

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. General

1.1 A contract with the Terms and Conditions set out below comes into being when an order is placed with EUROFINS GENESCAN, INC. and when EUROFINS GENESCAN, INC. 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 EUROFINS GENESCAN, INC. by one of its agents, representatives, or similar is only valid if accompanied by a written signed confirmation from EUROFINS GENESCAN, INC. 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 EUROFINS GENESCAN, INC. department.

1.3 The information provided in the catalogs, leaflets, price lists and any other documents prepared by EUROFINS GENESCAN, INC. in no way commits EUROFINS GENESCAN, INC. and EUROFINS GENESCAN, INC. reserves the right to modify such information at any time.

1.4 The Customer's order will only be valid if sent by mail or fax on headed notepaper of the Customer or by using approved EUROFINS GENESCAN, INC. sample submittal sheets. Orders by telephone or email are only accepted on condition that they are confirmed by the Customer by mail or fax before dispatch of any goods or supply of any services by EUROFINS GENESCAN, INC. Notwithstanding the above, if the Customer sends samples to EUROFINS GENESCAN, INC. quoting the Customer reference, EUROFINS GENESCAN, INC. is entitled to treat this as the Customer placing an order and the Customer will be bound by these Terms and Conditions on acceptance of such an order by EUROFINS GENESCAN, INC.

1.5 If the Customer places any additional or subsequent orders with EUROFINS GENESCAN, INC., 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 EUROFINS GENESCAN, INC. and the Customer.

2. Prices, Delivery Dates, Turnaround Time

2.1 Prices quoted are exclusive of all taxes and may be revised at any time by EUROFINS GENESCAN, INC. Any taxes payable on the quoted prices will be charged in addition to the Customer.

2.2 Delivery dates and cycle times are provided to the Customer for information only and time is not of the essence. Without prejudice to this, EUROFINS GENESCAN, INC. will use its reasonable endeavors to meet delivery dates and turnaround times.

2.3 Analysis results are often dispatched to the Customer by email and it is the responsibility of the Customer to inform EUROFINS GENESCAN, INC. in writing before the results are dispatched if the Customer wishes to receive the results only by mail or in any other way.

3. Terms of Payment

3.1 Unless otherwise agreed by EUROFINS GENESCAN, INC. in its acceptance of any order, payment of all invoices is due strictly within 30 days of the invoice date.

3.2 Any invoice, which remains outstanding 30 days after the invoice date, will be liable to interest at a rate of 1.5% per month or per part of month on the amount outstanding. Delinquent accounts are liable for any and all costs associated with the collection of the amounts due.

3.3 Invoices are subject to a minimum of \$100.00.

3.4 Certificates and results will not be released to Customers whose accounts are over 30 days.

4. Transfer of Property

4.1 Title in any analysis results, equipment, software or similar supplied by EUROFINS GENESCAN, INC. to the Customer will remain with EUROFINS GENESCAN, INC. until all invoices in respect thereof have been paid by the Customer in full and until such time the Customer has no property rights to use the same and EUROFINS GENESCAN, INC. shall be entitled to demand the return of any such items until all such invoices have been paid in full.

4.2 In relation to analysis results, notwithstanding that the property in the same passes to the Customer on payment of the relevant invoices in full, EUROFINS GENESCAN, INC. retains the right to use such results in a confidential or anonymous manner which does not identify the Customer.

5. Warranties and Responsibilities

5.1 Analyses are carried out in the best conditions available to EUROFINS GENESCAN, INC. in accordance with technology developed by EUROFINS GENESCAN, INC. Interpretations are based upon analysis results and on information provided by the Customer. Interpretations, assessments and conclusions are prepared with a reasonable degree of care but the Customer acknowledges that in any event they can only be considered as being the signatory's opinion. EUROFINS GENESCAN, INC. 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 Customer must verify the validity of any interpretations, assessments and conclusions supplied by EUROFINS GENESCAN, INC. if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

5.2 EUROFINS GENESCAN, INC. will be responsible only for providing the means for carrying out the analysis. EUROFINS GENESCAN, INC. undertakes to use all reasonable steps in the analysis, having regard to its level of experience in the analytical techniques required, the price being paid by the Customer and the overall circumstances of the analysis.

