

STANDARD TERMS OF PURCHASE OF EPIGENOMICS AG

§ 1 Application, Offers, Written Form

1. Our standard terms of purchase have exclusive application. Contrary or deviating terms of the supplier are not recognized by us, unless we expressly confirm their application in writing. Our terms of purchase also apply if we accept the delivery without reservation in the knowledge of contrary or deviating terms of the supplier.
2. Our terms of purchase also apply for all future transactions with the supplier.
3. If for certain orders special terms are agreed on or attached to the order, these standard terms of purchase shall have subordinate and supplementary application.
4. The supplier shall accept our order within a period of two weeks.
5. All agreements which are made between us and the supplier for the performance of this Agreement shall be set forth in this Agreement in writing.

§ 2 Prices, Terms of Payment

1. The price stated in the order is binding. In the absence of a written agreement to the contrary, the price includes free delivery, including packaging. We have the right but not the obligation to return the packaging. In the event of return the supplier has the duty to dispose of the packaging.
2. If no agreement is made to the contrary, statutory VAT is included in the price. This shall be stated separately in the invoice.
3. We can only process invoices if they state the order number contained in the order. The supplier is liable for all consequences arising from non-compliance with this obligation as far as he does not prove that he is not responsible for them.
4. To the extent not agreed otherwise in writing, we shall pay the purchase price within 10 days counting from the delivery and receipt of the invoice with 3 % discount or the net invoice amount within 30 days after receipt of the invoice.
5. We are entitled to a right of set off and a right of retention within the scope permitted by law.

§ 3 Period of Delivery, Force Majeure

1. The delivery time stated in the order is binding.
2. The supplier has the obligation to inform us in writing without delay if circumstances arise or become apparent to him indicating that the agreed delivery time cannot be complied with.
3. In the event of delay in delivery, we are entitled to the claims available by law. In particular we have the right to claim damages after expiry of a reasonable grace period to no avail. In case that

Epigenomics AG claims damages, the supplier shall be entitled to prove that he is not responsible for such delay.

4. In the event of delivery earlier than agreed, we reserve the right to return the delivery at the expense of the supplier, unless the supplier informed us about such early delivery without undue delay. If in the event of an unannounced early delivery no return is made, we shall store the products until the delivery date at the cost and risk of the supplier.
5. Our acceptance of partial deliveries is subject to express prior agreement. Where partial shipments are made the remaining outstanding quantity shall be indicated.
6. If due to force majeure (e.g. natural catastrophes, fire, lightening, war, riots, etc.) we are not in a position to accept the delivery item for an extended period of time, we shall have the right to cancel the contract, provided that we inform the supplier immediately about such circumstances and return the respective products if required.

§ 4 Transfer of Risk, Documents

1. As far as not otherwise agreed in writing, the delivery shall be made to the receiving location indicated in our order (DDP Incoterms 2000). A delivery note shall be attached to all deliveries. Upon shipment of the goods we shall be provided with a notice of shipment.
2. The supplier agrees to state our order number on all shipping documents and delivery notes. If he fails to do so, we shall not be responsible for delays in processing.

§ 5 Examination of Defects, Warranty

1. The acceptance of the ordered goods is made subject to the reservation of later examination as to completeness, accuracy and lack of defects. The provisions of §§ 377 German Commercial Code are excluded as far as no clearly apparent defect exists. Any quality control agreement concluded between us and the supplier shall have priority. If defects arise in a partial shipment, which justify the assumption that further deliveries are also defective, we can reject the acceptance of further deliveries.
2. We are entitled to the claims due to defects permitted by law without restriction. Furthermore we have the right to request from the supplier supplementary performance through the removal of the defect or replacement delivery at our option; § 439 (3) sentence 1 German Civil Code shall remain unaffected. If the supplier is in default with the supplementary performance or due to the urgency of the situation a notice to the supplier regarding the defect and the potential damages and the determination of a curing period for the supplier is no longer possible, we have the right to make supplementary performance ourselves at the expense of the supplier whereby the restrictions of § 439 (3) German Civil Code shall apply accordingly. In the event of the supplementary performance the supplier shall bear all expenses necessary for the removal of the defect or the replacement delivery. The right to claim damages is expressly reserved.

3. The warranty period is 24 months, and starts to run from acceptance of the delivery, as far as a longer warranty period is not provided by law, in other regulations or in agreements. The running of the limitation period for the warranty is suspended through a written notice of a claim of defects.

§ 6 Product Liability

If due to breach of public authority's safety regulations or on the basis of domestic or foreign product liability regulations claims are made against us due to defectiveness of our product which is based on a product of the supplier, we shall be entitled to indemnification of this claims from the supplier to the extent the cause falls within the suppliers sphere of influence and control and he is externally liable for such cause.

§7 Confidentiality, Guarantee of the Supplier

1. If not required otherwise by mandatory law, the supplier agrees to keep strictly confidential all documents and information from or about us or our customers of which he obtains knowledge in connection with the order and not to make them available to third parties without our express written consent. Access thereto shall be restricted to the employees engaged with the filling of the order who are subject to comparable duties of confidentiality. This obligation also applies after completion of this Agreement. It expires if and to the extent the information and documents become known generally or to the supplier without a legal violation. The above obligation applies in particular for business and trade secrets.
2. The supplier acknowledges that the products delivered by him to Epigenomics AG could be used as components of Epigenomics AG's in vitro diagnostic products for the detection of certain kinds of cancer, which will be distributed worldwide. The supplier guarantees that the products are fit for such intended purpose.
3. The supplier shall be responsible for ensuring that in connection with his delivery the rights of third parties worldwide, including, but not limited to, property rights of third parties within the European Union or in the USA, are not breached. If a third party makes claims against us on that basis, the supplier agrees to indemnify us against such claims upon first written request, provided the supplier has negligently, gross negligently or wilfully caused such breach. We agree to provide the supplier sufficient opportunity to fulfil its duty of indemnification. The duty of indemnification of the supplier also includes expenses arising out of or in connection with a claim by a third party. Additional claims shall remain unaffected. We are not entitled to enter into any agreements with such third party without the prior consent of the supplier, in particular we are not entitled to conclude any settlement agreements.

§ 8 General Provisions

1. The supplier may only assign claims against us to third parties with our written consent.
2. The business relationship shall be governed by German law. The UN Sale of Goods Law is excluded.
3. Place of jurisdiction for all disputes arising from and in connection with the business relationship is Berlin. We however have the option of choosing another place of jurisdiction, in particular the registered office of the supplier.
4. As far as the order does not indicate otherwise, the location of our business office is the place of performance.
5. If a provision in this Agreement should be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision by a valid provision which comes as close as possible to the sense and purpose of the invalid provision. The above applies accordingly in case of gaps.