

GENERAL TERMS AND CONDITIONS
for Eurofins-ofi Lebensmittelanalytik GmbH (hereinafter "EOLA")

1 General and Area of Application

1-1 All deliveries and services provided by EOLA will, unless agreed otherwise in writing, be governed by these General Terms and Conditions (the "Terms and Conditions"), which shall always constitute an integral part of the contract. This also applies to orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples (clause 2-1). A contract with these Terms and Conditions is formed when an order that has been placed with EOLA is accepted by EOLA. An order placed with EOLA is considered as having been accepted by EOLA when (a) EOLA proceeds to fulfil that order, without need for any written confirmation from EOLA, or (b) EOLA confirms the order in writing.

1-2 These Terms and Conditions replace all previous versions. No employee of EOLA, other than an executive or authorised representative, has the authority to alter or waive any of these Terms and Conditions or to obligate EOLA in any way which would result in the application of alternative terms which conflict or precede these Terms and Conditions. Such an alteration or waiver of the Terms and Conditions will only become binding upon EOLA if it is in writing and signed by an executive or authorised representative of EOLA. Field employees of EOLA are not authorised to conclude contracts. To be effective, amendments and supplements to the agreements made must be confirmed in writing by an executive or authorised representative of EOLA.

1-3 These Terms and Conditions shall not apply to contracts with consumers as defined in Section 1 (2) of the Austrian Consumer Protection Act (Konsumentenschutzgesetz).

2 Placement of Order

2-1 The scope of the work provided by EOLA ("services") is to be established in writing when the order is placed. All changes and supplements to the scope of the order must also be in writing to be legally effective. An effective placement of an order by a customer requires that the order is placed, using the letterhead of the customer, by post, by fax, in an electronic message or through the use of an order form or electronic order document accepted by EOLA. It is furthermore required that all significant aspects which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. Irrespective of this, EOLA is entitled to treat all samples delivered by the customer as orders if they are already registered as a customer in the Eurofins database. The registration exists if an order between the customer and Eurofins has already been requested or processed. The Terms and Conditions of EOLA also apply to this type of order. EOLA is not obligated to start any analytical work unless the scope of the order is clear and it has received all the necessary information. In this case, EOLA will inform the customer and if necessary, provide him with a new offer. The new offer will be regarded as having been accepted if the customer does not object to it in writing within three working days. If the nature and scope of the services to be provided by EOLA cannot be clearly determined on the basis of the order confirmation or agreement with the customer, the nature and scope of the services will be defined according to the valid EOLA service catalogue. EOLA shall provide all services in accordance with customer instructions. In the absence of customer instructions, EOLA will provide the services taking into account the relevant trading practices and business customs or practices which EOLA considers to be most suitable based on scientific, technical and economic criteria. EOLA is also entitled to reject instructions made by the customer if these are illegal or if the rejection is necessary for any other reasons. EOLA will inform the customer immediately of such circumstances.

2-2 Unless specifically agreed otherwise in writing with the signature of an executive or authorised representative, any terms and conditions of the customer will be ineffective, even if the customer has made or will make reference to these terms and conditions at any time. Furthermore, special terms or conditions of prior orders (including special pricing) will not automatically apply to subsequent orders. Each order accepted by EOLA will be treated as a separate contract between EOLA and the customer.

2-3 EOLA is entitled to charge – in addition to the price to be paid according to the price list (clause 3 2) – management and administrative fees of up to Twenty Six Euro (€ 26,-) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery dates accordingly.

2-4 Any logistic service off-site of the laboratory (in particular collections, the acceptance of samples, auditing) and which the customer does not use despite the agreement, must be paid in full. This provision does not apply if the customer is entitled contractually or by statute to withdraw from the contract, or if the commissioned logistical services are cancelled or modified by the customer (a) at least forty eight hours (48) in advance for collection services, (b) ninety six (96) hours in advance for sampling services, and (c) one (1) week in advance for auditing services.

2-5 EOLA reserves the right to appoint selected and professionally qualified institutions as subcontractors to provide the services. The customer agrees to this process when placing the order.

2-6 Irrespective of any other agreed or statutory reasons, EOLA shall be entitled to withdraw from the contract or to terminate the contract with immediate effect if (a) it is impossible to duly fulfil the contract due to circumstances which are the responsibility of the customer, (b) the customer does not fulfil its obligation to co-operate, in particular in accordance with clause 3 and does not fulfil any pre-payment obligations despite being granted a grace period, (c) the customer's asset situation worsens or is at risk and this in turn puts the fulfilment of obligations towards EOLA at risk. If EOLA declares the termination of the contract in accordance with clause 2-6, EOLA is entitled to compensation for all costs which have been incurred up to this point in time and any other that may arise in the future.

