

GENERAL TERMS AND CONDITIONS OF EUROSEQUENCE B.V.

with registered office in Groningen

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1. Applicability.

These terms and conditions apply to all quotations and contracts made by Eurosequence B.V., hereinafter referred to as Eurosequence.

These terms and conditions take precedence at all times. Any terms and conditions used by the other party are expressly rejected.

The other party is deemed also to have accepted these terms and conditions in respect of later contracts with Eurosequence.

Departures from these terms and conditions are only valid in so far as they are expressly accepted by Eurosequence in writing and are valid solely for the contract to which they relate.

2. Quotations.

Offers made and prices quoted by Eurosequence are non-binding.

3. Orders and contracts.

Orders must be placed either by means of a written confirmation of a quotation from Eurosequence, or by means of a specific Eurosequence order form, or in some other clear, written form.

Eurosequence is always entitled to refuse an order and undertakes to notify the customer immediately if this is the case.

Eurosequence is not bound until the order has been accepted.

Orders from private individuals will not be accepted; Eurosequence is not willing to enter into contracts with individuals. If Eurosequence becomes aware that it has entered into a contract with an individual, Eurosequence is entitled to rescind the contract wholly or in part.

Proposals for research as well as proposals for changing or extending an order are submitted on condition that Eurosequence's knowledge and ideas contained in said proposals may only be used by the customer to form an opinion about Eurosequence's proposals.

This article likewise applies to an order to Eurosequence to submit a research proposal.

4. Analysis, research and development work by Eurosequence.

a. Use of results.

The other party may use the results of Eurosequence's work, comprising research findings, recommendations, information or in any other form whatsoever, solely for its own purposes. These results are not intended for general distribution.

Except in cases where the results are contained in a certificate intended for the specific purpose, publication of said results is only permitted after written consent has been obtained from Eurosequence. Publication is deemed to include showing the material to third parties, except in so far as they have to be regarded as directly involved under the terms of the contract between Eurosequence and the other party.

If misunderstandings arise as the consequence of the revealing of the results by the other party by means of a certificate as referred to heretofore, this releases Eurosequence from its duty of confidentiality (as provided for in article 9) to the extent that Eurosequence reasonably needs in order to be able to explain the results to third parties.

b. Samples.

Samples of the substances or products to be examined will be supplied by the other party in the correct (requested or agreed) quantities, properly packed and clearly labeled with the contents, duly observing the applicable standards and regulations. Eurosequence is entitled to refuse samples that do not satisfy these conditions.

If the correct (requested or agreed) quantities are not supplied by the other party in accordance with the quotation and/or the relevant product description, the guarantee provided for in article 12 does not apply.

Eurosequence may use the samples as it sees fit and will not be liable for loss or damage. This applies both to incidents during transport and storage and in respect of Eurosequence's work. After all, the analysis of samples is inextricably linked with damage to or the destruction of these samples.

In so far as there is no specific agreement in this respect when the order is accepted, Eurosequence will have the option of destroying the remains of samples, preserving them without taking responsibility for them, or returning them to the other party.

Eurosequence is entitled to charge the other party separately for the cost of transporting samples or the remains thereof.

5. Syntheses.

a. Delivery not guaranteed.

Delivery depends on a successful synthesis and is therefore not guaranteed. If delivery cannot take place because of the absence of a successful synthesis, Eurosequence is not liable for any loss or damage whatsoever suffered by the other party or third parties.

b. Restrictions on use.

Our products are sold for experimental use/laboratory purposes and are not intended for human use.

The other party is responsible for judging whether the product is suitable for the intended application.

The products supplied may not be put into circulation by the other party.

c. Risk during transport.

The other party is responsible for the risk of transporting the goods supplied.

d. Storage.

The product must be stored in accordance with the instructions on the packing slip or other written information provided.

6. Work for others.

Eurosequence is always entitled to carry out work of a similar nature to that agreed with the other party for third parties, unless a stipulation to the contrary has been made.

7. Industrial and intellectual property rights.

Eurosequence shall retain all rights to inventions, working methods and any industrial or intellectual property whatsoever developed by Eurosequence for or pursuant to a contract.

The other party indemnifies Eurosequence against any claim by third parties by virtue of a breach by Eurosequence of any industrial or intellectual property right during Eurosequence's performance of the contract.

