

AB Sciex Switzerland GmbH

General Sales and Delivery Terms and Conditions

1. General

1.1 These sales and delivery conditions apply to all agreements between AB Sciex Switzerland GmbH (the "Company") and a client, whereby said client purchases products or services of the Company and/or agrees to have products produced according to agreed upon specifications.

1.2 Contrary terms and conditions of the ordering party/client shall only apply if the Company has expressly accepted them in writing.

1.3 Offers are binding when they are declared to be applicable in the offer or in the contract/contract confirmation.

1.4 Inasmuch as nothing to the contrary is expressly agreed upon, offers of the Company to a client can be withdrawn at any time by the Company up until the date of acceptance of the offer.

1.5 A contract can only be modified by mutual written agreement.

1.6 The Company reserves the right to undertake standard commercial modifications to the specifications, inasmuch as the same are required for the satisfaction of safety regulations or other legal prescriptions and/or do not significantly affect the quality or the performance of the products or the quality of the services.

2. Prices

2.1 Inasmuch as not otherwise agreed upon in writing, all prices are quoted net of value added tax and other taxes and duties; the prices of the products plus the indicated freight and packaging fees include the delivery according to Incoterms 2010 CIP as well as the standard installation.

2.2 The Company reserves the right to modify the prices for products and services once 4 (four) months have passed since conclusion of the contract, so as to account for cost increases that are beyond the influence of the Company, in particular increases of raw materials, wages and other manufacturing costs (including such costs that come to be, due to modification of the law). Such increases do not entitle one to withdraw from the respective contract.

2.3 In addition to the prices named in Article 2.1 above, inasmuch as not otherwise agreed upon in writing, the Company is entitled to invoice the client for additional installation works, insofar as the same vary significantly from those foreseen in the agreed upon rates and have come to be, due to client requests or on the basis of unforeseeable conditions. In particular, this includes: (i) the costs of exceptional acts requested by the client and (ii) the reasonable incidental expenses relating to these acts, in particular travel and lodging costs as well as third-party costs, which are incurred in rendering the work.

3. Payment

3.1 Inasmuch as not otherwise agreed upon in writing, all payments for the amounts indicated in the invoices, without discounts, off-sets or counterclaims are due at 30 (thirty) days of invoice date, apart from the case in which the counterclaim is not contested or has been ascertained in a legally binding manner. The payment is to be made in the currency and to the account that is indicated in the respective invoice.

3.2 In the event in which there is doubt as regards the creditworthiness of the client prior to the delivery of the products or the provision of service, the Company is entitled to require partial payments or the provision of a reasonable surety, that is acceptable to the Company, prior to delivery of the products or provisions of the service.

3.3 Inasmuch as the client does not carry out the payments within the agreed upon deadlines, the Company shall, regardless of other rights, be entitled to charge default interest at the applicable statutory rate. The client is liable to the Company for reimbursement of reasonable costs incurred for the collection of the outstanding amounts.

3.4 Objections made by the client do not release it from its obligations to pay for and accept the products and services, apart from in the case in which the objection is patently well-founded.

4. Delivery and Transfer of Risk

4.1 Inasmuch as not otherwise agreed upon in writing, the delivery will take place according to Incoterms 2010 CIP (carriage and insurance paid) to the address indicated in the order or to the contractually agreed upon address of the client.

4.2 The risk of loss or damage to the products is therefore transferred to the client in accordance with the regulation of Incoterms 2010 CIP.

4.3 Inasmuch as not otherwise agreed upon in writing, all delivery and service deadlines of the Company are not binding.

4.4 In well-founded cases, the Company can undertake partial deliveries.

4.5 In the event in which the delivery of the products or the provision of the services are delayed, the client is solely entitled to withdraw when the Company is responsible for the delay and a reasonable grace period for the delivery set forth by the clients has elapsed without satisfaction.

4.6 In the case in which the client has not accepted the products (without the Company being responsible for the same), the Company, without prejudice to their other rights, is entitled to warehouse the products and charge the client for reasonable storage fees.

5. Obligations of the Client

5.1 The client is obliged to make all data and information that is known to them, available to the Company in an understandable and usable manner, at their own cost, which are required to the carrying out of the contract.

5.2 The client is obliged to prepare the site where the installation works are to be carried out in a timely manner before the installation date, according to the instructions of the Company, and, provide for all equipment and supplies, i.e. water, gas, electricity, heating and lighting required during the execution of the works by the Company and its agents.

6. Intellectual and Industrial Property Rights

6.1 The client recognizes the intellectual and industrial property rights, inclusive of copyrights, of the products, services as well as related improvements, further developments and derivations of the Company. The client is solely entitled to make use of these property rights in the manner that is contractually agreed upon between the parties. They are obliged to refrain from violations of industrial property rights.

6.2 Inasmuch as intellectual or industrial property rights of the Company are developed with the client in the framework of a contract, or by both jointly, then these rights will belong exclusively to the Company. The client commits hereby to transfer all resulting intellectual and industrial property rights to the Company and to comply with all reasonable demands of the Company so as to put the Company in the position to be able to protect these rights.

6.3 In the event in which the use of products is governed by a licensing agreement, the client agrees that compliance with the provisions of the license agreement are a prerequisite for the use of the products.

7. Retention of Title

7.1 Goods that have been delivered remain the property of the Company until complete payment of the amount invoiced. The Company is entitled to undertake an entry in the corresponding retention of title register according to Art. 715 of the Swiss Civil Code.