3 Prices and Terms of Payment

3-1 If the acknowledgment of an order does not state otherwise, EOLA's prices apply "ex works" (according to the definition in ICC Incoterms 2000), excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by EOLA in connection with the order) must be paid by the customer.

3-2 Prices are exclusive of all applicable taxes, fees, and stamp duties and are based on the price list in force at the day of the remittance of the offer to the customer. All applicable taxes, fees, and stamp duties will be charged to the customer and will be based on the amounts in force on the invoicing date or other relevant point in time.

3-3 Invoices become due immediately after receipt of the invoice with no discounts. Any notices of defects and other complaints associated with an invoice are to be made effective no later than 14 days after receipt of the invoice, providing reasons. If EOLA does not receive any written objection from the customer within this period, the invoice will be regarded as having been accepted by the customer. If the customer has any doubts about the accuracy of the results of an analysis or other results of services provided, this shall not entitle him to withhold payment, unless the inaccuracy of the results of the analysis or other services and any customer counterclaims arising therefrom are uncontested, accepted by EOLA or have been

judicially established without the possibility of further legal recourse. If a customer is in default with one payment, all other claims, including those arising from other orders, will become immediately due, insofar as they have not become due already. In addition, EOLA shall be entitled to suspend the provision of services and any other work for the customer arising from this contract or any other contracts. In case of payment arrears, the customer undertakes to reimburse the collection costs of the Kreditschutzzverband 1870 or any other debt collection institution according to the Regulation on Charges of Collection Institutions of the Austrian Federal Ministry for Economic Affairs, Federal Gazette (Bundesgesetzblatt) No.141/1996 as amended. In case of non-payment after 14 days after the due date, default interest of 4% (four percent) above the respective discount rate of the UniCredit Bank Austria AG, but at least 8 % per annum, will be charged. In addition to the reminder expenses, the customer will be obligated to cover any costs, charges, and cash outlays, which EOLA has to pay in pursuit of its claims irrespective of their legal cause. EOLA's right to assert other claims for damages shall remain unaffected.

3-4 Irrespective of the scope and nature of the work commissioned in the order, a minimum sum of Euro 65.00 will be charged for each invoice. EOLA has the right to charge an administrative fee of up to fifteen Euros (€15) to re-issue an invoice upon request of the customer.

3-5 Payments shall be made by bank transfer or direct debit. Any other method of payment must be agreed with EOLA in advance. The customer undertakes to provide bank account details to EOLA.

3-6 EOLA is entitled to require pre-payment of up to 100% of the quoted estimated order price as a condition of acceptance, even after the conclusion of the contract.

3-7 The customer expressly agrees to an electronic submission of the invoice. For this purpose, the customer is required to provide EOLA with corresponding contact details (email address/es, any contact persons etc.) no later than upon placement of the order.

4 Duties of the Customer

4-1 The customer is required to provide EOLA with the information and items required to fulfil the contract (substance to be tested in sufficiently large samples, documents etc) free of charge and in due time and to issue the required instructions. If this is not possible or feasible, the customer is required to ensure that the substances to be tested are freely accessible to the employees and representatives of EOLA. The samples or materials must be in a condition that makes the preparation of reports/analyses or the provisioning of ordered services possible without difficulty. EOLA is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or any other services are impossible or are possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – EOLA will be entitled to terminate or interrupt the order. In such cases, the customer is required to bear costs incurred by EOLA to that point.

