

General Terms and Conditions for Services Performed on Machines

1. Scope of validity

These terms and conditions constitute the basis for all business of DJB Labcare Ltd that particularly relates to the repair, maintenance, qualification, commissioning and other such services in connection with laboratory products, hereinafter referred to as "Object to be Serviced", where said services shall be referred to hereinafter as "Service" or "Services", and where the customers are any company or subsidiary or associated company, organisation or person ordering, or accepting a quotation for DJB Labcare services. These conditions shall be deemed to be incorporated in any contract, written or implied, for DJB Labcare to supply services and unless otherwise agreed to the contrary in writing, orders written or verbal are only accepted in accordance with these conditions to the exclusion of any conditions stipulated by the Customer. Waiver of all or part of these conditions shall not be valid unless expressly agreed in writing by DJB Labcare.

2. General Provisions

2.1 Any Objects to be Serviced within the scope of any Service hereunder may not pose any health hazard to DJB Labcare.

2.2 DJB Labcare shall be entitled to have third parties perform its contractual obligations hereunder.

2.3 Insofar as DJB Labcare supplies spare parts or other goods or objects to the customer within the scope of the particular Service performed hereunder, said supply shall be exclusively made according to DJB Labcare's Conditions of Sale that are valid at the particular time in question.

3. Non-performable service

Further labour and expenses shall be invoiced to the customer if the Service cannot be performed by DJB Labcare for reasons which it is not responsible, particularly because:

- a) The error or defect about which the customer complained did not occur during inspection;
- b) Spare parts could not be procured;
- c) The customer was at fault in missing the Service Visit agreed upon;
- d) The contract was terminated during performance of the Service

4. Specification of Costs

4.1 The Services performed by service personnel shall be invoiced according to labour including any preparatory time and travel expenses incurred, as well as materials used for performing said Services.

4.2 As far as is possible, the Customer shall be informed about the price expected for the particular Service to be performed.

4.3 Labour time of DJB Labcare's personnel shall begin as soon as they enter the Customer's premises. The Customer shall bear any expenses for waiting times for which DJB Labcare or its service personnel are not responsible.

5. Prices /Payment

5.1 When the Service performed is invoiced, the parts and materials used, as well as travel expenses shall be itemised separately.

5.2 Value-added tax, if applicable, shall be charged to the customer in the amount legally prescribed.

5.3 Any adjustment of the invoice on the part of DJB Labcare and any complaint regarding the invoice shall be made in writing no later than four weeks upon receipt of said invoice.

6. Co-operation

6.1 The customer, at his own expense, shall support DJB Labcare personnel in performing the Service hereunder.

6.2 The Customer shall take the required special measures to protect people and objects on the

site where the Service is to be performed. He shall also inform DJB Labcare personnel of any special safety rules and regulations, provided these are important for said personnel. He shall inform DJB Labcare of any violation of the latter's personnel against safety rules and regulations. In the event of serious violations, the Customer may deny the personnel whose conduct violates said rules and regulations access to the service site.

6.3 The Customer undertakes, at his own expense, in particular to:

- a) provide the necessary auxiliary staff in the number and time required to perform the Service hereunder; said auxiliary staff shall follow instructions and orders issued by the service personnel. DJB Labcare shall not assume any liability for the auxiliary staff. If auxiliary staff cause a defect or damage on account of instruction or orders issued by service personnel, the provisions of Sections 12 and 13 shall apply accordingly.
- b) provide heating, lighting, utilities, water, including the required connections and outlets;
- c) protect the site at which the Service is to be performed and the materials located there from damaging effects of any type; clean the site at which the Service is to be performed;
- d) provide DJB Labcare service personnel with suitable lounge and work areas (with heating, lighting, wash facilities, sanitary facilities) and first aid;

7. Service to be performed at DJB Labcare Site

7.1 Unless otherwise agreed in writing, the Object to be Serviced shall, at the customer's request and expense, be retrieved, which shall include packaging and loading, and transported to DJB Labcare site.; otherwise, this Object to be Serviced shall be brought by the customer at his own expense, to DJB Labcare site, and retrieved from

DJB Labcare following performance of the Service hereunder by the Customer or by the Customer's agent at said Customer's expense.

