

General Terms & Conditions of Sale
Eurofins Kalyx Pty Ltd / Eurofins Kalyx New Zealand Limited

1. Area of Application

1.1. All orders accepted by Eurofins Kalyx Pty Ltd / Eurofins Kalyx New Zealand Limited or any of their subsidiaries or affiliates (collectively "Eurofins") will be governed by these General Terms and Conditions (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with Eurofins is accepted by Eurofins. An order placed with Eurofins is considered as accepted by Eurofins when (a) Eurofins proceeds to fulfil that order, without need for any written confirmation from Eurofins or (b) Eurofins accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer, (other than the Chief Executive Officer of Eurofins), employee, agent or subcontractor of Eurofins has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon Eurofins, unless it is in writing and signed by the Chief Executive Officer of Eurofins.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail, e-mail or fax or other electronic message on the letterhead of the customer or by using a Eurofins approved project acceptance form or sample dispatch sheets or electronic order forms. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to Eurofins quoting the customer reference. Eurofins is not obligated to start any work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Chief Executive Officer of Eurofins, any terms and conditions of purchase proposed or

submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by Eurofins will be treated as a separate contract between Eurofins and the customer. A request for additional services will be treated as a new order or an order extension and may postpone estimated delivery or reporting date accordingly.

2.3 Eurofins may employ any sub-contractor for the purpose of fulfilling any agreement entered into by Eurofins. Where any such sub-contracting outside the Eurofins group is proposed, Eurofins will inform the customer in writing.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, Eurofins' prices are inclusive of all amounts including disbursements as are necessary to fulfil the order, but do not include variable or additional costs or disbursements listed in the quotation or arising during the study and following agreement with the customer, which will be invoiced and must be paid in full by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and goods and services tax) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by Eurofins in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result or study will not entitle a customer to defer payment. Any invoice which remains outstanding after the due date, may be additionally charged with an administrative fee of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the rate set down from time to time pursuant to section 2 of the *Penalty Interest Rates Act 1983* (Vic), whichever is lower.

3.4 In case of the cancellation of an order by the customer, the value of works that have already been performed and inevitable cancellation charges shall be paid by the customer. The minimum cost of the cancellation of an order shall amount to 10% of the value of the order if no test or study plan has been prepared; at least 25% if a plan has been prepared and the experimental phase is yet to commence, between 25 and 75%, regarding the progress and scope of the test plan (as determined by Eurofins in its absolute discretion), in case of cancellation during the experimental phase and a minimum of 75% in case of cancellation after the completion of the experimental phase.

3.5 The invoice settlement method is cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from Eurofins. The customer undertakes to provide bank account details.

3.6 Eurofins is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that allows the performance of the study or test technically and legally, and makes the service possible without difficulty.

4.2 The customer must ensure, and hereby warrants, that Eurofins is informed in advance if any sample or materials poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins premises, instruments, personnel or representatives. In case of default, the customer shall be responsible for, and indemnifies Eurofins against, all costs, damages, liabilities and injuries that may be caused to or incurred by Eurofins or its personnel or representatives if the information was not available or otherwise in relation to any breach of this clause by the customer.

5. Property Rights on Sample Material and Storage

5.1 All samples become the property of Eurofins to the extent necessary for the performance of the order. Unless the customer pays for storage, Eurofins shall have no obligation or liability for samples sent to Eurofins for storage. If the customer pays for storage, Eurofins will take commercially reasonable steps to store the

samples, according to professional practice.

5.2 Eurofins can dispose of or destroy samples after the analysis has been performed, unless Eurofins and the customer have agreed in writing on the terms of further Eurofins retention of the sample. Eurofins can dispose of or destroy the samples in case of outstanding payments or study finalisation 1 month after customer notice. Should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste) this will be charged to the customer. If the customer requests the return of unneeded sample material, Eurofins will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

Delivery dates and turnaround times are estimates and do not constitute a commitment by Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet its estimated deadlines.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by Eurofins to the customer will remain with Eurofins until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if Eurofins has accepted and begun to fulfil an order, Eurofins has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to Eurofins, whether for that or any other order.

7.2 Even after payment in full by the customer, Eurofins shall retain the right to store data files (as copies or originals) in order to fulfil legal requirements (e.g. Good Laboratory Practice (GLP) or Good Experimental Practice (GEP) archiving).

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins and the results may not always be 100% exact and/or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but Eurofins cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the result, report or other agreed product, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the

validity of any results, interpretations, assessments and conclusions supplied by Eurofins, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each report relates exclusively to the phase performed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the study plan but has carried out the phases commissioned in accordance with the design of the customer or a third party, Eurofins shall not bear any responsibility if the study performed prove to be insufficient or inappropriate.

8.3 The customer warrants and represents to Eurofins that all samples sent to Eurofins for analysis are safe and in a stable condition and undertakes to indemnify Eurofins for any losses, injuries, claims and costs which Eurofins, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform Eurofins in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.4 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and Eurofins. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold Eurofins harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) Eurofins (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all Eurofins partners and affiliates, the "Eurofins Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Eurofins Indemnifying Parties' willful misconduct in connection with the performance of an order and then, only if Eurofins has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising

under contract, contract, tort, negligence, strict liability, through indemnification or otherwise), the Eurofins Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to Eurofins' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the Eurofins Indemnifying Parties' willful misconduct in connection with the performance of the order and (ii) ten times the amount Eurofins actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

9.2 The Eurofins Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, and business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of Eurofins' acceptance of an order that the customer indemnifies the Eurofins Indemnifying Parties for any losses, injuries, claims and costs which the Eurofins Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the Eurofins Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

9.4 If delivery is not refused or/and the customer does not notify Eurofins of refusal of delivery or rejection of service, the customer shall not be entitled to reject the service and Eurofins shall have no liability for such defect or failure, and the customer shall be bound by the results of the service supplied by Eurofins. Where any valid claim in respect of the service which is based on any defect in the quality or condition of the service or any failure to meet specification is notified to Eurofins in accordance with these conditions, Eurofins shall be entitled to replace the service (or the part in question) free of charge or, at the Eurofins' sole discretion, refund to the customer the price of the service (or a proportionate part of the price), but Eurofins shall have no further liability to the customer to pay the price as if the service had been delivered in accordance with the contract. In case of multidisciplinary projects or services only the affected segment needs to be repeated or refunded.