4-2 The customer will inform EOLA in good time of all processes and circumstances which could be relevant to the purpose and execution of the order, without being specifically asked to do so. The customer must ensure, and hereby guarantees, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise on EOLA's premises, instruments, personnel, representatives or third parties. This also applies to sites and individuals which are working for EOLA as subcontractors. The customer is responsible for adhering to regulations regarding hazardous waste and dangerous substances. These obligations apply to information, transportation and disposal. The personnel or other representatives of EOLA in particular are to be informed in writing of health or safety concerns relating to the samples. This in particular includes concerns regarding any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to EOLA premises, instruments, personnel and representatives related to the contamination. The customer is required to generally inform EOLA in writing of all toxic, irritating, corrosive, flammable, oxidising, explosive or other elements which pose a risk to human health and of environmental conditions which will result in ionising or highly magnetic radiation, electromagnetic fields or laser beams. If these obligations are not fulfilled, the customer will be liable for all costs, damages and other disadvantages which have been incurred by EOLA, its personnel or other representatives and partner organisations as a result. This applies irrespective of whether these disadvantages occurred on the customer's site (for example, when taking a sample), during transportation, in the laboratory or in other premises belonging to or associated with EOLA. The liability also includes a corresponding obligation to indemnify and hold EOLA harmless in the event of third party claims. The customer is required to bear the reasonable costs of appropriate disposal of hazardous waste and dangerous substances which are generated by samples provided by the customer. This applies irrespective of whether the sample has been described as hazardous waste or dangerous materials or not. At EOLA's request, the customer must provide EOLA with the exact composition of the sample.

4-3 If it is required or appropriate to perform tests outside of EOLA's premises, the customer must provide EOLA and its representatives with continuous access to the relevant areas. The customer is in particular required to take all necessary precautions to protect third party rights and goods. The customer is also required to provide EOLA with all equipment and assistants required or appropriate for the provision of the services at its own cost.

4-4 Official authorisations and approvals by third parties are to be obtained by the customer at his own expense. Proof for such authorisations and approvals shall be provided to EOLA without prior request. In any case, the customer is required to fulfil all his statutory co-operation obligations, in particular under applicable food law, in full and in good time.

5 Property Rights on Sample Material and Sample Storage

5-1 All samples become the property of EOLA to the extent necessary for the performance of the order. Unless the customer pays for storage, EOLA will have no obligation to store or refrigerate the samples. If the customer pays for storage, EOLA will take the required steps to store the samples, according to professional practice.

5-2 EOLA can dispose of or destroy samples immediately after the analysis has been performed, unless EOLA and the customer have agreed in writing on the terms of EOLA's retention of the sample. If a specific retention period has been agreed, EOLA is entitled to dispose of or destroy the samples with no prior notification at the end of this period. If any special legal regulations exist for the disposal or destruction of samples and specimens (for example in the case of hazardous waste and dangerous materials), the customer will bear any associated costs. If the customer needs the sample materials to be returned, EOLA will send these back at the cost and risk of the customer.

5-3 The customer is required to immediately collect and remove the tested goods upon request by EOLA. In the event of a delay, EOLA is entitled to store or remove the tested goods at the cost of the customer.

6 Delivery dates and turnaround time

6-1 Delivery dates and turnaround times are estimates and do not constitute a commitment by EOLA. Nevertheless, EOLA will make commercially reasonable efforts to meet its estimated deadlines.

6-2 In general, results shall be sent immediately after completion of the analysis by electronic means to persons which the customer indicated in the order. However, the results can also be sent by post or according to another agreement, whereby fees may be charged by EOLA for these services.

7 Use of Work Results

7-1 EOLA shall retain title and intellectual property rights and in particular, the right of exploitation, for analysis results, products, equipment, data processing programmes, audit reports and similar services provided by EOLA. EOLA is entitled to make copies of the written documents which EOLA is given access to and which are relevant to the fulfilment of the order and add these documents to its files. Until the time of full payment, the customer has no rights with regards to the use of the services provided.

7-2 EOLA, however, reserves the right to store, use, create derivative works of, adapt, and publish the anonymised results for scientific purposes after full payment, as long as this does not have any foreseeable negative effects on the customer's interests (in particular due to anonymity).

7-3 Irrespective of clause 5, EOLA is entitled to retain the tested goods and work results until the fee has been paid in full.

