

General Terms and Conditions of Sale

Article 1 General

1.1 These General Terms And Conditions of Sale ("Terms") will govern all orders placed with AB Sciex Pte Ltd ("AB") whereby a customer as identified on the face page of AB's, or AB's duly authorised representative's quotation ("Customer") obtains products ("Products"), whether unmodified or customised and/or associated services ("Services") from AB.

1.2 A quotation by AB to Customer will not constitute an offer but merely an invitation for Customer to submit an offer to AB.

1.3 A Contract ("Contract") will be formed at AB's sole discretion when AB accepts in writing Customer's order subject to these Terms.

1.4 These Terms will govern a Contract to the exclusion of all other terms and conditions, unless AB agrees otherwise in writing.

1.5 AB may change Products and Services specifications for safety or other statutory requirements without notice.

Article 2 Payment

2.1 Payment for Products or Services, without set-off or counterclaim, will be made directly to AB: (i) in U.S. Dollars in cash with Customer's order, (ii) on the basis of an irrevocable and confirmed Letter of Credit, (iii) Cash Against Documents in a form and on a bank satisfactory to AB (iv) or by other banking means acceptable to AB at AB's designated address and within the time specified on AB's invoice. In case Customer has amounts on past due date, AB has the right to refuse new orders or may hold back deliveries or provision of Services.

2.2 Where a Customer's credit standing changes prior to delivery of Products or performance of Services, AB may at its own discretion demand prior full or partial payment and/or the appropriate security for payment from Customer, in a form acceptable to AB.

2.3 For payments past due the time specified on AB's invoice, AB may, without requirement of further notice or additional deadline, charge Customer interest at the maximum rate permitted by law. Customer will indemnify AB against any reasonable costs incurred by AB or its agent in recovering outstanding amounts.

Article 3 Insolvency and Breach

3.1 Without prejudice to any other rights and remedies available to the innocent party, either party may (a) treat any Contract as repudiated and/or suspend its performance without liability to the erring party, (b) claim damages from the erring party, and (c) accelerate or terminate (as applicable) payment of any outstanding sums, if the erring party (i) makes any voluntary arrangement with its creditors or is subject to an administrative order, goes bankrupt or into liquidation, or receives a petition for its compulsory winding up; (ii) ceases, or threatens to cease, to carry on business; (iii) commits a material breach of its obligations under a Contract and does not remedy such breach within twenty-eight (28) days' written notice or (iv) a receiver or administrative receiver is appointed over any of a party's assets.

Article 4 Intellectual Property Rights

4.1 Customer acknowledges that all intellectual property rights comprised in Products and/or Services (including without limitation, any patent, design, copyright, trade mark, business name, application to register any aforementioned right, technical data, trade secret, unpatented know-how, and any other intellectual property right of any nature whatsoever in any part of the world - "IPR") are the property of AB Sciex Pte Ltd ("ABS Pte Ltd"). Customer is authorised to use the same only in connection with the use of Products pursuant to a Contract and Customer agrees that it will not infringe such IPR or acquire or obtain any right, title or interest therein.

4.2 If, pursuant to any Contract, any IPR in or relating to Products or Services are developed, improved, or modified by AB, by Customer, or by both, such rights

will immediately, upon creation, vest in and be owned exclusively by ABS Pte Ltd. Customer hereby assigns any and all its interests in such IPR to ABS Pte Ltd and will comply with all reasonable requirements to enable ABS Pte Ltd to establish its rights under this Article 4.2. Customer acknowledges and agrees that ABS Pte Ltd is a third party beneficiary of all Contracts with respect to IPR.

4.3 With respect to Products under this Contract which are unmodified software, Customer receives a license to use such software according to the strictly interpreted scope of use described in the documentation accompanying the software, which description of use Customer acknowledges having approved prior to receipt of the software.

Article 5 Confidentiality

5.1 Customer will keep confidential all information received from AB and will not disclose such information to third parties without express written permission from AB. Customer will not use such information for any purposes other than those contemplated under the Contract, unless such information is or becomes public knowledge (other than by breach of this Article), is lawfully received by Customer from a third party having a right to disclose such information, or disclosure is required by a court of competent jurisdiction.

Article 6 Force Majeure

6.1 AB will not be liable to Customer for any loss or damage which Customer may suffer as a direct or indirect result of the supply of Products or the performance of Services that is prevented, hindered, delayed or rendered uneconomic by events of force majeure ("event of force majeure").

6.2 Any obligations of AB under any Contract will be suspended for the period of the event of force majeure. If the event of force majeure extends beyond 60 (sixty) days, either party may terminate the Contract on immediate notice without any liability to the other, except that Customer will remain liable for payment to AB for any Products delivered or Services performed prior to termination.