8. Transport costs.

The delivery of results as referred to in article 4 clause a and of oligonucleotides and peptides within the Netherlands is done in the customary way, carriage paid to the other party's premises. Special or express transport, if requested, will be charged separately. The cost of transport to other countries may be charged.

9. Confidentiality.

Eurosequence undertakes to treat as confidential the results of its work and all information it has received from the other party in order to be able to carry out the work, in so far as at least as this information is classified as confidential by the other party, and will not reveal it to third parties except in compliance with a statutory duty or a court order.

Eurosequence will use the samples/substances referred to in article 4 clause b solely for the work that is to be done and will not inform third parties about them or make them available to third parties without the prior written consent of the other party.

Eurosequence is entitled to use results for comparison, reference, statistical or scientific purposes, in which case Eurosequence will ensure that the identity of the other party cannot be recognized.

The other party undertakes to treat as confidential everything it learns about Eurosequence or Eurosequence's methods as a result of a contract with Eurosequence.

10. Performance.

Eurosequence determines the way the work will be performed, as well as the methods, equipment and chemical ingredients that will be used. If Eurosequence follows the other party's requests or instructions in this respect, Eurosequence is totally discharged of responsibility or liability for said choice, without this imposing upon Eurosequence the duty to point out possible consequences to the other party.

Except for work to be performed according GMP, Eurosequence is always entitled, under its own responsibility, to have work carried out, wholly or in part, by third parties. If so, Eurosequence is however free to request the prior consent of the other party for this. If consent is given, Eurosequence is totally discharged of responsibility or liability for the work that is done by third parties.

11. Best efforts.

By accepting an order, Eurosequence undertakes to do no more than endeavour to achieve a result the customer can use when carrying out the agreed work.

Eurosequence will use its best efforts in carrying out the work and will exercise the necessary care and skill, but does not undertake to achieve any result unless an express written guarantee to this effect has been given.

Failure to achieve a result does not entitle the other party to compensation.

12. Guarantee.

Work that does not satisfy the requirements of best efforts, care and skill referred to in article 11 will be re-done once by Eurosequence free of charge, provided:

- the other party requests Eurosequence so to do within the complaints period referred to in article 14;
- and, in this case, Eurosequence is supplied with new samples in so far as they are needed to be able to repeat the work.

Complaints in this respect must be submitted in accordance with the provisions of article 14.

13. Delivery times.

An agreed delivery date for Eurosequence products or the results of work done by Eurosequence is not a deadline. In the event of late delivery, Eurosequence will not be in default until it has been held in default in a written summons in which it is given a reasonable period for compliance and has failed to comply within said period as a result of circumstances for which Eurosequence can be held responsible.

In the event of default, the other party is never entitled to compensation.

14. Defects; complaints period.

a. The other party must inspect the products purchased and the results of work done for the other party (or have them inspected) upon delivery or as soon thereafter as possible. The other party must assess whether what has been supplied complies with the contract, namely:

- whether the correct goods have been supplied;
- whether the quantity of goods supplied corresponds with what was agreed;
- whether the goods or results of work supplied meet the agreed quality requirements or - in the absence thereof - the requirements that may be imposed for normal use.

This assessment is governed by the standard described in article 11 (Best efforts).

b. Should visible defects or shortages be found, the other party must notify Eurosequence of them in writing within 15 days of delivery.

c. In the case of non-visible defects, the other party must notify Eurosequence of them in writing within 15 days of discovering them, but in any event not later than six months after delivery.

d. The terms referred to in clauses b and c above apply on penalty of the lapsing of the other party's rights.

e. Even if the other party complains within the stipulated time, its payment obligation and its obligation to accept completed orders remain in effect.

f. Goods may only be returned to Eurosequence with Eurosequence's prior written consent.

g. In the event of defects Eurosequence is obliged to do no more than is provided for in the guarantee specified in article 12.

15. Payment.

a. Eurosequence reserves the right to send periodic accounts.

b. Payment must be made within 30 days of the invoice date in the currency specified on the invoice. After the expiry of the payment term the other party is in default without further notification; from the moment that the other party is in default, the other party is liable to pay additional administration costs and the statutory interest on the outstanding amount.

c. In the event of the liquidation, bankruptcy or moratorium of the other party, the obligations of the other party will immediately become due and payable.

d. Legal and non-legal expenses incurred by Eurosequence to enforce compliance by the other party shall be borne by the latter. Eurosequence is entitled to set the non-legal expenses at 15% of the claim.

e. Eurosequence is entitled to decide to which obligation a payment will be applied.

