

General terms and conditions for maintenance and repairs

Maintenance and repair orders between the parties shall be governed by the German language version of the "General terms and conditions for maintenance and repairs".

1. General terms and conditions

- 1.1 These "General terms and conditions for maintenance and repairs" are an integral part of all of the services and quotations concerning maintenance and repairs of Martin Christ Gefriertrocknungsanlagen GmbH or Sigma Laborzentrifugen GmbH (hereinafter referred to as the "company") with regard to the client.
- 1.2 The "General terms and conditions for maintenance and repairs" of the company shall apply exclusively; any terms and conditions of the client that conflict with, or deviate from, the "General terms and conditions for maintenance and repairs" of the company shall not be recognised by the company unless the company has expressly confirmed their validity in writing. The "General terms and conditions for maintenance and repairs" of the company shall also apply if the company performs the agreed work or provides the agreed services unconditionally in the knowledge of conflicting or deviating terms and conditions of the client.
- 1.3 The company is entitled to effect part performances, provided that this is not unacceptable or unreasonable for the client.

2. Contract conclusion, cost estimates, and quotations

- 2.1 All agreements that are made between the company and the client for the purpose of the execution of a maintenance or repair order as well as any side agreements, amendments, the termination or revocation of the contract, or its cancellation must be set out in writing. This shall also apply to a waiver of the requirement of written form or to its amendment.
- 2.2 Cost estimates or quotations shall only be binding if they are submitted in writing and if it is expressly stated that they shall be binding. Prices shall be valid for a maximum of one month from the creation of the quotation unless expressly agreed otherwise. After this period, the material prices and rates as stated in the "Price list for services" (service rates) of the company that are valid at the day of performance shall apply. The service rates can be enquired at the company at all times.
- 2.3 Should the company deem additional work, which is not stated in the cost estimate or quotation, necessary during the execution of the order, the company shall be entitled to exceed the scope of work by up to 20% of the estimated total price without prior consultation of the client. In the event that it becomes foreseeable for the company that this percentage will probably be exceeded, the company shall inform the client and coordinate the performance of the additional work with the client.
- 2.4 The client shall reimburse the company for any services that have been provided in view of the preparation of a cost estimate or quotation as well as for any resulting expenses (e.g. fault analysis, on-site visits, disassembly work, etc.) if, for reasons for which the company is not responsible, the order is not placed or only placed with a reduced scope compared to the original scope of the cost estimate.

3. Scope of performance, time of performance, and provision of services/performance of work

- 3.1 The type and scope of the performances that are to be effectuated by the company shall be governed solely by the contractual agreement with the client.
- 3.2 As a matter of principle, the performance deadlines or periods that are stated by the company shall be non-binding, provided that they have not been expressly declared to be binding in writing. Performance periods start with the acceptance of the order. Unless otherwise agreed in writing, performance deadlines and periods shall be regarded as met if the contractual maintenance or repair work has been started before the expiry of the deadlines and periods.
- 3.3 Subsequent requests of the client concerning changes or additions as well as any additional services that are deemed necessary during the performance of the services/work by the company shall extend the time of performance accordingly. The same shall apply in the event of unforeseeable impediments to performance that are beyond the control of the company (in particular force majeure, weather conditions, other orders by the government or public authorities, strike, or lock-out) if they result in a delay of the performance of the company for which the company is not responsible. This shall also apply if these circumstances arise at the partners or subcontractors of the company and also in the event of an incorrect or late self-supply of the company with spare parts and wear parts that are necessary for

the execution of the order. If the service/work that is to be provided/performed by the company is rendered impossible because of the impediments to performance that are stated hereinabove, the company shall be released from the performance obligation.

