

1. Application of the present General Terms and Conditions: In these General Terms and Conditions ("Terms and Conditions"), the "Customer" shall mean the person, company or other legal entity that orders the Products. The present Terms and Conditions relate to the order by the Customer of the products listed in the Collectis bioresearch' catalog (the "Product(s)"). If the purchase of Product is made on Collectis bioresearch's web site, the payment made by the Customer shall be deemed as an unconditional acceptance by the Customer of the present Terms and Conditions. In the other cases, the sending of the Purchase Order by the Customer to Collectis bioresearch shall be deemed as an unconditional acceptance by the Customer of the present Terms and Conditions. Any particular condition and/or any other general terms and conditions than the present Terms and Conditions shall not be valid without the prior written consent of Collectis bioresearch. These Terms and Conditions, the Quote, the Purchase Order (if applicable) and the User Manual constitute the entire understanding of the parties on the subject matter hereof and supersede all prior agreement, understanding or arrangements, whether written or oral. At any moment, Collectis bioresearch may modify the present Terms and Conditions. In such case, the applicable Terms and Conditions are the Terms and Conditions which are into force at the date of Customer's order. No waiver of any provisions of these Terms and Conditions shall be valid unless embodied in a written document executed by the party against whom the waiver is sought to be enforced. If one or more provision(s) of these Terms and Conditions are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining dispositions of these Terms and Conditions shall be unimpaired.

2. Ordering: All orders from Customer shall be accepted by Collectis bioresearch by sending an order acknowledgement by email, mail or fax to Customer. The Customer shall claim any modification or cancellation for his order, by written and before the shipment of Products by Collectis bioresearch.

3. Prices / Invoicing: The Products will be billed at the prices in effect at the date of customer's order. All prices are in Euros, shipping costs and VAT excluded. At receipt of the Purchase Order by Collectis bioresearch, Customer will receive the corresponding invoice by email, mail or fax. For the orders and deliveries made in France or in the case Customer does not give its VAT number, the VAT will be invoiced in addition to Products prices. For all other ordering and deliveries made outside the European Community, the VAT and/or all other taxes and duties shall be paid by Customer directly to its competent national tax authority.

4. Payment: Payment shall be made within 30 days from the receipt of invoice by the Customer. Payment shall be made by the Customer at its costs, and according to Collectis bioresearch instructions set forth in the Invoice. Lack of payment from the end of this period shall automatically and without notice, involve application of interests at a rate of three percent (3%) of the legal interest rate applicable at the due date. Customer shall pay all collection fees resulting from time and efforts used to collect any past due amounts and corresponding damages.

5. Delivery: At Collectis bioresearch' discretion, the Products are subject to change without prior notice. Such changes do not affect the Products already ordered or delivered. Collectis bioresearch will make its efforts for that delivery be made within 15 (fifteen) shipping days from the receipt of the payment by Collectis bioresearch. Shipping Days are the Monday, Tuesday and Wednesday, as days worked. Delivery time limit shall not be considered as a binding commitment. Products ordered delivery is made at the address mentioned by Customer in the Order Form. Products ordered are shipped by Collectis bioresearch, at costs, risks and responsibility of the Customer (incoterm 2000, FOB).

6. Inspection and Return: Upon receipt of the Products shipped hereunder, Customer shall inspect the Products and notify Collectis bioresearch of any claim of the non conformity between the Products ordered and the ones delivered. If the Customer fails to notify Collectis bioresearch within 48 (forty eight) hours of the receipt of Products, Customer shall be deemed to accept unconditionally the delivery of the Products. If any, Customer shall provide Collectis bioresearch with all proof of such a non-conformity. The non-conformity shall be accepted in written by Collectis bioresearch. It is understood that the non-conformity shall not be accepted by Collectis bioresearch if it is due to the shipping conditions (including without limitation the temperature conditions). If any, Collectis bioresearch warrants the reimbursement or replacement of the non-conform Product, as it was ordered. If any,

non-conform Product must be returned freight prepaid by the Customer.

