

General Terms and Conditions - GLYCOTOPE GmbH

§ 1 General, Scope

(1) The present General Terms and Conditions apply to all business relationships with the purchasers of our products and clients who commission services (hereafter referred to as "Customers"). The General Terms and Conditions only apply if the Customer is a trader (§ 14 of the German Civil Code (BGB)), a legal person under public law or a special fund under public law.

(2) The General Terms and Conditions apply in particular to business relationships with Customers who commission specific services from GLYCOTOPE, e.g. research and/or development work for customer-specific analyses and/or assays, the completion of analyses and/or assays, in the course of which assays, research and/or development results are supplied (hereafter also referred to as "Services") and the manufacture, sale and/or supply of products (hereafter also referred to as "Products"). The version of the General Terms and Conditions valid at the time also applies as a framework agreement for future contracts with Customers, insofar as these are legal transactions of a similar type, without our having to make reference to the Terms and Conditions again in each individual case.

(3) Our Terms and Conditions apply exclusively. Differing, contradictory or complementary General Terms and Conditions, purchasing, payment or other conditions of the Customer become part of the contract only if and insofar as we have explicitly consented to their being applicable. This requirement for consent applies in every case, for example even if we carry out delivery to the Customer without reservation and in full knowledge of his General Terms and Conditions or even if we do not specifically reject a corresponding commercial letter of confirmation.

(4) Individual agreements made in specific cases with the Customer (including subsidiary agreements, additions and changes) always take precedence over these General Terms and Conditions. A written contract or our written confirmation is definitive for the content of this type of agreement.

(5) Legally relevant declarations and notifications that are to be made to us by the Customer after conclusion of the contract (e.g. deadlines, complaints about defects, declarations of withdrawal or claims for reduction) must be made in writing to be effective.

(6) References to the validity of statutory provisions only serve the purpose of clarification. Even without a clarification of this sort, the statutory provisions therefore also apply, insofar as they are not directly modified or explicitly excluded in these General Terms and Conditions.

§ 2 Offer and Conclusion of Contract

(1) Our offers for Services are based on the documents supplied by the Customer, are subject to change and are non-binding. This also applies if we have provided the customer with catalogues, technical documentation (e.g. computations, calculations, etc.), work schedules relating to Services, other Product and Service descriptions or documents - including those in electronic form.

(2) The current Product descriptions and lists apply to the Products.

(3) The written order for a Product by the Customer and/or the commissioning of a Service by the Customer on the basis of an offer is deemed to be a binding offer of contract. Unless otherwise specified in the order or commission, we are entitled to accept this offer of contract within two weeks of its receipt by us.

(4) Acceptance of a commission for a Service is carried out in writing in the form of a confirmation of order, in which we establish as binding the type and extent of our deliveries and services and the sub-

ject of the order, if necessary in consultation with the Customer. Commissioned research is carried out exclusively for the Customer and does not form part of the order confirmation. The order for a Product is accepted by the delivery of that Product.

§ 3 Guarantees

(1) GLYCOTOPE guarantees the quality of its Products in accordance with the accompanying Product information within the GLYCOTOPE specification. This specification is based on GLYCOTOPE's analytical methods and processes.

(2) As far as Services are concerned, GLYCOTOPE guarantees the accuracy of the results formulated in the research report(s) in accordance with the current state of knowledge. GLYCOTOPE accepts no subsequent liability arising from the further use of the research results by the Customer.

(3) As far as Services are concerned, GLYCOTOPE undertakes to carry out research and development work to the extent specified in the order confirmation with all due care. However, GLYCOTOPE provides no guarantee and accepts no liability for the complete achievement of the objective of the order as specified. If the objective of the order cannot be achieved or can only be achieved to a limited extent for reasons for which GLYCOTOPE is not responsible, or if the Customer retrospectively limits the scope of the order, the Customer is not entitled to a reduction in the agreed remuneration.

§ 4 Documents Provided

(1) We reserve proprietary rights and copyright for all documents provided to the Customer in connection with the placing of the order, such as descriptions of Services and work schedules.

(2) These documents may not be made accessible to third parties, unless we have provided the Customer with explicit written consent to do so.

(3) If we do not accept the Customer's order within the period specified under § 2, we have the right to demand the return to us of the documents provided.

§ 5 Delivery Period and Default in Delivery

(1) The delivery period is stated by us on acceptance of the order. If this is not the case, the delivery period is a maximum of four weeks from conclusion of the contract.

(2) The start of the delivery period specified by us assumes that the Customer has fulfilled his obligations in a timely and proper way. The right to object on the grounds that the contract has not been fulfilled remains reserved.

(3) The beginning of a default in delivery on our part is determined by the statutory provisions. In all cases, however, a formal reminder from the Customer is required.

(4) Further legal claims and rights of the Customer on the grounds of a default in delivery remain unaffected.

