

GENERAL CONDITIONS

for sales of products supplied by PERCELL BIOLYTICA AB, Sweden (version 2000A)

GENERAL

1. Unless the context otherwise requires the following words shall have the meanings hereby prescribed.
"The Company" means Percell Biolytica AB.
"The Purchaser" means the buyer of the Goods.
"Goods" means product or products ordered by the Purchaser provided that the Company has accepted the order.
"General Conditions" means these terms and conditions.

As for the purpose of these General Conditions the term "in writing" shall also include messages by fax and e-mail

2. Quotations of the Company are non-binding and indivisible. Data given as general information in information sheets, on the home page of the Company (i.e. on the Internet), in brochures and price lists, or in any similar way are to be considered approximate.

FORMATION OF CONTRACT (ACCEPTANCE OF ORDER)

3. The contract is concluded by written confirmation of order by the Company. All orders are accepted by the Company subject to these General Conditions of sale. These General Conditions shall therefore form part of all contracts relating to the purchase of Goods from the Company.
4. Variations from these General Conditions of sale may be agreed upon by the parties only in writing.

Information and data referred to in Clause 2 hereof are binding only to the extent that they are by reference expressly included in the contract.

5. Notwithstanding any different or additional terms that may be embodied in the Purchaser's order, the order of the Purchaser was accepted and will be delivered only on the condition that the Purchaser assents to these General Conditions. The acceptance of all or any part of the delivery will signify the assent of the Purchaser.

SPECIAL REQUIREMENTS (IF ANY)

6. The Purchaser shall on or before the date of order notify the Company in writing of any special requirements regarding the product or products ordered from the Company.

TECHNICAL DOCUMENTS AND OTHER INFORMATION

7. All technical documents and other technical information relating to the products of the Company which may have been submitted by the Company to the Purchaser prior, subsequent or after the formation of the contract, shall remain the property of the Company.
8. Technical documents and other technical information, received by the Purchaser shall not, without the written consent of the Company, be divulged to any third party.

SUCCESSIVE DISPATCHES AND DELIVERY SCHEDULES

9. If the contract refers to successive dispatches of Goods, then each dispatch shall be regarded as an independent sale. Accordingly the Purchaser has no right to cancel the rest of the contract in the event of delayed dispatch of part of the order or any fault or shortage in such dispatch. If dispatch is postponed because of any such circumstance as is stated in Clause 35, the Company has the right to postpone subsequent dispatches of Goods to a corresponding extent.

10. If the parties have agreed upon deliveries during a certain calendar year without stating any fixed dates of deliveries, then a delivery plan (schedule) shall be made. For each period of three months (commencing 1st January, 1st April, 1st July and 1st October respectively) the Purchaser shall provide the Company with a calendar monthly plan for deliveries. Such plans of deliveries shall be forwarded to the Company not later than 45 days before each upcoming calendar quarter. If such schedule is not forwarded, the Company has the right in its sole discretion to decide an appropriate delivery schedule. The stipulations in Clause 9 hereof shall apply if delivery schedules are used.

QUANTITIES

11. Quantities of the Goods stated in the order or otherwise agreed upon, may be exceeded or reduced by 10 %. The amount debited shall be based upon the quantity delivered. This clause shall not apply if the parties have made an exemption in writing regarding its applicability.

PRICES AND TERMS OF PAYMENT

12. Orders accepted by the Company will be invoiced at the price acknowledged to the Purchaser.

If the price has not been fixed in the contract the Purchaser shall pay the amount invoiced by the Company. The Company has the right to revise and change its general prices at any time.

13. An agreed price does not include value-added tax.
14. If a definite price has been agreed to and if after the conclusion of the contract an export- or import charge, tax or other similar surcharge is imposed or changed for the Goods, then the price may be correspondingly changed even if the possible imposition or changing of such charge etc. has not been taken into consideration in the contract.
15. Unless otherwise agreed payment in full shall be due on notification to the Purchaser that the goods are ready for delivery. In such case the terms of payment shall be cash on delivery.
16. Notwithstanding Clause 15 hereof, the Company may advise the Purchaser that the terms of payment shall be 30 days net from date of invoice.
17. Interest will be charged on overdue payments at an interest rate of 24 percent per annum.
18. The Purchaser shall not be entitled to withhold or set-off payment for Goods delivered for any reason whatsoever.
19. If there are reasonable grounds for assuming that the Purchaser will not fulfill its obligations to make payment, then the Company has the right to demand that acceptable security shall be lodged (irrevocable letter of credit or a bank guarantee or other reasonable security).
20. Without in any way prejudicing any of its right under the Contract, the Company shall be entitled to withhold further deliveries of Goods in the event of any late payment.