Article 7 Prices and Delivery

7.1 Unless otherwise agreed in writing by AB, delivery and the price of Products will be Carriage and Insurance Paid To (Incoterms 2000) ("CIP") to Customer's delivery address stated on AB's order acknowledgement. All prices quoted are exclusive of sales taxes and all other applicable taxes and duties, which will be payable by Customer.

7.2 Any delivery or performance dates quoted by AB are approximate only. Unless expressly stated otherwise, AB will not be liable for any delay in delivery of Products or performance of Services.

7.3 If Customer fails to take delivery of Products (other than due to AB's fault), in addition to the other rights and remedies available to AB, AB may (i) store Products and charge Customer for the costs of storage, or (ii) upon reasonable notice to Customer, sell Products at the best price readily available and charge Customer for any shortfall below the Contract price, plus storage and selling costs.

7.4 AB will secure all export licenses and permits required under the law applicable in the jurisdiction from which Products are shipped in order to deliver Products to Customer. Customer is solely responsible for the payment of all duties applicable to the import of Products, procuring any applicable official authorisations and/or licenses, and the performance of all necessary customs formalities in the country of destination.

Article 8 Retention of Title and Risk

8.1 Notwithstanding delivery to the first carrier and the passing of risk in any Products, title in them will not pass to Customer and will remain in AB until AB has received full payment for the price of such Products. Customer acknowledges the right of AB to

enter the retention of title in the public register at Customer's domicile.

8.2 Until payment in full, Customer will handle Products so as to enable them to be identified as the property of AB and, following delivery, will at its own expense insure them against all customary risks. Customer acknowledges the right of AB to demand a security interest in and to all Products held by Customer until such Products are fully paid.

8.3 In the event of any failure on the part of Customer to pay AB, AB reserves the immediate right of repossession of any Products. If Products delivered by AB have already been installed in or integrated into Customer's products, Customer will, at AB's request, disassemble the installed or integrated Products for return to AB. Customer will bear all costs incurred by AB in connection with recovery.

Article 9 Inspection and Acceptance

9.1 On delivery of Products and on completion of performance of Services, Customer will inspect Products for defects and the Services for deficiencies.

9.2 Customer will report, in writing, any defects or deficiencies to AB within 5 (five) days of delivery, performance or completion (as the case may be) of each instalment of Products or Services, failing which, Customer is deemed to have accepted Products and/or Services.

Article 10 Warranties

10.1 Subject to the limitations on its liability set out herein, and unless otherwise agreed in writing, AB warrants that Products (excluding software; non-durable products having a life-span of less than 12 (twelve) months including, without limitation, single use consumable items, reagent kits and other sundry goods, as defined by AB in its discretion, (collectively hereinafter "Consumables"); and spare parts) will perform according to the published specifications applicable to each Product when delivered for a period of 12 (twelve) months following the date of acceptance or of installation (if applicable), but in no event for more than 15 (fifteen) months from delivery. AB warrants that Consumables will be free from defects in materials and workmanship upon delivery to Customer. Customer will make any claim in respect of a breach of this Consumables warranty within thirty (30) days of acceptance of Consumables. AB warrants that AB software will function substantially as described in the documentation accompanying such, which Customer acknowledges having inspected prior to receipt of the software.

10.2 AB will be under no liability under the warranties set out in this Article 10 in respect of any non-compliance of Products: (a) caused by external sources, such as short circuits, incorrect voltages, unfavourable working environment, as well as circumstances attributable to Customer; (b) arising from normal wear and tear or abnormal usage; (c) if Products are sold to Customer as used Products; (d) arising from parts which come into direct contact with chemicals that have been used improperly by the Customer; (e) arising from parts which are expressly excluded from the warranty in the manual, or protocol accompanying Products; (f) arising from any repairs, modification or alteration to Products by or at the request of Customer or a third party, or the removal or alteration of any trade marks or specifications, without written permission from AB; (g) arising from the use or maintenance by Customer of Products in an inappropriate or improper manner, including without limitation failure to follow instructions or operating guidelines; (h) if Customer fails to give notice of any claim in respect of any Products which is based on a breach of the warranty above within 7 (seven) days of discovery of the breach; (i) for Products which must be installed by AB, where such Products have not been installed by an AB service engineer, unless AB

has indicated in writing that Customer is authorized to install Products itself; (j) the deinstallation, reinstallation, or transportation of Products by Customer or a third party to any location other than the original location, without written permission from AB; (k) any goods including, without limitation, software attached, loaded or otherwise connected in any manner with Products, without the prior written permission from AB, such permission not to be unreasonably withheld and (l) any combination of (a) through (k).

10.3 Where a valid and timely claim in respect of breach of Product warranty is submitted to AB, AB may, in its discretion replace, repair, or modify Products free of charge, or refund the entire price or applicable portion thereof for such Products, but will have no further liability to Customer.

