

General Terms and Conditions

2007-01-01



I. Scope of application

For all services and deliveries of BioGenius GmbH (hereinafter referred to as BIG) the Terms and Conditions of Business (hereinafter referred to as AGB) stated below are solely applied.

The AGB applies for all present and future business relationships.

Deviating, opposing or amendatory General Business Conditions of the customer will not be integral part of the contract, even upon knowledge unless it is agreed to formally in writing.

Contractor in terms of this business condition are natural or legal persons or legal partnerships, which will be entered into business relationship, and who act within a trade or a professional occupation.

II. General Conditions.

1. Scope and execution of services

The services of BIG are stated in the written order confirmation. Written form applies to all agreements, including amendments, changes or subsidiary agreements.

Conclusion of the contract is subject to the correct and timely delivery of the sub-supplier of BIG. This applies only if the non-delivery is not caused by BIG, especially in case of closing a congruent hedging transaction with its sub-supplier. The customer is immediately informed of the non-execution of his service. Any return consideration is refunded immediately.

2. Liability and Limitation

In cases of slight negligence BIG only bears limited liability according to the kind of work foreseeable, contractually conventional, immediate average damage. This also applies in case of slight negligence for legal representatives or vicarious agents of BIG.

BIG shall not be liable towards contractors in case of slight negligent contractual violation.

The aforementioned limitation of liability does not apply for body or health damage imputable to BIG.

III. Sales- and Delivery Conditions

1. Prices and Additional Costs

The price of an offered service results from the respectively valid performance catalogue and is FOC point of acceptance within Germany VAT added. Additional costs for packaging and transport can be invoiced separately.

2. Shipment, Passing of Risk

The shipment will be uninsured at the customer's risk. The type of delivery is chosen by BIG. The facilities and/or the possibilities for placing the goods at the customers must ensure that unauthorized persons have no chance to damage, tamper or to remove any goods unauthorized. Responsibility for protection of the delivered goods against unauthorized access of third parties is up to the customer.

BioGenius GmbH

General Manager

www.biogenius.de

**Bank: Kreissparkasse
Köln**

Local Court / Sales tax-ID / IBAN

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Local Court Düsseldorf HRB 51014
Sales tax ID-No.: DE 814 227 971
IBAN: DE 24 370502990311550498



3. Reservation of Title

All services and delivered products remain the property of BIG until the customer paid for the services or products in full. This also applies for services and products of the customer in which the services and products of BIG were integrated. These services and products of the customer are considered as conditional goods until the customer paid in full for the services and products BIG generated, which he requested and ordered.

The customer is only entitled under reservation to further sell any qualified service or products of BIG if he honours his payment obligations.

Other injunctions like pledging of goods or security transfers of qualified services and products are forbidden.

In case of access of third persons the customer is obliged to point out the possession of BIG and to inform BIG immediately. The customer already assigns for security reasons all his receivables and ancillary rights from further sales and business relations with his buyers in connection with qualified services or products up to the value of the reservation. The customer is authorized and obliged to collect the assigned claims and to pass them on to BIG immediately. In case the customer ceases payment, proceedings of an insolvency of the assets of the customer is filed, opened or a liquidator is appointed the a.m. rights of the customer to further sell, process or collect receivables is terminated. If the customer delays payment BIG is entitled to cancel the collection authorization and to notify the assignation to the buyers of the customer. After cancellation of the contract BIG is entitled to demand delivery of qualified service or products from the customer or, if necessary, demand the assignation of Delivery of the customer against third parties. The customer is obliged to give BIG all necessary information for the collection and to hand over the respective documents. BIG will clear on the customers wish insofar as the value exceeds 20 % of all demands.

4. Prices

The prices for services rendered will be calculated by BIG for each order or referring to projects on basis of the respective directory of services of BIG. Indication of prices in quotations by BIG or an authorized third person are always estimates of the necessary scope of service and are therefore not binding. BIG reserves the right to increase the prices due to increased costs of resources like wages or increased costs of materials. Fixed prices (in written form) are excluded from this ruling. All prices are exclusive the statutory German VAT.

5. Fulfilment

BIG renders its services according to the generally accepted engineering rules and customary care. Any claim of fulfilment in case of defects has to be made in writing immediately. Objections against the contents of a product (report or expertise) have to be claimed and specified in writing immediately, within four weeks (28 days) latest after receipt. If no objections are made within this term, the service is considered as affirmed. The customer grants BIG an appropriate timeframe to be agreed upon in advance of the fulfilment of the defects specified by the customer in writing. If the customer refuses a fulfilment offered by BIG, BIG is freed of the fulfilment. In any case of a defect the statutory claims for defects apply for the customer under the limitation mentioned in article II. Point 3 of the AGB.



6. Protection and Publication of Work Results

The copyright of the rendered services remains with BIG – where suitable. The customer is entitled to use all produced expertises with all tables, calculations and other details within the scope of the order, only after complete payment of the agreed fee and for the purpose it was intended. Publication and duplication of expertises or other data and documents of BIG for business or advertising purposes, also the declared utilisation, requires the written consent of BIG. This also applies for expertises or other certificates and attestations which can be related to the promoted name “BioGenius” or „BioGenius GmbH“ or „Institute BioGenius“ as well as very similar names, which can be connected directly to the company name.

7. Secrecy

BIG commits itself to allocate all results in connection with the order of a customer and produced solely for the customer, to the customer. All knowledge and information gained will always be treated confidential unless they are proven to be publicly known or accessible. The findings and information which were demonstrably published by third persons without violating against their duty for secrecy are also excluded.

8. Delivery of Samples and Compulsory Safekeeping

The customer bears the costs and the risk for the delivery of samples unless otherwise agreed upon in writing at commissioning with the customer. Despatch of samples by the customer has to be appropriate and regarding the legal requirements as well as according to instructions given by BIG for packing and labelling. The customer is liable for all damages resulting from a dangerous consistence of the samples. The customer is liable to inform all known danger and handling advises. If not otherwise agreed the samples are stored as long as their consistence for storage and the best available technology allows. Otherwise the legal regulations for storage of samples and testing materials apply.

Cost for disposal or return delivery to the customer of stored and/or retained samples will be borne by the customer if not otherwise agreed. BIG will undertake the disposal according to legal requirements.

III. Final Provisions

1. Data Processing

BIG is entitled to store personal and commercial data of the customer and to process them provided the applicable Federal Data Protection Act is observed. It doesn't make any difference whether these data and information were gained by themselves or from third parties.

2. General Terms

An assignment of rights and duties of the purchaser from contracts require consent by BIG.

Against BIG's outstanding claims the customer can set off or claim right of retention only such claims that are undisputed or recognised by final judgement.

German law applies excluding the UN sales laws.

Place of performance for all services is Leverkusen. Exclusive place of jurisdiction for all disputes arising from this contract is Leverkusen. This agreement on jurisdiction only applies for fully qualified traders, legal persons of public law or special public-law funds.

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Should one or several provisions of the contract with the customer including these General Conditions be or become invalid, the overall validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid provision coming as close as possible to the economic success of the invalid provision.

The English version of these Terms and Conditions are for information only. Only the German text is binding.

Any modifications or additions to this contract require the written form, as well as the cancellation of this written form requirement.

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General Manager

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