8. Confidentiality

8.1 The client assures confidentiality for all information and know-how that they have received from the Company. It is not permitted, without express written permission, to reveal this information or know-how to third parties or to make use of this information or know-how for purposes other than those contractually agreed upon, or, for those for which this information has been made available to the client, unless

(i) the information is known to the general public (without there having been any contractual violation), (ii) the client has received the information from third parties who were legally entitled to reveal it, or (iii) the same was required to be revealed on the basis of legal provisions.

9. Force Majeure

9.1 Events that are unforeseeable, unavoidable and beyond the sphere of influence of the Company and that the Company cannot control, such as force majeure or war, release the Company of the contractual obligations for the duration of the events.

9.2 In the event in which the disturbance lasts longer than 60 (sixty) days, then each party is entitled to withdraw from the contract.

10. Warranty (also see delivery conditions for equipment)

10.1 Insofar as a longer period of warranty has not been established in writing, the warranty for products is for a period of 12 (twelve) months from delivery and, for installation work, 12 (twelve) months from acceptance.

10.2 The rights of the client due to responsibility for defects foresee that the client allows for the delivered products to be examined without delay and in their entirety. The client is required to notify the Company of the defect or discrepancy in writing without delay and in full detail, no later than 2 (two) weeks after delivery. Hidden defects must immediately be notified in writing to the Company upon their discovery.

10.3 The Company does not warrant against damages which occur following inappropriate or improper application, faulty assembly, faulty commissioning, incorrect handling or incorrect installation by the client or brought about by natural wear and tear, inasmuch as the Company is not responsible for the damage.

10.4 The Company is entitled to remedy the defects that are covered by warranty, at their option, through subsequent improvement or replacement delivery of the part or of the whole delivery item. Should the corrective measures brought by subsequent improvement or replacement delivery ultimately fail, or should the Company not be in a position to carry out the same within a reasonable period of time, the client is then entitled to request a reasonable reduction of the purchase price or to withdraw from the contract.

10.5 Rights stemming from a warranty against defects belong exclusively to the client and cannot be transferred.

10.6 The Company offers its clients a warranty that goes beyond the legal warranty rights according to the conditions that can be consulted at the following link: http://www.absciex.com/documents/company/limited_product_warranty_7_12_12.pdf. More onerous requirements in the warranty conditions do not have any impact on the warranty rights that are legally afforded to the client.

11. Liability

11.1 Subject to the provision included under Article 11.2, the liability of the Company for compensation for defects is as follows: the liability of the Company is limited to the amount that has been paid by the client for the product or products. Liability for foregone profits, downtime as well as untypical or unforeseeable damages is excluded.

11.2 The aforementioned liability limitations do not apply:

(i) in the case of damages that were brought about by gross negligence or willfully by the Company,
(ii) in the case of damage to life, limb or health of a person caused by slight negligence,
(iii) in the case of negligent violation of contractual duties, the fulfillment of which is required to even allow for the proper performance of the contract, and upon which a client would normally be able to trust (essential contractual obligations),
(iv) in the case of responsibility according to the product liability law.

11.3 The provisions in Articles 11.1 and 11.2 also apply for the legal representatives and agents of the Company.

11.4 The client is obliged to undertake reasonable measures for the reduction of and protection against damage.

11.5 The client is obliged to hold the Company harmless of legal proceedings, claims, damages and expenditures that stem from or are related to
(i) works that are carried out by the Company on the wishes and according to the specifications of the client, insofar as there is a causal relationship between the specifications for this process and the claims, damage and expenditures,
(ii) the non-fulfillment of the provisions of the licensing agreement according to Article 6.3.

12. Insolvency or Breach of Contract

12.1 In the event in which one or more of the following were to occur, the Company is entitled, without prejudice to any other available rights, to suspend the delivery of products, or the performance of services, or to withdraw from the contract, when:

(i) insolvency proceedings involving the client have been undertaken or a similar application has been made, or the client goes into liquidation (for grounds other than fusion or restructuring),

(ii) there are occurrences that are comparable to those listed in point (i) in the country in which the client is registered,
(iii) the client violates its contractual obligations and does not remedy the contractual violation within a reasonable deadline set by the Company, or

(iv) it is recognizable that one of the aforementioned occurrences relating to the client, or another occurrence which would entitle the Company to withdraw from the contract, is imminent.

13. Applicable Law and Jurisdiction

13.1 The exclusive place of fulfillment and jurisdiction is in the domicile of the entrepreneur.

13.2 Only Swiss law will be held to be valid, including in the case in which the client is domiciled abroad.

14. Miscellaneous

14.1 These General Terms and Conditions contain all provisions relating to a contract between the enterprise and the client and replace all existing agreements between the parties relating to the object of the contract.

14.2 Modifications and additions to these General Terms and Conditions must be undertaken in writing, including for this clause relating to written form.

14.3 Only the contractual parties or the third parties who are expressly named as beneficiaries in the contract can assert and enforce their rights, apart from the case in which the rights and obligations have been contractually assigned to third parties. This provision in no way limits the rights of those to whom the contract has been assigned.

14.4 Should the Company fail to act upon enforcing or asserting a right according to these General Terms and Conditions, this shall not be deemed to be a waiver of this right and does not prevent the Company from subsequently asserting or enforcing this right.

14.5 In the event that one of the provisions of these General Terms and Conditions were to be invalid, this does not affect the validity of the remaining provisions and the General Terms and Conditions as a whole remain unaffected.

14.6 The client is not entitled to assign the rights and obligations stemming from a contract, including the rights stemming from responsibility for defects, without the prior written approval of the Company. The Company is entitled to assign the contract or the rights and obligations to a group company which is in the position to fulfill the obligations of the Company, without the prior approval of the client.