10.4 Any return of Products to AB in connection with a warranty claim can only be done upon AB's prior written permission and instructions, with shipping costs to be paid by Customer. Such returned Products will at all times remain for the account and risk of Customer.

10.5 Save as aforesaid, all conditions, warranties and representations, express or implied, whether by statute, common law or otherwise in relation to the Products and Services (except terms implied as to title) are hereby expressly excluded.

10.6 Without prejudice to Article 14.5, all warranties under this Article 10 run solely to the Customer, are strictly non-transferable, and any attempt at transfer will automatically void the warranty.

Article 11 Liability

11.1 Nothing in these Terms will exclude or limit AB's liability for death or personal injury caused by its negligence to the extent that the same may not be excluded or limited by law.

11.2 Without prejudice to Article 11.1, AB will be under no liability by reason of any representation, warranty, condition or other term, express or implied, by statute or otherwise, or under the express or implied terms of a Contract, for any direct or indirect loss of: (i) profit, (ii) data, (iii) income, (iv) business, (v) revenue, (vi) goodwill, or any indirect loss, howsoever arising and whether or not caused by the negligence of AB, its employees or agents, to the maximum extent permitted by law.

11.3 Subject to Article 11.1, AB's maximum aggregate liability arising out of or in connection with a Contract in tort, contract or otherwise will at all times be limited to the amount invoiced under such Contract.

Article 12 Charges for Installation Work

12.1 Unless otherwise in writing by AB, Products prices include installation costs, where applicable. Customer will pay AB an additional reasonable amount for installation work performed beyond the normal course, including reasonable fees for services, reimbursement for travel and accommodation, costs of third parties employed for the installation, and other out-of-pocket expenses.

Article 13 Customer Obligations

13.1 Customer will, at its cost, provide AB, in a comprehensible and usable form, all data and information known or reasonably available to Customer that is necessary for AB to perform any Contract.

13.2 Customer is responsible for the use and correct application of Products and the Services and for the security of the data provided to AB.

13.3 Customer will indemnify and keep indemnified AB and its affiliated companies against all actions, losses, claims, damages, costs or expenses incurred or suffered by AB in connection with any claim by a third party that Customer's use of Products and/or Services infringes the intellectual property rights of any kind whatsoever, including without limitation patent, copyright, or trade secret rights, of such third

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party, except to the extent of any proportional fault of AB's Products or Services.

13.4 Customer understands and agrees that, where applicable, for Products subject to use restrictions of whatever kind, Customer's use of each such Products is and will be regulated as to fields and types by the terms stated on the label license, manual, product insert, protocol or any other documentation ("Documentation") that accompanies each such Products and available to Customer for inspection prior to conclusion of a Contract. Compliance with such Documentation will be accepted by Customer as a precondition to use of each Products.

13.5 Customer acknowledges and recognizes that Products and other materials made available to it hereunder may be subject to the export administration regulations of the US Department of Commerce and other governmental regulations ("Regulations") related to the export of technical data, equipment and products produced therefrom and that the obligations of AB under this Contract are subject to such regulations. Neither party will be liable to the other if its performance hereunder is prohibited at any time by such Regulations. Customer hereby agrees to comply, at its own expense, with all such Regulations which apply to Customer including any future modifications thereof, in connection with the distribution or resale of Products and related materials, including without limitation record-keeping, inspection and re-export requirements contained therein.

Article 14 Miscellaneous

14.1 In relation to any Contract, these Terms will constitute the entire agreement between AB and Customer and supersede any previous agreement or arrangement between them relating to the subject matter of the Contract. No representation, undertaking or promise will be attributed to or implied by AB except as expressly stated in these Terms.

14.2 No modification of, or addition to, the Terms will be valid unless accepted in writing by AB.

14.3 Failure by AB to exercise or enforce any rights hereunder will not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14.4 If any provision or part of a provision of these Terms will be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions or parts of such provisions of these Terms, all of which will remain in full force and effect.

14.5 Customer may not assign, novate, transfer or sub-contract all or any of its rights or obligations under any Contract without the prior written consent of AB. AB may assign, novate, transfer or sub-contract a Contract or any of its rights or obligations thereunder.

14.6 No person other than a party to the Contract or person to whom the Contract has been assigned, transferred or sub-contracted per Article 14.5, or AB Inc. with respect to IPR, will be entitled to enforce any term of the Contract.

14.7 Nothing in a Contract and no action taken by the parties pursuant to a Contract will constitute an agency, partnership or joint venture of any kind between the parties.

Article 15 Applicable Law and Jurisdiction

15.1 All Contracts and these Terms will be governed by and construed in accordance with Californian law (with the exclusion of the UN Convention on the International Sale of Goods) and Customer hereby agrees that the court of San Mateo or alternative dispute resolution facility located therein will have exclusive jurisdiction over any Contract and these Terms, including their validity, binding effect and enforceability.

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