

GENERAL TERMS AND CONDITIONS
As of January 2005

I. Area of Application

The following General Terms and Conditions (hereinafter referred to as "GTCs") shall apply exclusively to all deliveries or services rendered by SGS INSTITUT FRESENIUS GmbH (hereinafter referred to as "IF"). At the time an order is placed with IF, its GTCs shall apply and be recognized insofar as the customer does not expressly object to their application at the time of the order. Modifications to the GTCs shall become elements in current contracts, starting with the date of their validity, insofar as the customer, despite being specifically notified of the right to raise an objection, does not object to them within a period of one month after being informed of such a modification. Customers' GTCs shall have no legal applicability.

II. General Provisions

1. Scope and Performance of Services

Services rendered by IF are based on the order confirmation. The written form shall be used for all agreements, including amendments, modifications, and collateral agreements. IF reserves the right to an oral confirmation of an order.

Delivery and service appointments and periods are binding only when accompanied by written confirmation from IF. Appointment and deadline agreements are conditionally subject to whether IF suppliers or cooperation partners fulfill their related obligations. Acts of Nature, general supply difficulties, transportation company disruptions, operational and other failures and their consequences that are beyond the control of IF or its suppliers or cooperation partners release IF from its duty to render services in relation to the extent of their impact for the duration of the disruption. Further, such occurrences entitle IF to withhold contractual services and exclude any duty to provide replacement. Should it not be possible to provide a service or a delivery, IF shall inform the customer of this situation immediately and recompense any consideration for such without delay. IF is authorized to render partial services or deliveries within reason.

2. Payment Terms

Invoices are due and payable within 7 days of receipt in their entirety. Applicable legal regulations shall apply in cases of delay of payment. Should circumstances be made known to IF of an impairment of the customer's creditworthiness or an inability to pay, IF may make its deliveries contingent upon prepayment. This shall also apply should such circumstances become known between the time the contract is concluded and delivery, or after one or several partial deliveries. Should the customer refuse to make prepayment or fail to make prepayment within a set period, IF is entitled to terminate the contract and collect damages. Should an application for bankruptcy regarding the customer's assets be filed or bankruptcy procedures be initiated, IF may likewise terminate the contract and collect damages without any further prerequisites. All of IF's open invoices and claims for remuneration shall become immediately due and payable upon receipt of the declaration of contract termination.

3. Liability, Statutory Limitations

IF shall be liable for damages resulting from ordinary negligence regarding essential contractual duties (material contractual duty or essential secondary obligation), for default or impossibility of performance attributable to ordinary negligence, but limited to those damages that are foreseeable and typical to a contract. Liability for ordinary negligence of non-essential contractual duties is excluded. These liability limitations shall not apply to damages that result from acts of intent or gross negligence. This shall also be true of damages that occur as the result of injury to life, health, or well being, insofar as the negligence was within the control of IF, and for damages that result from the fraudulent concealment of a defect or absence of a guaranteed condition and workmanship. Liability according to product liability law remains likewise unaffected. Any negligence on the part of IF legal representatives or fulfillment assistants shall be treated as if originating with IF.

The limitation period for damage claims resulting from breach of duty, for example regarding services, and the limitation period for defect claims, that is, for supplemental performance claims, for independent remedial actions together with compensation for necessary expenses, and for damages or compensation for futile efforts, is 12 (twelve) months as of the legally applicable beginning of the limitation period. This shall not apply for liability resulting from intent, fraudulent concealment of a defect, or absence of guaranteed condition or workmanship.

Should partial services or deliveries be rendered or be accepted as performance, the limitation period begins with performance of the respective partial services or deliveries or with their acceptance respectively.

III. Conditions of Sale and Delivery

1. Prices, Additional Costs

Sales prices are derived from the respective valid price lists and are valid for delivery within the Federal Republic of Germany to the customer's open goods receiving location, in addition to the legally applicable value added tax (VAT). Packing and shipping costs may be invoiced separately.

2. Shipment, Transfer of Risk

Items are shipped uninsured at the customer's own risk. IF selects the manner of shipping. The customer shall at any time have facilities or storage options that prevent access to delivered goods by unauthorized third parties. The customer shall be responsible for protecting goods that are stored in the receiving area indicated by the customer from access by unauthorized third parties.

3. Supplemental Performance

The customer shall inspect goods immediately upon their receipt. The delivery is deemed to have been approved should the customer fail to object to any noticeable defects, delivery shortfalls, or delivery errors within 5 business days. The customer shall make a claim against IF concerning concealed defects immediately, but within 5 business days of their discovery at the latest. The customer shall provide IF with the appropriate time and opportunity for supplemental performance. Should the customer refuse this, IF is released from its duty to render supplemental performance. The customer may not make defect claims in as far as a material defect is the reason that the customer or a third party has modified IF products without sanction, has used or repaired products in an inappropriate manner, or has not installed, operated, or maintained products according to IF guidelines. Any other presentation of a defect shall be made in accordance with the legal defect claims rights afforded the customer, subject to limitation to the degree specified in section II number 3 of these GTCs.