5.3 Analysis results are prepared and supplied exclusively for the use of the Customer and must not be divulged to a third party without the prior written agreement of EUROFINS GENESCAN, INC. Analysis results are not to be publicly disclosed or exploited save with the prior written consent of EUROFINS GENESCAN, INC. Even if such consent is given by EUROFINS GENESCAN, INC., the Customer remains responsible for any consequences due to the divulgence of such results to a third party and hereby agrees to indemnify EUROFINS GENESCAN, INC. against any liability which EUROFINS GENESCAN, INC. may incur to such third party as a result of such divulgence. This Report of Analysis (ROA) will only be reproduced in full.

5.4 Each analytical report relates exclusively to the sample received by EUROFINS GENESCAN, INC. as specified in the written acceptance of order by EUROFINS GENESCAN, INC. EUROFINS GENESCAN, INC. accepts no responsibility for the way the sample was collected, stored or delivered to EUROFINS GENESCAN, INC. unless EUROFINS GENESCAN, INC. has specifically agreed in writing to undertake such tasks itself.

5.5 In relation to any equipment or software supplied by EUROFINS GENESCAN, INC. to the Customer, unless agreed otherwise in writing, all warranties or conditions as to such equipment or software are hereby expressly excluded by EUROFINS GENESCAN, INC. to the extent permitted by law provided that EUROFINS GENESCAN, INC. confirms that it passes good title in the same to the Customer (except in the case of third-party software where EUROFINS GENESCAN, INC. passes such title as it has itself or in the case of software specifically covered by a specific licensing agreement). The Customer must satisfy itself as to the suitability of any equipment or software that it orders from EUROFINS GENESCAN, INC.

5.6 Unless otherwise specifically agreed in writing by EUROFINS GENESCAN, INC., EUROFINS GENESCAN, INC. accepts no responsibility for any loss or damage that may occur to any sample in transit. The Customer will at all times 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 EUROFINS GENESCAN, INC. EUROFINS GENESCAN, INC. will use reasonable care in handling and storing samples but EUROFINS GENESCAN, INC. shall also not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

5.7 The Customer warrants and represents to EUROFINS GENESCAN, INC. that all samples sent to EUROFINS GENESCAN, INC. for the analysis are in a safe and stable condition and undertakes to indemnify EUROFINS GENESCAN, INC. for any losses, claims and costs EUROFINS GENESCAN, INC., its servants and agents 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.

5.8 The contractual relationship shall be strictly between the customer and EUROFINS GENESCAN, INC. There shall be no third party beneficiary or collateral warranty.

6. Limit of Liability

6.1 EUROFINS GENESCAN, INC. liability to the Customer is limited to the price agreed for the contract in question, save in respect of death or personal injury caused by the negligence of EUROFINS GENESCAN, INC., or its servants or agents.

6.2 EUROFINS GENESCAN, INC. shall not be liable for any consequential loss (such as loss of business, profits, goodwill or similar) incurred by the Customer or by any third party.

7. Repeated Analysis

Each repeated analysis required by the Customer on a sample already analyzed by EUROFINS GENESCAN, INC. will be deemed to be the subject of a separate contract between the Customer and EUROFINS GENESCAN, INC. unless the initial result is not confirmed by the second or subsequent analysis.

8. Sample Storage

Samples will be destroyed by EUROFINS GENESCAN, INC. 90 days after the analysis for which the sample sent to EUROFINS GENESCAN, INC. has been satisfactorily completed in the opinion of EUROFINS GENESCAN, INC., unless there is a written request from the Customer for such a sample to be retained, in which case the terms on which the sample will be retained must be agreed in writing between EUROFINS GENESCAN, INC. and the Customer.

9. Confidentiality

EUROFINS GENESCAN, INC. will use all reasonable efforts to keep analysis results in strict confidence, subject to its right to use such results as provided in clause 4.2. A standard confidentiality agreement can be provided by EUROFINS GENESCAN, INC., if requested and at the cost of the Customer.

10. Force Majeure

EUROFINS GENESCAN, INC. shall not be liable to the Customer 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, nonavailability of equipment or parts, etc.)

11. Miscellaneous

11.1 These Terms and Conditions may be amended by EUROFINS GENESCAN, INC. from time to time by sending amended Terms and Conditions to the Customer which shall apply to all orders placed after the Customer is deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date on which they are sent to the Customer in the mail). No other

amendments or variations shall be valid unless signed by an authorized signatory of EUROFINS GENESCAN, INC.

11.2 Should a court waive any part of these terms of sale all other parts would still apply.

11.3 Failure by EUROFINS GENESCAN, INC. or the Customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

12. 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 U.S. and the U.S. Courts shall have exclusive jurisdiction.

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