TERMS OF DELIVERY

21. The terms of delivery shall be EX WORKS, Åstorp, Sweden (INCOTERMS).

22. If, in case of delivery Ex Works, the Company at the request of the Purchaser or according to an agreement between the parties or otherwise, undertakes to send the Goods to its destination, the risk will pass to the Purchaser not later than when the Goods are handed over to the first carrier.
23. If the Company assists the Purchaser in arranging and/or prepaying freight and insurances, such costs shall be invoiced by the Company to the Purchaser.

TIME OF DELIVERY AND DELAY

24. The Company will use all reasonable endeavors to deliver the Goods in accordance with the delivery dates set out in the Company's order acknowledgement. Partial deliveries shall be permitted unless otherwise agreed.
25. If the Product is not delivered at the time for delivery the Purchaser is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase prices for each completed week of delay. The liquidated damages shall not exceed 7.5 percent of the purchase price for the subject delivery or part delivery as the case may be (maximum amount for liquidated damages).
26. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 25 and if the Goods is still not delivered the Purchaser may in writing demand delivery within a final reasonable period which shall not be less than one week. If the Company does not deliver within such final period and this is not due to any circumstances for which the Purchaser is responsible, then the Purchaser may by notice in writing to the Company terminate the contract in respect of the remaining deliveries according to the contract.
27. Liquidated damages under Clause 25 and termination of the contract under Clause 26, are the only remedies available to the Purchaser in case of delay or failure of delivery on the part of the Company. All other claims against the Company based upon on delay or failure in delivery shall be excluded.
28. The Purchaser has forfeited its right to liquidated damages if the Purchaser has not lodged a claim for such damages within six months after the time when the delivery should have taken place.
29. If the delay is caused by any of the circumstances mentioned in Clause 35 or by an act or omission on the part of the Purchaser, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

DEFECTS AND LIMITED LIABILITY

30. The liability for faults and other defects in the Goods shall at the Company's discretion be limited to replacement of the defective Goods or to a reduction of the purchase price commensurable to the subject defects. Such price reduction or replacement will be the absolute limit of the Company's liability. The Purchaser shall therefore not be entitled to cancel any purchase order or declare any delivery or part delivery avoided. Further, it is especially agreed and understood that the Company shall have no liability for any loss or damage whatsoever, including loss of profit or any other consequential loss or damage.

31. The Purchaser shall notify the Company in writing within twenty-one (21) days of discovery of any allegedly defective Goods in default of which the remedy of the Purchaser according to Clause 30 is forfeited in respect of such defective Goods. The Purchaser shall upon request of the Company provide the Company with a detailed report regarding the allegedly defective Goods and such Goods may only be returned to the Company if advanced written authorization for such return is given by the Company. In any event, the Company shall have no liability whatsoever for any defects unless the Company has received written notice thereof as above provided before six (6) months have elapsed from the date of delivery.

DISCLAIMER AND INDEMNITY

32. The Company's liability is limited in accordance with Clause 30 hereof. In no event shall the Company therefore be liable for any damages arising out of the Purchaser's use of the Goods, nor shall the Company be liable to the Purchaser for any loss or damage suffered by the Purchaser as a result of claims, suits or other actions brought against the Purchaser by any third party for whatever reason.
33. The Purchase shall keep the Company harmless against all third parties' claims connected or otherwise related to the Purchaser's use or resale of the Goods, including any claim or action regarding personal injuries and property damage ("product liability").
34. It is agreed and understood that the stipulations in Clause 32 and Clause 33 are applicable also in the event that the Goods are incorporated to form a part of a product manufactured by the Purchaser, and also if the Goods in any other way are utilized by the Purchaser or any third party in connection with other products, technical systems, scientific research or for any other purpose whatsoever.

GROUND FOR EXEMPTION (FORCE MAJEURE) ETC.

35. The Company shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by circumstances beyond its control such as acts of God, delay in transportation, labor disputes, delay in customs procedure, accidents, government action, inability to obtain adequate deliveries from third parties. If the delay or failure has continued for a period of six months then either party may give notice in writing to the other terminating the contract.

MISCELLANEOUS

36. If any of these conditions or any part thereof is rendered void or unenforceable it shall be void and unenforceable to that extent and no further.
37. In matters, which are not covered by these General Conditions, the United Nations Convention on Contracts for the International Sale of Goods shall apply supplementary with regard to such matters.
38. The parties agree to submit to the jurisdiction of the Swedish courts. The Company shall however have the right, in its absolute discretion, to resort to the courts and executive authorities in the country of the Purchaser for the collection of outstanding claims regarding Goods delivered to the Purchaser and in other matters covered in these General Conditions.