7. Authorized Uses of the Products: The Customer acknowledges and agrees that the Product shall be used in strict compliance with the User Manual provided with the Products and available in Collectis bioresearch' web site. The Customer acknowledges that the Products shall be used by an expert of biology and in strict compliance with applicable laws and regulations. Products shall not be used for consumption by or use in connection with or administration or application to humans or animals. THE CUSTOMER SHALL USE THE PRODUCTS WITHIN THE FIELD MENTIONED IN THE CORRESPONDING USER MANUAL (THE "FIELD OF USE"). SUCH FIELD MAY BE EITHER FOR RESEARCH PURPOSES OR FOR RESEARCH AND DRUG DISCOVERY PURPOSES. THE RESEARCH IS UNDERSTOOD AS THE GENERATION OF KNOWLEDGE REGARDING NATURAL BIOLOGICAL MECHANISMS, EXCLUDING WITHOUT LIMITATION ANY ACTIVITIES OF DRUG DISCOVERY, DIAGNOSTIC AND INDUSTRIAL PRODUCTION, DRUG DEVELOPMENT AS WELL AS COMMERCIAL ACTIVITIES ON THE RESULTS OF THE RESEARCH. THE DRUG DISCOVERY IS UNDERSTOOD AS THE SCREENING, THE IDENTIFICATION AND SELECTION OF CHEMICAL AND BIOLOGICAL DRUG CANDIDATES, EXCLUDING WITHOUT LIMITATION THE DRUG DEVELOPMENT, THE DIAGNOSTIC AND INDUSTRIAL PRODUCTION, AS WELL AS COMMERCIAL ACTIVITIES ON THE RESULTS OF THE RESEARCH AND DRUG DISCOVERY. NO RIGHT TO RESELL THE PRODUCTS OR PART THEREOF IS GRANTED HEREUNDER.

8. Intellectual Property: ANY ACTIVITIES OUTSIDE THE FIELD OF USE MENTIONED IN THE CORRESPONDING USER MANUAL REQUIRE THE CUSTOMER TO OBTAIN LICENSE FROM COLLECTIS BIORESEARCH UNDER ITS PATENTS AND/OR COLLECTIS' PATENTS. FURTHERMORE, CERTAIN PRODUCTS AND/OR THEIR USES ARE COVERED BY THIRD PARTY'S PATENTS LICENSED TO COLLECTIS BIORESEARCH TO SELL FOR LIMITED FIELD OF USE. FOR MORE INFORMATION, PLEASE, REFER TO THE CORRESPONDING USER MANUAL.

9. No Warranty: COLLECTIS BIORESEARCH SHALL NOT PROVIDE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ON THE PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THESE TERMS AND CONDITIONS SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY COLLECTIS BIORESEARCH THAT THE USE OF THE PRODUCTS PROVIDED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL COLLECTIS BIORESEARCH BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER COLLECTIS BIORESEARCH SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. Collectis bioresearch shall retain all right, title and interest and to the Products, including without limitation all right, title and interest in any patent applications and other intellectual property rights relating to the Products. Unless otherwise expressly provided in writing by Collectis bioresearch, no right or interest on to the Products is granted or implied under these Terms and Conditions.

10. Use of personal data: Any customer's personal data collected within the framework of this sale is subject of a processing. This processing is used for administration of contracts, orders, invoices, for the selection of prospective partners and/or for commercial prospecting. In conformance with the French law "Loi n°78-17 du 6 janvier 1978 relative à l'informatique aux fichiers et aux libertés", the Customer have the right of access, the right of opposition and the right of modification of his personal data. To use these rights, the Customer shall contact at the following address: Collectis – 102 avenue Gaston Roussel – 93235 Romainville cedex - France.

11. Disputes: The Terms and Conditions are governed by the laws of France without giving effect to the principles of conflicts of laws. Any dispute arising between Collectis bioresearch and the Customer in connection with construing and performance or non performance of the present Terms and Conditions shall be referred, failing agreement between the Parties, to the competent court of Paris, even in case of impleader or joinder defendants.