7.2 The Customer shall bear the risk of transport.

7.3 During the time that Service is performed at DJB Labcare's site, no insurance protection is provided. The Customer shall ensure that existing insurance coverage is maintained for the Object to be Serviced, e.g., for fire, water damage, storm and accidental damage and machinery insurance. Only upon the Customer's express request and at his expense can DJB Labcare take out insurance to cover said risk.

7.4 If the customer delays retrieval and acceptance of the Object to be Serviced following completion of Service, DJB Labcare may elect to charge the Customer warehouse rent for storage. At DJB Labcare's discretion, the Object to be Serviced may be stored otherwise. The Customer shall bear the costs and the risk of storage.

8. Deadline for Service Performance

8.1 The times indicated as deadlines for the particular Service to be performed hereunder are based on estimates and, for this reason, shall not be binding.

8.2 The Customer may request DJB Labcare to agree to a binding deadline for performance of the Service(s) hereunder only if the scope and/or Service is exactly defined.

8.3 A binding deadline for performance of a Service hereunder shall be considered met if upon expiration thereof the particular Object to be Serviced is ready to be transferred to the customer for retrieval and the corresponding Service to be performed hereunder has been completed and the desired objective of said Service has been achieved.

8.4 If additional or extended orders are placed, or if Services are additionally required, the agreed deadline for performing the originally ordered Service hereunder shall be extended accordingly.

8.5 If any Service to be performed hereunder is delayed in the context of events relating to industrial disputes, in particular strikes and lockouts, or occurrence of circumstances for which DJB Labcare is not liable, the deadline for performing said Service shall be reasonably extended, insofar as such obstacles are proven to exert significant influence on performance of any Service hereunder; this shall also apply if such circumstances occur after DJB Labcare has already defaulted on said performance.

8.6 If, as a consequence of DJB Labcare's delay in performing any Service, the Customer incurs any damage that can be proven, the Customer shall be entitled to request compensation for said delay. Said compensation shall be 0.5% on the whole for each full week that performance is delayed, but shall not exceed a maximum of 5% of the price for the Service of the particular part on which DJB Labcare is to perform said Service and which cannot be used on time as a result of said delay.

8.7 If the customer specifies a reasonable deadline, taking into account the legal exceptions, for subsequent performance of Service after said delay has occurred and if this new deadline is not met, the Customer shall be entitled within the scope of the legal provisions to withdraw from the contract. Further claims on account of a delay in performance shall be governed exclusively as defined in Section 13 hereof.

9. Acceptance

9.1 The Customer undertakes to accept the Service performed hereunder, whether in the form of repair, maintenance, commissioning

service or other defined Service hereunder. If the Service performed does not conform to this contract, DJB Labcare undertakes to eliminate the Defect as defined by Section 11 hereof, provided that this is possible for the particular Service to be performed. This shall not apply if the Defect is minor when assessed in the interest of the Customer or is based on a circumstance for which the customer is responsible. If there is a minor Defect, the customer may not refuse acceptance.

9.2 If acceptance is delayed through no fault of DJB Labcare, acceptance shall be deemed as having taken place 2 weeks after DJB Labcare has notified the Customer of completion of the Service performed hereunder.

9.3 Upon acceptance, DJB Labcare's liability for discernible Defects shall lapse, insofar as the Customer does not reserve the right to enforce a claim for a certain Defect.

9.4 DJB Labcare shall perform Services according to the guidelines of our quality control and check deliveries accordingly. Should the customer request more extensive tests this shall be agreed in writing and the costs of said extensive tests shall be borne by the Customer.

10. Retention of Title/Extended Lien

10.1 DJB Labcare shall retain title to all accessories, spare parts and exchange parts or subassemblies used until it has received all payments due from the particular Service. Further security agreements may be entered into.

