

General Conditions for Purchase Contracts

as at March 2013

InProcess Instruments, Gesellschaft für Prozessanalytik mbH – herein after referred to as InProcess Instruments – orders exclusively in accordance with the following terms and conditions

1. General Terms

All purchase contracts of InProcess Instruments shall be performed exclusively by these terms and conditions, unless the parties have agreed to the contrary prior to the contract in writing (letter, fax or mail).

2. Rules of Contract

The suppliers are obliged to accept and confirm InProcess Instruments's orders in writing (letter, fax or mail) immediately, at the latest within 5 working days after reception of the order. Otherwise InProcess Instruments is no longer bound by his order.

3. Delivery and Risk

Agreed dates and terms for the delivery of the ordered goods are binding. The place of receipt of the ordered goods is the legal domicile of InProcess Instruments. The receipt of the ordered goods by InProcess Instruments is decisive in respect of observation of the agreed delivery period.

The supplier must immediately inform InProcess Instruments in writing (letter, fax or mail), if circumstances arise, from which he can conduct, that the date of delivery cannot be observed. If a delay in delivery occurs, InProcess Instruments is entitled to withdraw from the contract and to claim compensation.

The supplier has to procure the transport and bear all costs of the transport. The risk shall pass to InProcess Instruments upon delivery of the ordered goods to InProcess Instruments.

4. Prices, Terms of Payment

The prices, listed in the order, are binding and include free delivery.

Payments shall be made, within 14 days from receipt of the goods and the invoice with 3% discount or within 30 days net.

5. Notice of Defects

InProcess Instruments's incoming goods control is restricted to a quick incoming goods control (type of goods, volume, obvious defects or damages to packing). Any defects that become discernible during this process are notified in a timely manner if the notice of defects is made within 5 working days after the receipt of the goods. Any defects that are not discernible during that incoming goods control process, can be notified within 5 working days after detection. The same rule applies to hidden defects.

6. Rights of Third Parties

The supplier vouches for the fact that third party rights, particularly trade mark or patent rights, are not violated. The supplier has to exempt InProcess Instruments from possible third party claims, in particular claims for damages.

7. Product Liability Insurance

The supplier is also obliged to exempt InProcess Instruments from third party claims for damages, based on product liability, if the delivered goods were defective. In such cases of damages, the supplier is obliged to reimburse InProcess Instruments for possible expenditures, resulting from a recall executed by InProcess Instruments. The supplier is obliged to conclude appropriate product liability insurances and to prove it on request of InProcess Instruments.

8. Place of Jurisdiction, Applicable Law

Exclusive place of jurisdiction shall be Bremen (Federal Republic of Germany), also for proceedings concerning bills of exchange, cheques or any other financial instruments. However, InProcess Instruments also has the right to start legal actions against the supplier at the competent court at the legal domicile of the supplier. The contract and any legal relationship between IPI and its suppliers are exclusively governed by the laws of the Federal Republic of Germany, in particular German Civil Code (BGB) and German Commercial Code (HGB).