§ 6 Delivery, Transfer of Risk, Inspection and Approval, Default of Acceptance

(1) The delivery of Products as part of Product orders or Service orders is carried out from our production plant, which is also the place of performance. The Customer bears the cost of dispatch and any tolls, fees, taxes and other official charges. Unless otherwise agreed, we are entitled to determine the type of dispatch ourselves (in particular, transport company, dispatch route, packaging).

(2) The risk of accidental loss and accidental deterioration of a Product supplied as part of a Product order or Service order is transferred at the latest on its release to the Customer or, in the case of the involvement of shipping staff or a shipping service provider, on its release to the latter. If inspection and acceptance has been agreed, this is definitive for the transfer of risk. Otherwise the statutory provisions of German law on contracts for work and services also apply to an agreed inspection and acceptance. The transfer or the inspection and acceptance will be deemed to have taken place if the Customer is in default of acceptance.

(3) If the Customer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons that are the Customer's responsibility, we are entitled to demand compensation for the loss incurred including any additional expenses (e.g. storage costs).

The right to submit evidence of greater damages and our statutory claims (in particular to compensation for additional expenses, appropriate recompense, cancellation) remain unaffected.

§ 7 Prices and Terms of Payment

(1) The prices agreed within the order confirmation apply to our Services.

(2) The price lists current at the time of conclusion of contract apply to our Products, unless otherwise agreed. These prices are ex warehouse, plus VAT at the standard rate. For all Services that go beyond those specified under § 2, the current prices for GLYCOTOPE's consulting services apply.

(3) In accordance with the German Packaging Ordinance, we do not accept return of transport wrappings or any other sorts of packaging; these become the property of the Customer.

(4) The purchase price is due on delivery of a Product and must be paid within 14 days of the issue of invoice and delivery or inspection and acceptance of the Product. For contracts with a delivery value of more than EUR 5,000 (five thousand), however, we are entitled to demand a deposit in the amount of 30% of the purchase price. The deposit is due on and must be paid within 14 days of issue of invoice.

(5) For orders for Services the price is due on and must be paid within 14 days of issue of invoice and delivery of a research report containing the results of the Service order, unless any other payment schedule has been agreed in the confirmation of order. For contracts with a delivery value of more than EUR 10,000 (ten thousand), however, we are entitled to demand a deposit in the amount of 30% of the purchase price. The deposit is due on and must be paid within 14 days of issue of invoice.

(6) Payment must be made to the account specified on the invoice.

(7) On expiry of the payment period specified above, the customer falls into default of payment. Interest is charged on the purchase price during the period of default at the statutory interest rate for default applicable at the time. We reserve the right to assert further claims for damage caused by default. In regard to traders, our claim to commercial interest from the due date (§ 353 of the German Commercial Code (HGB)) remains unaffected.

(8) The customer only has rights to offset or rights of retention insofar as his respective claim has been legally established or is uncontested.

(9) Should it become evident after conclusion of the contract that our claim to the purchase price is at risk because of the Customer's insufficient financial capacity (e.g. as a result of an application to commence insolvency proceedings), we are entitled under the statutory provisions to refuse performance and - following the setting of a time limit, as required - to withdraw from the contract (§ 321 BGB). For contracts for the manufacture of unique items (individual manufacture), we may declare our withdrawal immediately; the statutory regulations concerning the dispensability of setting a time limit remain unaffected.

§ 8 Retention of Title

(1) Until full payment has been made of all of our current and future claims arising from the purchase contract, service contract or ongoing business relationship (secured claims), we retain title to the Products sold or to the results and/or Products arising from the Service contracts.

(2) The Products or results under retention of title may not be pledged to third parties or transferred as security until complete payment of the secured claims has been made. The Customer must inform us immediately in writing if and when third parties gain access to the Products belonging to us.

(3) In the event of behaviour that breaches the contract on the part of the Customer, in particular non-payment of the due purchase or service price, we have the right in accordance with the statutory provisions to withdraw from the contract and demand release of the Products or results on the grounds of retention of title and rescission. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously provided the Customer with an appropriate deadline for payment without success or the setting of such a deadline can be dispensed with under the statutory regulations.

(4) The Customer is authorised to re-sell and/or process the Products or results under retention of title in the normal course of business. In this event, the following provisions apply in addition:

(a) The right of retention extends to the items resulting from processing, mixing or combining our Products to their full value, in which case we are deemed to be the manufacturer. If processing, mixing or combining takes place with products belonging to third parties and their retention of title remains in force, we acquire co-ownership in relation to the invoice values of the processed, mixed or combined Products. Otherwise the same applies to the resulting manufactured item as to the Product that we supplied and which is under retention of title.