10.2 On account of DJB Labcare's claim to payment arising from the particular Service, DJB Labcare shall be entitled to a lien on the Customer's Objects to Be Serviced which come into DJB Labcare's possession as a result of the Service. This lien may also be enforced on the grounds of accounts receivable for work performed earlier, spare part deliveries and other Services insofar as they are in connection

with Object to be Serviced hereunder. For any other claims arising from this business relation, this lien shall apply only to the extent that said claims are undisputed or res judicata.

11. Claims for Defects

11.1 If DJB Labcare owed the Customer specific work as agreed in a contract for work and services and thus work and services legislation is applicable, DJB Labcare shall fulfil its warranty according to the following provisions: In the event of deficient service performed hereunder, DJB Labcare shall first be entitled and obligated to perform rectification. If rectification ultimately fails to eliminate the deficient Service, the Customer may elect to withdraw from the contract, reduce payment for said Service or request damages according to the legal provisions. The Customer's claims to reimbursement of expenses shall be excluded. All customer warranty claims based on a defect in quality or material or in title shall be subject to a limitation period of 12 months as of acceptance of the work performed hereunder. As for the remaining provisions, Sections 12 and 13 shall apply accordingly.

11.2 The warranty shall exclude used goods, used spare parts, damage incurred as a consequence of natural wear and tear, inadequate maintenance – provided that this was performed by DJB Labcare – failure to follow equipment operating instructions, excessive or unsuitable use and improper construction and/or assembly work performed by third parties and any other external effects and causes over which DJB Labcare has no control or for which DJB Labcare is not responsible.

11.3 This warranty shall expire if the customer or a third party makes changes or repairs to the Object to Be Serviced hereunder, without obtaining the prior written consent to do so from DJB Labcare.

12. Contractor's Liability/Exclusion of Liability

12.1 If parts of the Object to be Serviced are damaged through the fault of DJB Labcare, DJB Labcare may elect to repair said damage at its own expense or to deliver new replacements. DJB Labcare's obligation to replace said damaged parts shall be limited to the price at which the particular Service was agreed. As for the remaining provisions Section 12.3 shall apply accordingly.

12.2 If, through DJB Labcare's fault, the Customer cannot use the Object to be Serviced, and this non-use results from failure to provide or the provision of deficient suggestions and/or advice, either before or after said contract is signed, and other collateral obligations of the contract – in particular instruction for operation and maintenance of the Object to be Serviced, the provision of section 11 and 12.1 and 12.3 shall apply accordingly, excluding further customer claims.

12.3 In the event of damage that is not sustained by the Object to be Serviced itself, DJB Labcare shall be liable, irrespective of the legal reason, only

- a) in the event of wilful intent;
- b) in the event of gross negligence on the part of the legal representative/entities, directors or executive-level employees;
- c) in the event of culpable physical injury, death and hazards to life and health;
- d) in the event of Defects that it has fraudulently concealed or the absence of which it has guaranteed
- e) to the extent that liability is prescribed by the British Product Liability Law for personal injury resulting from, or property damage to, privately used objects. In the event of culpable breach of material contractual duties, DJB Labcare shall also be liable in the event of gross negligence by its non-executive employees and in the event of slight negligence, where the latter case shall be limited to losses that are typically associated with this type of contract and that are reasonably

foreseeable. Any further claims shall be excluded.

13. Limitation of Claims

All customer claims, irrespective of their legal basis, shall be subject to a limitation period of twelve (12) months. For claims for damages as defined by Section 10 the statutory limitation periods shall apply. The warranty shall not entail that the Object to be Serviced maintain metrological specifications that were changed as a result of improper use.

14. Payment of damages by the Customer

If the devices, equipment or tools provided by DJB Labcare are damaged or lost through no fault of DJB Labcare during services performed outside DJB Labcare's site, the Customer shall be obligated to pay compensation to DJB Labcare for the damage incurred. Damaged that can be attributed to normal wear and tear shall not be considered.

15. Applicable Law

The contract shall be governed by and construed in accordance with English Law and the parties irrevocably agree to submit to the jurisdiction of the English Courts save that DJB Labcare shall be entitled at its sole discretion to refer such disputes to the courts of any jurisdiction in which the Customer carries or has carried on business.