

# General Terms and Conditions of Sale

## GENEREL

These General Terms and Conditions of Sale shall apply to all offers, orders and deliveries, unless otherwise agreed and confirmed in writing by Kem-En-Tec Diagnostics A/S.

## OFFERS

All offers are made subject to the goods being unsold. Offers are valid for a maximum period of 30 days from the date of the offer, unless otherwise explicitly agreed.

## ORDER INFORMATION

The Purchaser shall, in the event that Kem-En-Tec Diagnostics A/S' order confirmation should deviate from the order by additions, reductions or reservations and the Purchaser cannot accept such alterations, inform Kem-En-Tec Diagnostics A/S to this effect within one week. Failing at that, Kem-En-Tec Diagnostics A/S' order confirmation shall apply.

## PRICES

Unless otherwise explicitly stated, prices are quoted exclusive of taxes and duties in the Purchaser's as well as in the Seller's country, where such taxes and duties are explicitly included in the price, the Sellers may demand that any increase in such tax and duties is paid by the Purchaser. Kem-En-Tec Diagnostics A/S reserves the right to amend prices without prior notice.

## PAYMENT

Unless otherwise stated in the order confirmation or invoice, payment shall be made net cash 30 days from the date of invoice. The Purchaser shall not be entitled to withhold payment due to set-offs which have not been admitted in writing by Kem-En-Tec Diagnostics A/S. Where the Purchaser's delay in making any payment, Kem-En-Tec Diagnostics A/S may recover penalty interest from the time fixed for payment, at a rate of 2% for each full month and fraction thereof.

All expenses connected to transfer of payments are covered by The Purchaser. All expenses connected to receiving payments are covered by Kem-En-Tec Diagnostics A/S. Further KET's "Payment Information" is found at the following link at Kem-En-Tec Diagnostics A/S's website: <http://payment.ketdiag.com/>

## DELIVERY

The agreed delivery clauses shall be interpreted in accordance with such Incoterms as are applicable at the formation of the contract. In the absence of any special agreement as such delivery clauses, the goods shall be deemed to be sold "ex works", Kem-En-Tec Diagnostics A/S, Kuldysen 10, Dk-2630 Taastrup, Denmark.

## PRODUCT INFORMATION

All information and data contained in Kem-En-Tec Diagnostics A/S' product information, material and price lists are binding only to the extent that they are by reference expressly included in the contract.

## DELAY

If a delay in the delivery occurs as a result of one of the circumstances listed as Force Majeure below, or by any act or omission on the part of the Purchaser, the time for delivery shall be extended by a period which is found to be reasonable in view of the circumstances prevailing. In the event of significant delays caused by Kem-En-Tec Diagnostics A/S, the Purchaser shall be entitled to terminate the contract under the general provisions of Danish law. Unless the Purchaser is able to prove that the delay was caused by gross misconduct on the part of Kem-En-Tec Diagnostics A/S, the only remedy available to the Purchaser for Kem-En-Tec Diagnostics A/S' delay in delivery shall be to terminate the contract. Kem-En-Tec Diagnostics A/S shall not be liable for any loss of production, loss of profit or other indirect loss.

## DEFECTS

Kem-En-Tec Diagnostics A/S undertakes to remedy defects by the supply of a replacement or, at Kem-En-Tec Diagnostics A/S' option, by crediting the Purchaser for the defective goods. When notifying Kem-En-Tec Diagnostics A/S of a defect the Purchaser shall state the number and date of the invoice and, at Kem-En-Tec Diagnostics A/S' request, return the goods to Kem-En-Tec Diagnostics A/S at the Purchasers expense. Over and above this Kem-En-Tec Diagnostics A/S shall not, after passage of the risk in the subject of sale, have any liability whatsoever for defects irrespective of whether such defects are due to causes arising before the passage of the risk, and irrespective of whether Kem-En-Tec Diagnostics A/S has been guilty of misconduct.