(b) The customer assigns to us as security the claims resulting from the re-sale of the Product or manufactured item in respect of third parties with immediate effect in total or in the amount of any portion for which we have co-ownership, in accordance with the paragraph above. We accept such assignment. The obligations of the Customer mentioned in para. 2 also apply in respect of the assigned claims.

(c) The Customer is authorised to collect the claim in addition to us. We undertake not to collect the claim, as long as the customer fulfils his payment obligations to us, does not fall into default of payment, no application to commence insolvency proceedings is made and there is no other deficiency in his financial capacity. If this is the case, however, we can demand that the customer reveals to us the assigned claims and debtors, provides all information required to make collection, supplies us with the associated documents and notifies the debtors (third parties) of the assignment.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities at our discretion on demand by the Customer.

§ 9 The Customer's Claims for Defects

(1) The statutory provisions apply to the rights of the Customer in the event of material defects and defects in title, unless otherwise specified below.

(2) The basis of our liability for defects is, in the case of a Product purchase, the Product information supplied and in the case of Service orders, the description of the extent of the work in the order confirmation.

(3) Any claims for defects by the Customer assume that he has met his statutory obligation to inspect and make complaint (§§ 377, 381 HGB). If a defect is evident on inspection or thereafter, we must be notified of it immediately. Notification is deemed to be immediate if it is completed within two weeks; to comply with the deadline, it is sufficient to dispatch the notification on time. Notification must be made in writing. Irrespective of the above obligations to inspect and make complaint, the Customer must report obvious defects (including incorrect or incomplete delivery) within two weeks of delivery; to comply with the deadline, it is sufficient to dispatch the notification of defect on time. Notification must be made in writing. If the Customer fails to notify us of defects as specified above, we accept no liability for the defect that has not been reported.

(4) If the item or Service supplied is faulty, the Customer can at his discretion demand rectification of the defect (repair) or delivery of an item without defects (replacement delivery) as supplementary performance. If the Customer does not declare which of the two rights he wishes to exercise, we may set a suitable deadline for him to do so. If the Customer does not make his selection before the deadline, on expiry of the deadline the right to choose is transferred to us.

(5) We have the right to make the outstanding supplementary performance dependent on the Customer paying the purchase or service price due. However, the Customer has the right to retain an appropriate part of the purchase or service price in proportion to the defect.

(6) The Customer must give us the time and opportunity required to complete the outstanding supplementary performance, in particular to send off the defective product for the purposes of inspection. We meet the costs required to complete supplementary performance, in particular transport, handling, work and material costs. In the event of replacement delivery, the Customer must return the faulty item to us in accordance with the statutory provisions.

(7) If supplementary performance is not completed or a deadline for completion of supplementary performance to be set by the Customer has passed without success or can be dispensed with under the statutory provisions, the Customer can withdraw from the purchase contract or reduce the purchase or service price. However, there is no right to withdraw in the case of an insignificant defect.

(8) The Customer's claims to compensation or reimbursement of useless expenditures only exist in accordance with § 10, otherwise they are excluded.

§ 10 Other Liability

(1) Unless otherwise specified in these General Terms and Conditions, including the provisions below, we accept liability in accordance with the relevant statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) We and our vicarious agents accept liability for compensation - irrespective of the legal basis - in the event of intent and gross negligence. In the event of simple negligence we and our vicarious agents accept liability exclusively

(a) for damages resulting from injury to life, physical injury or injury to health;

(b) for damages resulting from a significant contractual obligation (obligations, thereof fulfilment is necessary for the proper execution of the contract in the first place and in respect thereof the contracting partner generally relies and may expect to rely on their fulfilment); in this case, however, our liability is limited to compensation for the foreseeable damage that typically occurs.

(3) The limitations to liability according to para 2 do not apply, however, if we or one of our vicarious agents have fraudulently failed to point out a defect or have assumed a guarantee of the quality of the Product or Service. The same applies to claims by the Customer under the German Product Liability Act (ProdHaftG).

(4) The Customer may only withdraw or cancel in the case of a breach of obligation that does not consist of a defect if we are responsible for such breach of obligation. An unrestricted right to cancel on the part of the Customer (in particular in accordance with §§ 651, 649 BGB) is excluded. Otherwise the statutory provisions and legal consequences apply.

§ 11 Acts of God

Acts of God, disruptions to operations, shortages of raw materials, energy or staff, strikes, lockouts and other unforeseeable events - irrespective of whether these occur at GLYCOTOPE's premises or those of its suppliers - release GLYCOTOPE from the obligations of the contract for the duration of the disruption and to the extent of its effect, including an appropriate start-up period.

§ 12 Limitation Period

(1) The respective claims of the contracting parties expire according to the statutory provisions, unless otherwise specified below.

(2) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims resulting from material defects or defects of title is one year from delivery. If inspection and approval is agreed, the limitation period begins with such inspection and approval.

