General Terms and Conditions of Bio-Rad Laboratories GmbH

1. Our offers, sales and deliveries are exclusively subject to the terms and conditions provided hereinafter. These conditions comprise integral parts of the contracts with our customers. Any terms and conditions of the customer which deviate from our terms and conditions shall require our explicit written consent. However, any overriding individual agreements with our customers shall remain unaffected. We do herewith object to any annulment of our terms and services.

2. The catalog/list prices valid at the time an order is placed shall apply in each case. Our invoices shall be payable within 30 days of the date of invoice without deduction, unless other agreements have been made. In the case of late payments, we shall be entitled to invoice interest on payment at the legal rate beginning on the day of missed payment. Our right to claim any further damages caused by late payment shall remain unaffected. We furthermore reserve the right to withdraw from any contract in case of a customer in arrears.

3. Costs for insurance, transport and packaging shall be paid by the consignee and shall be shown separately in the invoice. The risk shall pass from ourselves to the purchaser with the sending of wares, unless the purchaser is a consumer.

4. For deliveries of devices and software, the installation costs are not included in the price, unless other agreements have been made.

5. When delivered to customers who are not consumers according to § 13 BGB (Germany), reports of obvious defects in the quantity or invoice as well as the corresponding batch/series numbers. The ware shall otherwise be regarded as accepted. For deliveries to consumers (as defined by § 13 BGB (Germany)), the statutory provisions will be followed.

6. The limitation period for warranty claims shall be twelve months starting from the legal time of limitation for deliveries to customers who are not consumers (as defined by § 13 BGB (Germany)). Warranty claims shall be excluded insofar as the purchaser or any third parties perform alterations or repairs on the object of sale or treats said object improperly, or if he uses spare parts or consumable items not delivered or recommended by us, and if the reprimanded defect is attributable to the aforementioned circumstances. For contracts with consumers (as defined by § 13 BGB (Germany)), the statutory provisions will be followed.

7. Our liability for damages on the basis of contractual, quasi-contractual, tortuous, or any other legal grounds shall be determined as follows: In case of intentional or grossly negligent behavior on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the provision of the law. In all other cases, we shall only be liable to the extent set forth in the German Product Liability Act for loss of life, bodily injury or damage to health, or in case of fraudulent concealing of a defect or in case we have granted a guarantee with respect to the condition of the delivered object, as well as for foreseeable damage typical of the contract concerned resulting from a major breach of contractual obligations. Contractual obligations are those whose fulfillment is necessary for the proper execution of the contract, and whose obligation the customer can generally rely upon. However, our liability for damages resulting from breach of contractual obligations is limited to damages typical of the contract concerned.

8. The purchaser shall be obliged to comply with the regulations under public law, which pertain to the delivery and use of the object of purchase. Prior to the provision of objects of purchase subject to approval under public law, we must be in receipt of a copy of the respective permission granted to the customer. The purchaser shall be obliged to forward such approval together with the first order. In the event of device deliveries, we shall be responsible for obtaining any import licenses which may be required. The purchaser is obliged to refrain from violating the content of export permits or any other relevant provisions. The purchaser shall declare that he is familiar with the corresponding export provisions and customs regulations. In case of a resale of the wares delivered by us, the purchaser shall be obliged to comply with the relevant export provisions, particularly those of the United States of America. Based on this obligation, any resale of wares delivered by us to another country shall require our explicit consent and may only proceed using the unaltered original packaging. In this respect, the purchaser shall be obliged to notify us at the time of order if, and to what extent, he intends to resell the object of purchase abroad. Should the purchaser decide to resell the wares abroad at a later time, he shall be obliged to obtain our consent prior to such resale.

9. The wares delivered by us shall remain property of Bio-Rad until the purchase price has been paid in full. If the purchaser is not a consumer (as defined by § 13 BGB (Germany)), the delivered object remains our property until the purchaser fulfills all obligations proceeding from the business relationship.

10. Returning of wares which have been delivered according to contractual agreement shall require our prior consent. Refrigerated or frozen products as well as all diagnostic products are excluded from return. In case of a return, we will assess a fee of 10% of the value of the ware, or at the minimum a fixed sum to cover handling charges.

11. If our technical customer service is ordered, the costs for work time, travel, replacement parts, maintenance fees and any special cost estimates shall be calculated based on the corresponding price list. No separate calculation of a cost estimate shall be performed when a repair order is subsequently authorized. The individual contractual agreements shall apply in the case of a maintenance contract. If a defective part is replaced, only 50% of the list price of the replacement part shall be assessed if the defective part is still usable and ownership of said part is transferred to Bio-Rad.

12. The venue for all legal disputes with the customer shall be the location of the Bio-Rad foreign subsidiary serving as contractual partner, provided that the customer is a dealer or body corporate organized under public law, and that no exclusive place of jurisdiction is applicable. However, we have the right to pursue legal proceedings against the customer before any other competent court.

13. The contracts concluded with our customers shall exclusively be subject to the respective substantive law of the state of residence of the national Bio-Rad subsidiary acting as contractual partner to the exclusion of the provision of the UN Law on the International Sale of Goods (CISG), even if the customer is located in another country.
14. If one of the previous terms or paragraphs should be or become invalid, the validity of the remaining terms shall be unaffected. Statutory law shall take the place of the invalid provision.

15. Bio-Rad Laboratories GmbH is authorized to save, transfer domestically and abroad, utilize, alter and delete personal data from the ordering party in the course of commerce in accordance with § 27 f BDSG (Germany). The data shall be saved by Bio-Rad Laboratories GmbH. The ordering party shall not receive notification of this in accordance with § 33 subset. 1 BDSG (Germany). In accordance with § 28 subset. 4 BDSG (Germany), the ordering party may object to the use of these data for marketing, market and opinion research (which is allowed under § 28 subset. 3).

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