It is specifically pointed out that Kem-En-Tec Diagnostics A/S shall not be liable for any loss of production, loss of profit or any other indirect loss. Kem-En-Tec Diagnostics A/S shall not be liable for any defects attributable to faulty treatment, handling, transport, storage or any other form of negligence caused by others. The Purchaser shall, upon receipt of the goods, forthwith thoroughly inspect the goods and satisfy himself that the goods delivered are according to contract. Complaints of short delivered or defective goods, if defect should have been found in connection with such an inspection, shall be raised within two weeks after receipt of the goods. Kem-En-Tec Diagnostics A/S shall not be liable in respect of Complaints made after the expiration of such period. Complaints of defects which could not be expected to be found in connection with such inspection shall be raised within one year after the receipt of the goods. Kem-En-Tec Diagnostics A/S shall not be liable for Complaints made after the expiration of such period.

### **PRODUCT LIABILITY**

Kem-En-Tec Diagnostics A/S shall be liable for personal injury only if it is proved that such injury was caused by negligence on the part of Kem-En-Tec Diagnostics A/S or others for whom Kem-En-Tec Diagnostics A/S is responsible. Kem-En-Tec Diagnostics A/S shall not be liable for damage to property occurring whilst the goods are in the possession of the Purchaser nor shall Kem-En-Tec Diagnostics A/S be liable for damage to products manufactured by the Purchaser or to other products of which the Purchaser's products form a part. Apart from the limitations, Kem-En-Tec Diagnostics A/S shall be liable for damage to property on the same conditions as for personal injury. Kem-En-Tec Diagnostics A/S shall in no circumstances be liable for loss of production, loss of profit or any other consequential damage or indirect loss. To the extent that Kem-En-Tec Diagnostics A/S might incur product liability towards any third party, the Purchaser shall indemnify Kem-En-Tec Diagnostics A/S as far as Kem-En-Tec Diagnostics A/S' liability has been limited by the three preceding paragraphs. The above limitations in Kem-En-Tec Diagnostics A/S' liability shall not apply where Kem-En-Tec Diagnostics A/S has been guilty of gross misconduct. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter shall forthwith inform the other party thereof in writing. Kem-En-Tec Diagnostics A/S and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by goods.

### **CASES OF RELIEF (Force Majeure)**

The following circumstances shall be considered as case of relief if they impede the performance of the contract or make the performance unreasonably onerous: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, general mobilization or unforeseen military mobilizations to a similar extent, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstance referred to in this Clause which had occurred prior to the formation of the contract shall constitute cases of relief only if their effect on the performance of the contract could not have been foreseen at the time of the formation of the contract. The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. Regardless of what might otherwise follow from the General Terms and Conditions of Sale, either party shall be entitled to terminate the contract by notice in writing if the performance of the contract is impeded for more than six months by reason of any of the circumstances mentioned above.

### **THE PURCHASER'S USE OF THE GOODS**

In connection with the Purchaser's use, including resale, of the goods, the Purchaser shall be under an obligation to use/market these properly, and, to the widest possible extent, to take precautions in order that neither the Purchaser himself nor Kem-En-Tec Diagnostics A/S shall incur product liability. Consequently, the Purchaser shall e.g. be under an obligation to instruct his possible joint contracting parties on the properties of the goods to the extent that these cannot reasonably be taken as known, and moreover to cause packaging, instruction, etc., to contain the necessary descriptions and warnings. The Purchaser shall moreover to the widest possible extent ensure that a similar course of action is adopted in the subsequent stages in the market. The Purchaser's non-observance of this provision shall, in relation to the above rules regarding product liability towards third parties, be considered to incur liability to the same extent as any other form of misconduct on the part of the Purchaser.

### **DISPUTES**

Disputes arising between the parties, including disputes on the interpretation or validity of the General Terms and Conditions of Sale, or disputes arising out of or in connection with Kem-En-Tec Diagnostics A/S' offer/order confirmation, or related to any delivery from Kem-En-Tec Diagnostics A/S to the Purchaser, shall be finally settled in accordance with Danish law. The Maritime and Commercial Court of Copenhagen is the only accepted venue.

January 01, 2007  
Kem-En-Tec Diagnostics A/S  
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DK-2630 Taastrup,  
Denmark