- 3.4 If the client does not accept the maintenance or repair work that they have ordered, the company shall be entitled to withdraw from the contract or order after the fruitless expiry of a specified, appropriate grace period and/or to demand compensation for non-performance.
 - 3.5 If a maintenance or repair job is aborted for reasons that are beyond the control or responsibility of the company, the original state of the item to be maintained or repaired does not need to be restored unless expressly desired by the client and only against a reimbursement of costs, provided that the work that has been performed had not been necessary.
 - 3.6 The service/work that the company is obliged to provide/performance shall be provided/performed during the normal business hours of the company. If, in the interest of the client, overtime, work on Sundays and public holidays, or work outside the normal business hours of the company are necessary, the company shall be entitled to charge for this separately and in accordance with the "Price list for services" (service rates).
 - 3.7 If additional spare parts are required that go beyond the spare parts that are required for the agreed maintenance or repair work, the company shall charge the client for them and also for the time that is required for the replacement, including the daily allowances for the personnel, necessary extra tours, etc., based on the applicable prices and charge rates in accordance with the "Price list for services" (service rates) of the company.
 - 3.8 The client shall decide about the use and disposition of parts that are removed outside the warranty. Unless demanded otherwise by the client, parts that are removed shall be disposed of properly. The company shall charge the client for the disposal costs, including wages and additional expenses.
 - 3.9 The company shall be entitled to have the orders performed by specialist companies or partner companies that are commissioned by the company.
 - 3.10 The client shall be obliged, in particular, to ensure that the item to be repaired is free from contamination when the item is handed over. The client must confirm this to the company in writing by way of the "Return declaration (declaration of decontamination)".
 - 3.11 If, during the maintenance or repair, the company finds that the item is not free from contamination, the company shall be entitled to immediately stop all work. In this case, the client shall bear any additional costs for cleaning and also for the delay of the company.
- ### 4. Co-operation and technical assistance of the client concerning repairs that are not performed at the factory of the company
- 4.1 The client shall undertake to provide the personnel of the company or of the partner companies with everything that is necessary for the unhindered execution of the order.
 - 4.2 The client shall be obliged to provide the company upon request with auxiliary workers and/or technical assistance in the case of work that needs to be performed outside the factory of the company. The technical assistance of the client must ensure that the work can be started without delay after the arrival of the personnel of the company and that it can continue without any delays up to the acceptance by the client. If plans/diagrams and/or instructions of the client are required, the client shall provide them to the company in time and free from costs prior to the start of the work. The company shall not be liable for the auxiliary workers and assistance provided by the client. The co-operation that the client must provide for the company includes, in particular, the provision of any necessary auxiliary workers, hoisting gear and conveyors, heating, lighting, motive power, water and electricity, including the necessary connections, the provision of all of the materials and activities that are necessary for the adjustment and test run, as well as insurance cover for the item to be worked on, in particular against risks such as fire, pipe water, storm, and damage resulting from machine breakage.
 - 4.3 If the client fails to meet their obligations, the company shall be entitled, but not obliged, to perform the activities that the client is obliged to perform in their stead and at their cost or to have them performed by a third party.
- ### 5. Transport and insurance in the case of repairs at the factory of the company

- 5.1 Unless otherwise stipulated in writing, the transport of the item that is to be repaired to and from the factory as demanded by the client, including packaging and consignment, shall be performed at the cost of the client. If this is not the case, the item to be repaired shall be transported to the company and collected from there after the completion of the repair by the client and at their cost.
- 5.2 The risk of transport shall be borne by the client.
- 5.3 The return transport shall be insured by the company against insurable transport risks at the cost of the client.
- 5.4 The item to be repaired shall be insured for the duration of the repair work at the factory of the company.
- 5.5 If the client is in delay in collecting the item to be repaired from the company, the company shall be entitled to charge a storage fee for storing the item at the factory. At the company's discretion, the item to be repaired can also be stored at another location. The costs and risk of storage shall be borne by the client.

6. Acceptance

- 6.1 The client shall be obliged to accept the maintenance and/or repair work as soon as they have been notified of its completion and a test run of the item to be repaired has been performed if this has been contractually stipulated. If the repair turns out to be faulty and if there is only a minor defect, the client cannot refuse acceptance if the company expressly acknowledges their obligation to eliminate the defect.
- 6.2 The service/work that is performed by the company shall be accepted at the latest when the system or machine that is the subject of the contract is returned to operation and/or by way of the uncontested acceptance of the work by the client or their appointed agent.

7. Prices

- 7.1 All of the prices that are stated by the company are net prices. In addition, the client shall pay the value-added tax at the current legal rate.
- 7.2 The services to be provided by the company shall be invoiced at an all-inclusive price or as a unit price, depending on the agreement. As a matter of principle, invoicing shall be based on unit prices in accordance with the current "Price list for services" (service rates) of the company.
- 7.3 The company shall be entitled to unilaterally increase the prices offered to, and agreed with, the client based on an increase in the material and labour costs for the company that has occurred between the submission of the quotation or the conclusion of the contract and the time of performance, provided that the company is not obliged to provide the service or perform the work within four months after the conclusion of the contract.