8 Warranty and Liability

8-1 The services are provided on the basis of the information, documents and samples provided by the customer and the associated instructions of the customer. Unless explicitly agreed otherwise, orders are professionally handled in the conditions available to EOLA in accordance with the current state of technology by EOLA, under the condition that the information, documents and samples are complete, accurate and fit for purpose. EOLA accepts no responsibility for the accuracy of the directives, regulations and third-party standards underlying the tests and those conclusions made by the customer on its own authority on the basis of the results. The customer also recognises that the results may not always be 100% accurate and/or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care. However, EOLA cannot warrant that these will always be correct or absolute. The services provided by EOLA are subject to the statutory provisions applying to service contracts (Dienstverträge) as defined in the Austrian Civil Code (ABGB) unless they are expressly designated as contracts for work (Werkverträge) and to the extent this is legally permissible. However, if services are nevertheless subject to the provisions for contracts for work, the warranty period for warranties limited in such a way will be 3 (three) months after acceptance. The parties agree that services, goods etc. will be regarded as having been accepted if the customer does not otherwise notify EOLA within one week of receiving them. In any case, the customer is required to verify the soundness of the results, interpretations, estimations and conclusions of EOLA with a reasonable degree of care at its own risk. If the results are, for the customer, recognizably incorrect, the customer is required to contact EOLA immediately and inform it correspondingly. If the services provided by EOLA do not correspond to the requirements agreed between the parties, the customer is required to inform EOLA thereof immediately. EOLA will then provide repeat performance for the services which were not provided in accordance with the contract at no additional cost or, at EOLA's discretion, refund the part of the fee paid by the customer that relates to the services not provided in accordance with the contract. Beyond that, Clause 9 applies to culpably caused damages.

8-2 Each analytical report relates exclusively to the sample analyzed by EOLA and the scope of analysis stated therein. The selection of tests for marketability is not comprehensive and is essentially based on samples, limited to the tested sample / charge. Audit reports represent a record of the current situation according to the existing conditions, refer only to this point in time and cannot be interpreted as being generally applicable. Unless EOLA has been expressly commissioned for the preparation of a "comprehensive testing plan" (including the definition of the samples of which raw materials and finished products were analysed and tested and the frequencies of these analyses), establishing a precise scope of the analyses to be carried out, or if and insofar as the customer does not follow the corresponding recommendations of EOLA, it is not the responsibility of EOLA if it is established that the sample plan and / or the identification of the scope of the analyses is insufficient or inappropriate.

8-3 The customer is responsible for the proper delivery of samples sent to EOLA for examination/analyses or materials sent for the purpose of a service. Unless otherwise specifically agreed in writing by EOLA, EOLA accepts no responsibility for any loss, damage, or delay which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of EOLA.

8-4 The customer warrants and represents to EOLA that all samples sent to EOLA for analysis are safe and in a stable condition. The customer furthermore undertakes to indemnify EOLA for any losses, injuries, claims and costs which EOLA, its personnel, or its subcontractors may suffer as a result of any sample not being in a safe or stable condition, unless this is not the fault of the customer. The customer must always inform EOLA in writing prior to shipment if the samples are dangerous or otherwise of a hazardous nature. Furthermore, the customer is required to label the packaging, samples and / or containers appropriately.

8-5 Unless explicitly agreed in writing by all parties, the contractual relationship will be exclusively between the customer and EOLA. No contract will be concluded for the benefit of third parties on the basis of which the third party could make claims against EOLA. The customer undertakes to hold EOLA harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer which are asserted against EOLA if and insofar as this is to be ascribed to the customer's fault.

8-6 EOLA is only liable for data processing programmes and equipment to the extent stated in clause 9. The customer is required to ensure that its data processing programmes and equipment are working correctly and are suitable for its applications and conditions of use.

9 Limitation and exclusion of liability

9-1 In all cases, EOLA is only liable up to the maximum price paid by the customer for the analysis of the relevant sample, unless EOLA is guilty of an intentional act or gross negligence. Further liability, in particular liability for minor negligence, is hereby waived.

9-2 EOLA will not be liable for any indirect, mediate or immaterial damage, pure economic loss or consequential damage of any kind which is incurred directly or indirectly by the customer or by any third party (including, but not limited to, loss of prestige, lost profits, the cancellation of goodwill provisions, product recalls, the loss of data, etc). The same applies to loss, damages or costs which the customer incurs as a result of a claim asserted by third parties, in particular on the basis of product liability.

9-3 In all cases other than those specified in 9-1 and 9-2, EOLA's liability – on whatever legal grounds – shall be limited to a maximum of ten times the amount paid by the customer for the analysis.

9-4 If EOLA is jointly liable with a third party towards the customer, EOLA is only liable for damages insofar as these damages can be directly traced back to the proportion of the responsibility accepted by EOLA for the damages in question.

9-5 Claims for damages will become time-barred 12 months after acceptance of the services.

9-6 No provisions of these Terms and Conditions will result in EOLA's liability being excluded or limited in the following cases: (1) Liability for death or bodily injury according to the provisions of the Product Liability Act, insofar as these are applicable to the services provided by EOLA; (ii) in the case of intentionally caused damage, or (iii) in the case of other liability, insofar as this cannot be legally excluded or limited.