(3) Insofar as German service contract law is applicable to a Service performed between GLYCOTOPE and the Customer, the general period of limitation for claims arising from defects in the Service, notwithstanding § 195 BGB, is one year from the statutory start of the limitation period (§ 199 BGB).

(4) Statutory provisions on limitation periods for claims for restitution of property belonging to third parties (§ 438 para. 1 no. 1 BGB), for buildings and building materials (§ 438 para. 1 no. 2 BGB), in the case of fraud on the part of GLYCOTOPE (§ 438 para. 3 BGB), for claims under supplier's recourse (§ 479 BGB), under the Product Liability Act (ProdHaftG) and for the claims for compensation specified in § 10 para. 2 and 3 remain unaffected. In these cases, the statutory provisions on limitation periods apply exclusively.

(5) Insofar as we owe the Customer compensation in accordance with § 10 because of or as a consequence of a defect, the limitation periods of purchase law (§ 438 BGB) specified in this paragraph also apply to competing, non-contractual compensation claims, unless the application of the standard statutory limitation period (§§ 195, 199 BGB) leads in individual cases to a shorter limitation period. The limitation periods of the Product Liability Act remain unaffected in any case.

§ 13 Obligation of the Customer to Cooperate

(1) The Customer must ensure that GLYCOTOPE is provided with all of the documents necessary to execute the order in good time, even without specific request, and that it is notified of all events and circumstances that may be of significance for the execution of the order.

(2) In particular, the Customer must inform GLYCOTOPE of risks that may be associated with the materials to be investigated and of existing public and organisational safety regulations and of protected operating issues that must be considered by GLYCOTOPE in executing the order.

§ 14 Storage of Samples

(1) Unless otherwise agreed in writing, the samples provided by the Customer for investigation or further processing, will be kept at GLYCOTOPE for a maximum of three months after conclusion of the work commissioned, insofar as their condition allows. After this period, the samples are destroyed or returned to the Customer for disposal, at the discretion of GLYCOTOPE. The return of the samples is at the customer's expense.

(2) GLYCOTOPE retains samples of every product delivered for 2 years.

§ 15 Protection of the Results of Work and Research

(1) On payment of all claims, the research results are the property of the Customer. They are supplied to the Customer in the form of a research report. Materials obtained, isolated, modified or synthesised as an objective of the order are sent to the Customer with the research report in accordance with the order. GLYCOTOPE guarantees the confidentiality of the research results.

(2) Methods or assays that are developed by GLYCOTOPE in the course of commissioned research are the property of GLYCOTOPE.

(3) Any author's copyright on results belongs solely to GLYCOTOPE. The publication of the scientific results of GLYCOTOPE and any other form of dissemination of the results by the Customer, including

in the form of excerpts e.g. quotations in advertising material, require the prior written consent of GLYCOTOPE.

(4) Academic publication of the research results compiled by GLYCOTOPE may only be carried out by the Customer or on his behalf. Any form of academic publication requires written agreement of the text with GLYCOTOPE for every medium. GLYCOTOPE must be named as the originator of the research results.

§ 16 Confidentiality and Patent Registration

(1) GLYCOTOPE undertakes to make available to the Customer the subject matter of the order and all results that have been compiled in connection with the order and neither to publish them nor make them known to third parties without the Customer's consent.

(2) Should completion of the Customer's order lead to independent process or product inventions by GLYCOTOPE, GLYCOTOPE's interests as inventor are to be respected in any product patent registration by the Customer. GLYCOTOPE confirms its willingness to release the inventor's rights to the Customer in return for a fee to be agreed separately or an ongoing user fee. In the case of the invention of a process, all rights to register this invention as a patent remain with GLYCOTOPE.

§ 17 Applicable Law and Court of Jurisdiction, Language Versions

(1) The law of the Federal Republic of Germany applies to these Terms and Conditions and all legal relations between us and the Customer, with the exclusion of all international and supranational (contractual) legal provisions, in particular the UN Convention on Contracts for the International Sale of Goods. By contrast, the prerequisites for and effects of the retention of title pursuant to § 7 are subject to the law of the place at which the item is stored respectively, insofar as the selection of German law as the applicable law is not permitted or invalid.

(2) If the Customer is a trader as defined by the German Commercial Code, a legal person under public law or a special fund under public law, our registered office in Berlin is the exclusive place of jurisdiction for all disputes - including international ones - arising directly or indirectly from our contractual relationship. However, we are also entitled to assert claims at the general place of jurisdiction of the Customer.

(3) These Terms and Conditions are presented to the Customer in a German and an English version of the text. Should a divergence arise between the English and the German version, the German text shall prevail.

§ 18 Severability

Should individual provisions of these Terms and Conditions be legally ineffective or unfeasible or subsequently lose their legal effectiveness or feasibility, the validity of the remaining provisions is not affected thereby. The statutory provisions then apply in addition.

Berlin, 6 July 2010