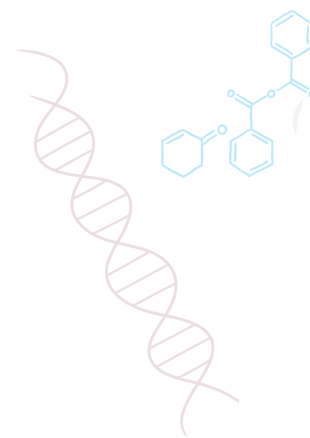


DOMINIQUE DUTSCHER DISTRIBUTION



GENERAL CONDITIONS OF SALE

1. Products

The products supplied by Dominique Dutscher Distribution are intended to be used by the laboratories for research, control and analysis. Unless expressly stated, these products are not medical devices, and are designed for an exclusive In-vitro usage.

2. Orders

Dominique Dutscher Distribution
2C, rue de Bruxelles
67170 Bernolsheim France
email : contact@ddd-distribution.com
Phone : +33 (0)3.88.59.53.87
Web : www.ddd.dutscher.com

To avoid errors in delivery, we thank you for writing your orders accurately : Reference, wording, dimensions, quantities, etc. Unless agreed otherwise through written confirmation, an order implies acceptance of these conditions.

Any other clause appearing on the customer's order form is null and void.

We reserve the right to refuse certain orders, even without justification.

3. Price

Unless otherwise agreed, our quotations are in principle valid for 3 months from the date of issue. In order to apply the offered conditions, please state your quotation number upon ordering (Offer number can be found under heading).

Depending on the evolution of the price of raw materials, currencies, suppliers list prices Dominique Dutscher Distribution may lead to modify the prices.

4. Packaging

The packaging of our goods is subject to the greatest care. The fact that the carrier accepts the management of our package proves that these offer all the guarantees of security and are thus placed under the full responsibility of the latter.

5. Shipment

Our goods travel at the risk and peril of the recipient. He therefore belongs to the recipient :

- to check at the time of receipt the condition and quantity of products, proceeding if necessary in the presence of the deliverer at the aperture of any package whose appearance would be doubtful,
- to formulate, in the event of damage or missing items, reservations the transport receipt, specifying the nature and importance damage (breakage noise, damaged package, wetting, package missing, etc.),
- to confirm these reservations by registered letter addressed to the deny carrier within 3 business days of delivery. Failure to comply with these formalities prevents any action against the carrier. Imprecise

or character reservations systematic, such as : "subject to unpacking", "subject to quantity and quality control reservations" affixed to the receipt of transport, are null and void and have no legal value.

6. Delivery time

Delivery times are given for information only and are not strict deadlines.

We decline all responsibility in the event of delay or restriction of delivery.

Under no circumstances may the customer cancel the order or claim damages or compensation of any kind.

7. Invoicing

Our invoices are established at the prices in effect on the date of order receipt.

The customer retains the option, at the time notification of new prices, discounts and conditions, to cancel all or part of an order that has not yet been delivered.

8. Terms of payment

Payment within 30 days, without discount, invoice date. In case of late payment, Dominique Dutscher Distribution may temporarily suspend the execution of current orders and charge a late payment fee of 5 %.

The delivered goods remain the property of Dominique Dutscher Distribution until full payment and related costs have been made. Interest will be charged at the usual rate of 1.5 % per month on sums due for late payment on the dates specified, without prejudice to the possibility of indebtedness. Case of new clients : when opening the account, during a first order, payment is requested in advance. Online purchases are payable in cash by credit card unless a formal contractual agreement on our part authorizes payment in accordance with our Terms and Conditions.

9. Return of goods

They are only accepted after written agreement. The return authorization request must be submitted to Dominique Dutscher Distribution.

If there is acceptance, the products will be returned within a week free of charge to Bernolsheim, in the state in which we supplied them and by the means of transport we will have recommended. If any damage is found, the restoration costs would be deducted from our assets. Products revealing defects will be, at our option, replaced, credited ties or repaired. No returns will be authorized for equipment of special manufacture or equipment not appearing in the list or in the current catalog.

10. Resales of products

The customer agrees to comply with all laws and regulations.

Regulations applicable with regard to the resale or export of our materials, including in particular economic sanctions, the export controls and trade embargoes.

The customer must not carry out any of the aforementioned activities, directly or indirectly with a company located or registered in a jurisdiction subject to the sanctions, nor with an individual or a organization on a sanctions list or acting on behalf of or on behalf of any person specifically named or on a sanctions list.

11. Responsibility

The warranty is limited exclusively to the repair or replacement of defective equipment under warranty. In order to benefit from this contractual provision, the buyer undertakes to justify his warranty claim in writing. It must give us every opportunity to observe and remedy the defects.

No repair may be carried out without our written consent. Any warranty is excluded for incidents due to fortuitous events or force majeure, as well as for replacements or repairs caused by normal wear and tear of the equipment from deterioration or accidents due to negligence, lack of supervision or maintenance and incorrect use of this material and not in accordance with our specifications and agreement.

12. Liability

Our liability is limited to the quality of our products. In case of insufficient quality of a product, only its value will be replaced. Dominique Dutscher Distribution declines all liability and/or consequences in case of the defective material. We decline all liability for any other damage caused, in particular, that is due to failure to follow the instructions for use or other improper use or incorrect application of a product. Every user or consumer of our products must be aware of the safety conditions concerning the use of the products before applying them. He assumes the responsibility for all risks related to improper use and is fully liable in the event of any damage that may be caused to a third party.

13. Attribution of jurisdiction

In the event of any dispute, it is expressly attributed to Strasbourg court. Any order automatically entails Buyer's adherence to the above terms notwithstanding any contrary stipulation of the general conditions of purchase of our clients.