

General Terms and Conditions of Business TTI GMBH (AGB) / Varimol for Corporates

Warning Notice

TTI GmbH / Varimol products are not sold to private individuals. They are intended exclusively for laboratory use and may not be used on people or animals, in the household or for any other private use. Resale of TTI GmbH / Varimol products to private individuals is not permitted. TTI GmbH / Varimol is not liable for damage to property or personal injury resulting from improper use, handling or storage.

1. General Provisions:

TTI GmbH shall perform exclusively pursuant to the General Terms and Conditions as presented hereinafter, unless otherwise provided for in a separate written agreement. Customer terms and conditions that supplement or are different hereto shall herewith be rejected.

2. Assignment of Orders

The issuance of a purchase order to TTI GmbH as well as any form of contract execution must be in writing. Additions or amendments of any kind to TTI GmbH bid or to an agreement currently in existence must be in writing. Promises and/or information given verbally or through electronic means (i.e. facsimile, telex, e-mail) shall be nonbinding and not enforceable.

3. Remuneration:

The price specified in the offer or in the agreement is a fixed price in as much as nothing else is agreed to in writing. If the price agreed on should not suffice in order to obtain an optimal result, then TTI GmbH will inform the customer thereof and proffer suggestions about the continued course of action.

Each contractually agreed upon payment must be paid into an account specified by TTI GmbH either within 14 days of the customer's receipt of TTI's invoice, or on the contractually agreed upon payment dates. Value added tax must be separately invoiced and paid, when applicable. TTI GmbH may only commence performance after prepayments have been paid into its account.

4. Work Product / Inventions:

The agreed upon provision in the offer or in the agreement shall be applicable. However, in cases where there is no provision therefore the following shall be applicable: the customer shall receive an irrevocable and non-exclusive right of use for the consequential results. The customer shall reimburse TTI GmbH an amount, which is to be agreed upon, for expenses relating to the registration, retention and defense of proprietary intellectual property rights, which have arisen during the course of contractual performance under the agreement. If the customer uses the proprietary intellectual property rights, then he/she/it shall be obligated to reimburse any employee inventor remuneration incurred.

5. Confidentiality / Publication:

TTI GmbH shall not disclose to third parties and shall keep confidential all technical and business information received from the customer by reason of this agreement. This obligation shall survive the duration of the agreement inasmuch and provided that such information is not otherwise generally known, or the customer has waived in writing the provision for non-disclosure and confidentiality.

Taking into consideration the legal obligations of TTI GmbH and its professors, TTI GmbH may publish the results of its work achieved within the context of this agreement in the usual scientific form upon prior agreement with the customer.

Upon agreement and coordination with TTI GmbH, the customer shall also be entitled to publish. However, an intended publication may be delayed for the time necessary to complete any dissertation, thesis work, or the registration of proprietary intellectual property rights. The obligations set forth in this provision shall be applicable for 2 years following the completion of the project.

6. Warranty and Liability:

The liability of TTI GmbH, its legal representatives, agents, employees and/or assigns for a breach of this agreement or tortuous behaviour shall be limited to cases of intent, gross negligence, or a breach of a material obligation, which forms the essence of the agreement. Liability for damages shall be limited to provable losses in the amount of the contractual consideration. Liability for consequential damages or losses shall be excluded. Liability for accessory obligation is excluded in the case of simple negligence. The limitations / exclusions of liability do not apply to claims for bodily injury, death or health.

The same applies to the liability according to data protection regulations, as far as this is legally permissible.

TTI GmbH warrants the application of reasonable scientific care and diligence in addition to compliance with recognized principles of technology, but does not guarantee the actual achievement of any research and development goals. TTI GmbH shall entrust the appropriate employees with the execution of the work as provided for pursuant to this agreement, who then shall be obligated to comply with the provisions of this agreement, inasmuch as such is legally permissible.

TTI GmbH shall have the right to cure any defects, which may arise. In the event that TTI GmbH is unable to cure, the customer may choose to either abate the consideration received under the agreement, or rescind the agreement in its entirety. Any and all other forms of remedy are hereby excluded.

The duration of any and all warranties or guarantees shall be limited to six months after the delivery of the research and development results. This shall also apply for any and all warranty and guarantee claims, which are not subject to statutory warranty or guarantee provisions.

7. Third Party Intellectual Property Rights:

The customer shall be immediately informed in the event it is discovered during the course of performance by an agent or employee of TTI GmbH that there are third party proprietary intellectual property rights in existence, which are relevant to the work being performed within the scope of this agreement. Neither TTI GmbH, nor its agents, employees or assigns are obligated to conduct an

investigation into the existence, validity or enforceability of such rights.

8. Agreement Termination:

This agreement can be prematurely terminated upon three months' notice if:

- it is ascertainable that the expected result cannot be achieved, or cannot be achieved without substantially exceeding budgeted costs or the scheduled time frame; or
- extraordinary circumstances occur, which would make the continuation of this agreement futile.

In the case of premature termination of agreement, the contractual parties shall come to an accord on how best to wind-up any outstanding contractual matters. The customer shall pay pursuant to section 3 hereof any accrued expenses incurred by TTI GmbH up until the date of termination.

9. Miscellaneous:

No extraneous agreements, nor amendments or additions to this agreement shall be legally binding and enforceable unless in writing.

The place of performance for purposes of this agreement shall be Stuttgart, Germany. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Federal Republic of Germany. If any suit or action is filed by any party based upon this agreement, venue shall be in the federal German courts having jurisdiction for the City of Stuttgart, Germany, inasmuch as such is legally permissible.

The English text is only a nonbinding service. Only the German text, which also is handed out, legally is substantial and obligatory therefore.