8. Payment, exclusion of set-off, and exclusion of assignment

- 8.1 If the service needs to be provided by the company over a longer period of time, the company shall be entitled to send the client partial invoices on a weekly basis.
- 8.2 The company shall be entitled to demand a reasonable payment in advance at the conclusion of the contract or later during the performance of the contract.
- 8.3 Payments shall be due 14 days after date of invoice and without any deduction.
- 8.4 Payments to the representatives, subcontractors, or partners of the company without a collection authorisation that has been issued in writing by the company shall be regarded as void in view of the company.
- 8.5 Set-off against counter-claims by the client shall be excluded unless the counter-claims have been established as final and absolute, acknowledged by the company, or are undisputed. The same shall apply to the exercise of a lien based on this type of counter-claims.
- 8.6 The client shall not be entitled to assign or transfer their rights or claims against the company to third parties with the exception of the scope of § 354a HGB (German Commercial Code).
- 8.7 Unless otherwise agreed, payments for maintenance and repair work outside of the Federal Republic of Germany shall be made in favour of the company and to the principle bank of the company by way of an irrevocable letter of credit that has been agreed upon with the company, that has an adequate term, and that has been advised and confirmed by a bank that is authorised in Germany.
- 8.8 Any taxes, fees, or other expenses that incur outside of Germany shall be borne by the client.

9. Retention of title, right of lien

- 9.1 The company shall retain the title to all of the parts that the company has installed during a repair or maintenance until all of the company's claims originating from the business relationship with the client are settled. For

those cases in which the title of the company becomes extinct as a result of a combination with other items that are not owned by the company, it shall be agreed that a (co-)ownership of the combined item shall be assigned to the company based on the ratio between the value of the service that has been provided by the company and the new, combined item at the time of combination. Items for which the company is entitled to (co-)ownership due to retention of title shall hereinafter be referred to as goods subject to retention of title.

- 9.2 Unless expressly authorised by the company, goods subject to retention of title must not be removed, transported to another location, sold, or assigned. If third parties attempt to seize the goods that are subject to retention of title, the client shall undertake to inform the third parties about the (co-)ownership of the company and to notify the company. The client shall reimburse the company for any damage resulting from such seizure and for any costs incurred for the abolition of the seizure and for recovering the goods subject to retention of title. The client shall at all times grant access to the premises where the goods subject to retention of title are located to the company or the representatives of the company. The company shall be entitled to demand from the client the return of the goods subject to retention of title or the assignment of the client's right to recover possession against third parties if the company has withdrawn from the contract. The seizure of the goods subject to retention of title by the company, irrespective of the basis for the seizure, shall not constitute a withdrawal from the contract. The company shall undertake, upon the client's request, to release any securities to which the company is entitled pursuant to the above provisions if the value of the securities exceeds the claims to be secured by more than 10%.
- 9.3 If the item of the contract comes into the possession of the company, the company shall be entitled to a (contractual) right of lien concerning the item of the contract due to outstanding claims from the contractual relationship between the company and the client. The right of lien can also be asserted based on claims from earlier work, spare part deliveries, or other services, provided that they are related to the item of the contract.
- 9.4 For other claims resulting from the business relationship, the right of lien in accordance with no. 9.3 shall only apply if these claims are undisputed or have been recognised by a declaratory judgement.

10. Warranty

- 10.1 The client can only make warranty claims if they have duly fulfilled their duties of examination and notification of defects as required by § 377 HGB (German Commercial Code).
- 10.2 If a defect concerning a performance or delivery for which the company is responsible exists at the time of the passing of the risk, the company shall be entitled, at their discretion, to remedy the defect or to supply a replacement (hereinafter referred to as the "rectification"). The client must notify the company in writing of the defect.
- 10.3 As a matter of principle, warranty claims of the client shall be governed by §§ 633 and following BGB (German Civil Code). Warranty claims of the client shall be subject to a period of limitation of 12 months from the acceptance of the services provided or of the work performed. This shall not apply to claims for damage compensation resulting from the loss of life, physical injury and damage to health, or resulting from the grossly negligent or deliberate breach of material contractual obligations or malicious deceit, which are all subject to a period of limitation pursuant to the provisions of the law.
- 10.4 Services or supplied parts that are negatively affected after their provision as a result of faulty or careless treatment, excessive use, unsuitable operating resources, or that are negatively affected due to external influences that are not specified for the area of application, or non-reproducible software errors shall not be covered by the warranty. In addition, warranty claims shall not apply if the services provided or the parts supplied by the company are treated improperly, operated incorrectly, destroyed by violence, or damaged by chemical, physical, or electrical influences.
- 10.5 Minor deviations from the agreed performance or minor impairments of functionality shall not constitute defects of the performed maintenance or repair.
- 10.6 If the client fails to notify the company in writing of a specifically named defect within a period of 14 days after the defect would have been recognisable, they shall lose any rights concerning this defect, provided that the company is not liable due to a loss of life, physical injury and damage to health, or due to the grossly negligent or deliberate breach of material contractual obligations

or malicious deceit. The right to claim a late notice of defects shall not be waived.

