



GENERAL TERMS AND CONDITIONS OF BUSINESS

Interpretation In these Terms and Conditions, the following words and phrases shall have the following meanings:

"BLS" means BLS Laboratories GmbH

"the Sponsor" means the client of BLS

"Contract" means an order is placed or the study plan duly signed by both BLS and the Sponsor

"Study" means any examination or testing of the Sponsor's substances, medical devices or other products.

1. General

- 1.1. A contract with the Terms and Conditions set out below comes into being when an order is placed with BLS and when BLS accepts that order. These Terms and Conditions supersede and replace any handwritten memoranda or clauses in any other documents between the parties.
- 1.2. Any commitment purported to have been entered into on behalf of BLS by one of its agents, representatives, or similar is only valid if accompanied by a written signed confirmation from BLS itself. An order is not considered to have been accepted and a contract does not exist until that order has been duly confirmed in writing by the relevant Company department of the Sponsor.
- 1.3. The information provided in the catalogs, leaflets, price lists and any other documents prepared by BLS in no way commits BLS and BLS reserves the right to modify such information at any time.
- 1.4. The Sponsor's order will only be valid if sent by mail, fax or as pdf via e-mail on headed notepaper of the Sponsor or by using approved BLS sample submittal sheets. Orders by telephone or email are only accepted on condition that they are confirmed by the Sponsor by mail or fax before dispatch of any goods or supply of any services by BLS. Notwithstanding the above, if the Sponsor sends samples to BLS quoting the Sponsor reference, BLS is entitled to treat this as the Sponsor placing an order and the Sponsor will be bound by these Terms and Conditions on acceptance of such an order by BLS.



- 1.5. If the Sponsor places any additional or subsequent orders with BLS the commercial aspects of the order not specifically set out in these Terms and Conditions (including, but not limited to price, cycle time, delivery date) must be agreed at the time of the additional or subsequent order and such commercial terms agreed in relation to the initial order will not automatically apply to such additional or subsequent orders. Each additional or subsequent order is to be treated as a separate contract between BLS and the Sponsor

2. Prices, Delivery Dates, Turnaround Time

- 2.1 All Quotes or Estimates of Costs provided by BLS are calculated wisely and conscientiously but they could differ from actual costs. BLS reserves the right to invoice the difference separately.
- 2.2 Prices quoted are exclusive of all taxes and may be revised at any time by BLS. Any taxes payable on the quoted prices will be charged in addition to the Sponsor.
- 2.3 Delivery dates and cycle times are provided to the Sponsor for information only and time is not of the essence. Without prejudice to this, BLS will use its reasonable endeavors to meet delivery dates and turnaround times. BLS will inform the Sponsor about the new delivery time without delay.
- 2.4 Analysis results are often dispatched to the Sponsor by e-mail and it is the responsibility of the Sponsor to inform BLS in writing before the results are dispatched if the Sponsor wishes to receive the results only by mail or in any other way.

3. Terms of Payment

- 3.1 Unless otherwise agreed by BLS in its acceptance of any order, payment of all invoices is due strictly within 10 days of the invoice date. Invoices are sent by e-mail. Original invoices are sent per post later if the Sponsor required.
- 3.2 Any invoice, which remains outstanding 10 days after the invoice date, will be liable to interest at a rate of 5 percentage points over the prime rate according to § 288 of the German Civil law Code BGB. Delinquent accounts are liable for any and all costs associated with the collection of the amounts due.
- 3.3 Reports and results will not be released to the Sponsor whose accounts are over 30 days.



- 3.4 BLS reserves the right to define payment milestones and to stage invoices throughout the life of a study.

4. Transfer of property

Title in any study results, products, equipment or similar supplied by BLS to the Sponsor will remain with BLS until all invoices in respect thereof have been paid by the Sponsor in full and until such time the Sponsor has no property rights to use the same and BLS shall be entitled to demand the return of any such items until all such invoices have been paid in full.

5. Warranties and Responsibilities

- 5.1 Studies and analyses are carried out in the best conditions available to BLS in accordance with technology developed by BLS. Interpretations are based upon study and analysis results and on information provided by the Sponsor. Interpretations, assessments and conclusions are prepared with a reasonable degree of care but the Sponsor acknowledges that in any event they can only be considered as being the signatory's opinion. BLS cannot guarantee that these will always be correct or absolute, particularly in view of the constant evolution and re-evaluation of scientific knowledge and regulations. In all cases, the Sponsor must verify the validity of any interpretations, assessments and conclusions supplied by BLS if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.
- 5.2 BLS will be responsible only for providing the means for carrying out the study and analysis. BLS reserves the right to determine the laboratory animal model, to order the laboratory animal, to choose the animal care method, to determine the location of animal husbandry, to schedule the test times and dates and to deploy the staff of its laboratories. BLS undertakes to use all reasonable steps in the study and analysis, having regard to its level of experience in the techniques required, the price being paid by the Sponsor and the overall circumstances of the study and analysis.
- 5.3 Unless otherwise specifically agreed in writing by BLS, BLS accepts no responsibility for any loss or damage that may occur to any sample in transit. The Sponsor will at all time be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices of the laboratories of BLS. BLS will use reasonable care in handling and storing samples but BLS shall also not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.



- 5.4 The Sponsor warrants and represents to BLS that all samples sent to BLS for testing, administration or for implantation are in safe and stable condition, sterile and toxic-free. The Sponsor undertakes to indemnify BLS for any losses, claims and costs, its servants and agents may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the Sponsor may have given an indication on the sample or any order form of any perceived problem with the sample.

6. Limit of Liability

- 6.1 BLS liability to the Sponsor is limited to the price agreed for the contract in question, save in respect of death or personal injury caused by the negligence of BLS, or servants or its agents.
- 6.2 BLS shall not be liable for any consequential loss (such as loss of business, profits, goodwill or similar) incurred by the Sponsor or by any third party that causes by the study.

7. Repeated Services

Each repeated study and service required by the Sponsor on a sample already tested by BLS will be deemed to be the subject of a separate contract between the Sponsor and BLS unless the initial results is not confirmed by the second or subsequent test.

8. Confidentiality

BLS will use all reasonable efforts to keep all confidential characterized information and study results in strict confidence. A standard confidentiality agreement can be provided by BLS, if requested and at the cost of the Sponsor.

9. Force Majeure

BLS shall not be liable to the Sponsor for any delays in performance or any non-performance of its obligations as a result of cases beyond its control (which for the avoidance of doubt shall include, but not be limited to, acts of God, strike, lock-out, non availability of equipment or parts, etc.).



10. Miscellaneous

- 10.1 These Terms and Conditions may be amended by BLS from time to time by sending amended Terms and Conditions to the Sponsor which shall apply to all orders placed after the Sponsor is deemed to have received the amended Terms and Conditions. The updated version of the Terms and Conditions is downloadable from BLS homepage. No other amendments or variations shall be valid unless signed by an authorized signatory of BLS.
- 10.2 Should a court waive any part of these Terms and Conditions all other parts would still apply.
- 10.3 Failure by BLS or the Sponsor to exercise the rights under these Terms and Conditions shall not constitute a waiver of forfeiture of such rights.

11. Governing Law / Jurisdiction

The construction, validity and performance of these Terms and Conditions and any contract formed in accordance with and incorporated in these Terms and Conditions shall be governed by the Laws of Germany and the German Courts of location of BLS shall have exclusive jurisdiction.

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