16. Right of cancellation by virtue of the progress of the work.

Since the possibility of carrying out parts of the agreed work may depend on the results of work already done under the terms of the same contract, and since in consequence Eurosequence may find itself in a situation in which the work cannot be completed, Eurosequence is entitled to cancel the part of the contract that has not been carried out without being bound to pay any compensation.

17. Bankruptcy, moratorium etc. of the other party.

In the event of the bankruptcy, moratorium, liquidation or transfer of all or part of the other party's business, Eurosequence is entitled to rescind the contract wholly or in part by means of a written notification before the other party is actually in default.

18. Indemnification.

The other party indemnifies Eurosequence, Eurosequence's staff and third parties brought in by Eurosequence against all third party claims, of any kind whatsoever, caused by or arising out of the application or use by the other party or third parties of any result of work done by Eurosequence or the application or use by the other party or third parties of any product supplied by Eurosequence.

19. Liability.

Eurosequence is only liable to the other party in the following way.

In the case of loss or damage as a result of defects in goods supplied, only the liability specified in article 12 (guarantee) of these terms and conditions applies.

Should Eurosequence be in default as far as delivery times are concerned, this never confers any right to compensation.

If the contract relates to work as referred to in article 4, any liability on the part of Eurosequence is expressly ruled out, subject to the provisions of the following sentence, since Eurosequence does not guarantee to achieve any result.

Eurosequence is liable if loss or damage is caused willfully or through gross negligence on the part of its managers or its supervisory personnel.

Eurosequence's liability is limited to the amount paid to it by its insurers, in so far as this liability is covered by Eurosequence's insurance.

If in any given case the insurance does not provide cover or the insurers do not pay out, Eurosequence's liability is limited to the net invoice value of those deliveries or that work to which the loss or damage relates. In that case, loss or damage in so far as it consists of loss of profits, reduced earnings or consequential damage will in no circumstances be compensated.

If subordinates and/or third parties are brought in by Eurosequence in the performance of a contract, said subordinates and/or third parties can likewise invoke the provisions of this article in respect of the other party, as if they were themselves a party to said contract.

20. Force majeure.

a. Force majeure is defined as circumstances that prevent the fulfillment of the commitment and that cannot be imputed to Eurosequence. These will include (if and in so far as these circumstances make fulfillment impossible or hamper it unreasonably):

- strikes in plants other than that of Eurosequence, wildcat strikes or political strikes in Eurosequence's plant;
- a general lack of the necessary raw materials and other goods or services required to achieve the agreed performance;
- unforeseeable stagnation on the part of suppliers or other third parties on whom Eurosequence is dependent and general transport problems.

b. Eurosequence is also entitled to claim force majeure if a circumstance that prevents (further) fulfillment occurs after Eurosequence should have fulfilled its commitment.

c. During a situation of force majeure, Eurosequence's delivery and other commitments are suspended. If the period in which it is impossible for Eurosequence to fulfill its obligations because of force majeure lasts longer than three times the indicated delivery term, both parties are entitled to cancel the contract without, in that case, there being any obligation to pay compensation.

d. If, when the situation of force majeure occurs, Eurosequence has already fulfilled its obligations in part or can only fulfill its obligations in part, it is entitled to invoice separately for that part which has already been supplied or that part that can be supplied or the work that has already been done and the other party has a duty to pay this invoice as if it related to a separate contract. This does not however apply if that part which has already been supplied or that part that can be supplied or the work that has already been done do not have a value in their own right.

21. Languages.

The Dutch original always takes precedence over this English translation of these terms and conditions.

22. Amendments to the terms and conditions.

Eurosequence is entitled to amend these terms and conditions. These amendments come into force on the date announced for them to take effect. Eurosequence will send the amended terms and conditions to the other party in good time. If no date is specified for the amendments to take effect, the amendments come into force in respect of the other party as soon as the other party has been notified of them.

23. The settlement of disputes.

Contrary to the statutory rules concerning the competence of the civil court, any dispute between Eurosequence and the other party, in the event that the court has jurisdiction, will be heard by the court in Groningen. Eurosequence nevertheless remains entitled to summons the other party before the court that has jurisdiction by virtue of the law or the applicable international treaty.

24. Applicable law.

All contracts between Eurosequence and the other party are governed by and interpreted in accordance with the law of the Netherlands.