- 10.7 In the notice of defects, the client shall grant the company a sufficient period for the rectification of the defect. If the rectification fails completely although the company has attempted to rectify the defect three times, the client shall be entitled to demand a reduction in payment or to withdraw from the maintenance or repair order. In this context, any other claims, including statutory claims under the liability for defects or claims for compensation, shall be excluded, provided that the company is not liable due to a loss of life, physical injury and damage to health, or due to the grossly negligent or deliberate breach of material contractual obligations or malicious deceit. Number 11 of these terms and conditions shall apply to damage claims.
- 10.8 Ownership of the parts that have been replaced due to the warranty obligation of the company shall pass to the company.

11. Other liability, exclusion of liability, withdrawal

- 11.1 The company shall be liable in accordance with the statutory provisions insofar as the client asserts damage claims that are based on intent or gross negligence. In the case of simple negligence, the liability of the company shall be limited to the foreseeable damage that is typical of this type of contract. In cases that are not covered by sentence no. 1, the company shall be liable in accordance with the statutory provisions insofar as the company has culpably violated an essential contractual duty; however, in this case, the liability for damage is also limited to the foreseeable damage that typically occurs. The liability for the culpable loss of life, physical injury, or damage to health shall remain unaffected; this shall also apply to the mandatory liability in accordance with the Product Liability Act.
- 11.2 The limitations of liability that are stated above shall also apply with regard to the liability of the company's employees, representatives, and vicarious agents.
- 11.3 Regardless of any fault, a possible liability of the company in the event of a malicious non-disclosure of a defect, from the assumption of a guarantee or risk concerning the existence of a certain quality, and pursuant to mandatory legal provisions in accordance with the Product Liability Act or Public Liability Act shall remain unaffected.
- 11.4 Further liability of the company for damages going beyond the provisions of nos. 11.1 and 11.3 shall be excluded – irrespective of the legal nature of the asserted claim. This shall apply in particular to claims for damages resulting from a fault on the conclusion of the contract, from other breaches of duties, or from criminal claims for compensation for damage to property in accordance with § 823 BGB (German Civil Code).
- 11.5 If the damage is covered by an insurance policy taken out by the client for the relevant damage (fixed-benefit insurance excepted), the client shall be obliged to assign all of the claims against the insurance to the company. The same shall apply for damages that are caused by a defect of a spare part that is used by the company. This obligation of assignment shall not apply to damages that are due to the grossly negligent or deliberate breach of material contractual obligations or to damages that are due to a loss of life, physical injury, or damage to health.
- 11.6 The client shall be obliged to notify the company of any potential hazards (in particular fire hazards in rooms or of materials, risks of injury, use of special equipment or hoisting gear) and to take all appropriate and expedient safety measures (e.g. posting of fire guards, provision of fire extinguishing equipment, breathing apparatuses, etc.).
- 11.7 The client shall indemnify the company and their employees, representatives, and vicarious agents from any damage compensation claims from third parties that have a causal link with the performance of the contractual task and that exceed the liability of the company or their employees, representatives, and vicarious agents pursuant to these terms and conditions.
- 11.8 If the company performs work on the client's premises, e.g. on construction sites etc., the client shall be responsible for ensuring safety and for providing site supervision and, if necessary, the client shall arrange for suitable safety measures at their own cost.

12. Liability of the client

If, during repairs outside the premises of the company, the equipment or tools that are provided by the company are damaged through no fault of the company or if they are lost through no fault of the company, the client shall be obliged to provide compensation for this damage. This shall not apply to damage that is caused by normal wear.

13. Final provisions

- 13.1 Osterode am Harz shall be the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, the company shall also be entitled to bring an action against the client at the court having jurisdiction for the place of business or residence of the client. In all other respects, the statutory provisions shall apply.
- 13.2 All legal relationships between the parties shall be governed by German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 13.3 Unless otherwise specified in the order confirmation, Osterode am Harz (Germany) shall be the place of performance.
- 13.4 Between the parties, only the German version of the "General terms and conditions for maintenance and repairs" shall be authoritative. The English version is a non-binding translation.

Osterode am Harz, 8/10/2013