10 Repeated analyses

Complaints about test results can only be made within the scope of clause 8-1. If the customer asks EOLA to repeat an analysis already carried out, this will be charged separately subject to clause 8-1.

11 Force majeure

EOLA cannot be held liable for delays, damages or other problems caused by events or circumstances which are unforeseen or beyond EOLA's reasonable control, or which result from compliance with orders issued by a public authority, laws and other generally valid standards.

12 Confidentiality and Processing of Customer Data

12-1 Within the limits of applicable data protection law, EOLA is entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and will use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12-2 For the purpose of fulfilling the orders, personal data – in particular relating to legal representatives, contact persons and/or those responsible for projects – will be processed and used by EOLA. The customer hereby agrees that in order to provide the best possible services (including the use of existing capacities and expertise), personal data as well as information related to orders, such as analysis queries and results, may be transferred to affiliated companies in Austria, Switzerland and Germany, which all have an accreditation pursuant to ISO 17025 (details are available at www.eurofins.at, www.eurofins.ch and www.eurofins.de). The affiliated companies are also bound by the relevant confidentiality agreement, which is available upon request. Furthermore, EOLA will process and use the data for the purpose of gaining future orders (marketing, customer contact by electronic means etc.), whereby data may also be transferred to affiliated companies in Austria, Switzerland and Germany (details are available at www.eurofins.at, www.eurofins.ch and www.eurofins.de). The customer may revoke his consent at any time, although this will entitle EOLA to early termination of the contract if this has an impact on the fulfilment of the contract.

12-3 EOLA is required to keep all analysis and service reports confidential. This obligation does not apply with regards to those rights granted to EOLA according to clause 7-2 and any requirements to provide evidence of services provided associated with a claim for payment.

12-4 Analysis results will be prepared and provided exclusively for the respective agreed purpose or, if no purpose has been agreed upon, only for the customer's own commercial use. Analysis results may only be communicated to third parties – without the prior written authorisation of EOLA – if this is in line with the contractually presupposed purpose or is required under statutory law. The customer is not permitted to change or edit the work results or reproduce extracts without the written authorisation of EOLA. Furthermore, the customer is required to maintain secrecy concerning all services provided by EOLA. Moreover, the results of such services and the composition of products and data processing programmes provided by EOLA, in addition to analysis results and audit reports, are not to be published or used without the prior written permission of EOLA. Even if such written consent is given by EOLA, the customer shall (a) remain responsible for any consequences of disclosing the results to a third party and of the third party relying on the results and (b) hereby agree to indemnify the employees, representatives and subcontractors of EOLA from any claims for actual or claimed damages by a third party which may arise from the disclosure of the results and / or the trust in the results.

12-5 Food companies are required, in accordance with § 38 of the Food Safety and Consumer Protection Act (Lebensmittelsicherheits- und Verbraucherschutzgesetz) to transfer isolates from correspondingly controlled pathological microorganisms from their samples to the corresponding reference laboratory immediately, but no later than after two days. The anonymous dispatch of the isolates is part of the contract when microbiological examinations of these germs are requested. EURO 40.00 will be charged for this service (transportation of hazardous waste and isolate production).

13 Final Provisions

13-1 The invalidity or limitation of the contents of one or more of the provisions of these Terms and Conditions will not affect the validity of the remaining provisions. The invalid provisions are replaced by provisions which most closely reflect the economic purpose of the contract while reasonably preserving both parties' interests.

13-2 These Terms and Conditions may be modified in writing from time to time by EOLA. Orders will be governed by the most recent version that is in effect at the time EOLA accepts the order.

13-3 Should a court discard, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts will still apply to the greatest extent possible.

13-4 Failure by either EOLA or the customer to exercise the rights under these Terms and Conditions will not constitute a waiver or forfeiture of such rights.

13-5 The customer is not permitted to offset his own claims against EOLA's claims, unless his claims have been recognised by EOLA or have been judicially established without the possibility of further legal recourse.

14 Applicable Law and Place of Jurisdiction

The place of performance and payment is Vienna. Any and all disputes arising from or in connection with the contractual relationship shall be exclusively settled by the competent commercial court of Vienna's first district. However, EOLA remains entitled to file suit against the customer at the customer's general place of jurisdiction (allgemeiner Gerichtsstand). Austrian law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of the Austrian Private International Law Act (IPRG).