

General Sales Terms

1. Unless there is a written agreement which expressly derogates from these general terms, all work and orders accepted and executed by SGS Lab Simon SA, and SGS Belgium NV, Life Science division (hereinafter jointly and separately designated as "Contractors") shall be exclusively subject to the following general terms, which shall govern all business relations between Contractors and the Principal (hereinafter designated as 'Sponsor').

2. Instructions and communications which the Sponsor must furnish to Contractors must be clear and complete and be transmitted in advance in writing. As it is the source of the information, the Sponsor has sole responsibility for the accuracy and the completeness of all instructions and communications.

3. The reports of Contractors are drafted in the name and on behalf of the Sponsor who expressly agrees that these reports only reflect the situation at a specific moment of time and must always be presented and/or mentioned as a whole and in their context. Both Contractors and Sponsor recognize that the before their cooperation existing and/or already conceived inventions, discoveries, know-how, models, technical, scientific and commercial data, technologies and standard

documents (Proprietary Information) are and remain their separate property, are not affected by these general terms and shall be treated with the most absolute secrecy standards by the other party. The parties expressly agree that the purpose and effect of undertaking the performance of the services shall not deprive the provider of the Proprietary Information of the right to reuse the experience acquired in the course of such performance.

4. All the Contractors' invoices are to be paid cash by the Sponsor. In the event of late payment, as from the thirtieth (30th) day following the invoice date without the necessity of a reminder, an interest will be due equal to 12% a year. Likewise automatically (ipso jure) and without the necessity of a reminder, a lump sum compensation will be due equal to 10% of the invoice amount, with a minimum of EUR 50 as indemnity only in order to cover the extrajudicial costs. Moreover the Contractors are legally entitled to a reasonable compensation for all other recovery costs according to the Belgian law of August 2nd 2002 on combating late payment in commercial transactions.

5. Under no circumstances may Contractors be held liable for all or part of the non-execution of the work as a result of the restrictions which are

specific to the subject of the order and/or the restrictions imposed by an authority that may reasonably be assumed to be so empowered. Contractors, their entities, subordinates, representatives and sub-contractors may not be held liable for any loss or damage caused directly or indirectly by or following incorrect or negligent execution, unless the Sponsor proves that this loss or this damage is due to a serious offence, in which case Contractors' liability shall be limited to the amount invoiced for the execution of the work, with a maximum of EUR 125.000,00.

6. Deadlines for the execution of work are given for indicative purposes only.

7. Any claim must be made in writing within 8 business days following the reception of the work carried out.

8. Unless expressly agreed otherwise, all work accepted and undertaken by the Contractors shall be governed by Belgian law. Any possible disputes between the Contractors and the Sponsor shall be settled amicably by the parties. Failing an amicable settlement, the matter shall be submitted to the Courts of Antwerp, which shall have exclusive jurisdiction.