permission.

14. Applicable law

All contracts between the client and eXcorLab, and these general terms of business, are subject to German law but not to UN purchase law. If any provisions of these terms of business are invalid, this will not affect the validity of the remaining provisions.

15. Place of performance and jurisdiction

The place of performance and jurisdiction shall be that of our registered office (Aschaffenburg, Germany).

16. Miscellaneous

This release of the GTB dated May 01, 2013 replaces all previous versions.