4. Retention of Title

Delivered products remain the property of IF until complete payment of the sales price has been made and until all demands including future demands for (full) settlement have been met (goods subject to retention of title). Any processing or working of goods subject to retention of title takes place for IF. Should the customer incorporate other goods into delivered goods, IF shall become co-owner of the resulting products, in proportion to the value of the original goods subject to retention of title and the goods used in conjunction. Products resulting in this manner likewise,

become goods subject to retention of IF's title. The customer is only authorized to resell goods subject to retention of title under the conditions of the retention of title and insofar as it fulfills its payment obligations to IF. Other commitment of goods subject to retention of title, particularly pledging as collateral or using as security, is not permitted. Should third parties have access to goods subject to retention of title, the customer is obligated to indicate IF's ownership and to inform IF of the situation immediately. The customer hereby assigns to IF as security all accounts receivable in connection with the resale of goods subject to retention of title and its business relationship to its customers, with ancillary rights in the amount of the value of the retention. The customer is authorized and obligated to collect assigned receivables and to forward these to IF without delay. Should the customer cancel payment, file bankruptcy regarding its assets, or should such a bankruptcy proceeding be initiated or a bankruptcy administrator be appointed, the existing customer's reselling, processing, and payment collection rights are thereby forfeited. Should the customer's account fall into arrears, IF is entitled to revoke the standing direct debit authorization and to notify the clients of the customer of the assignment. After contract termination, IF is entitled to demand return of goods subject to retention of title or to demand, as necessary, transfer of the customer's rights of surrender from third parties. The customer shall inform IF of any data necessary for the collection of receivables and to hand over any related documentation. IF shall release securities at the customer's request in as far as their value exceeds that of the receivables used as security by more than 20%.

IV. Terms of Service and Work Performance

1. Prices

IF shall determine the price for each order or related to each project on the basis of the respective and applicable catalog of services. Price information in a proposal is based on an estimate of the required scope of service and is therefore non-binding. IF reserves the right to increase prices due to increased personnel or material expenses, however, this excludes confirmed price agreements. All prices are subject to the legally applicable value-added tax.

2. Supplemental Performance

IF renders its services according to the generally accepted engineering regulations and customary care that are current at the time of the order. The customer must file any claim for supplemental performance due to defect in writing without delay. Objections to the contents of an expert's report are to be filed and specified in writing immediately, no later, however, than within four weeks of receipt. Should no objections be raised within this period, the performance is deemed to have been approved. The customer shall provide IF with the appropriate time and opportunity for supplemental performance. Should the customer refuse this, IF is released from its duty to render supplemental performance. Any other presentation of a defect shall be made in accordance with the legal defect claims rights afforded the customer, subject to limitation to the degree specified in section II number 3 of these GTCs.

3. Protection of Results / Publication

IF retains the copyright on services rendered, in as far as such is applicable. The customer may use provided expert reports with all tables, calculations, and any other details only in the context of the order in the manner which is agreed upon and only after payment has been made in full. The publication and duplication or even use in excerpt form of IF expert reports, certifications, and protected service marks for commercial or other business purposes require IF's written consent. This applies likewise to the subsequent commercial public use or third party use of the terms "Fresenius", "SGS", "Institut Fresenius" or "SGS Institut Fresenius" in connection with the provision of an expert report or certification.

4. Confidentiality

IF is obligated to make all results acquired in connection with the order available to the customer. Information acquired or gained shall be treated confidentially, if not it is publicly known or accessible, it was known to IF already or it was announced to IF by third parties without breach of an confidentiality obligation.

5. Sample Delivery and Storage

The customer bears the costs and risks of delivery of samples in as far as a pickup has not been arranged. When the customer prepares shipment, material to be examined must be properly packaged according to any and all directions provided by IF. The customer is liable for all damages that are attributable to any hazardous properties of the sample material. The customer shall disclose information about all hazards and handling methods that are known to him. Should it not be otherwise agreed upon in the order, samples shall be stored as long as the current status of technology allows for analysis of their properties while being stored, however, not longer than the expiration of the following periods: Official control samples shall be appropriately stored until expiration of the official seal, however, not longer than 12 months after the examination report is sent by mail. All other samples shall be stored for a maximum of three months in as far as their physical properties allow for it. After such time, samples shall be destroyed at the customer's expense; this is particularly applicable for special disposal due to legally stipulated regulations. Samples will only be returned upon request and at the expense of the customer.

V. Final Provisions

1. Data Processing

Pursuant to the law regarding protection of data, IF is authorized to store and to process the customer's personal or business data, whether they originate from the customer or from third parties.

2. General Provisions

Transfer of the customer's rights and duties in the contract require the consent of IF. Counterclaims against IF can only be offset or a right of retention be asserted if the customer's counterclaim is uncontested or is upheld by a court of law. In as far as the parties do not expressly specify an arrangement to the contrary, IF headquarters shall be the location of fulfillment for both parties. For both parties, the legal jurisdiction is Wiesbaden, Germany, if the customer is a registered merchant, corporate entity according to public law, or special public-law entity. However IF may institute legal proceedings at the location of the domicile of the customer. The contractual relationship between IF and the customer is subject to the laws of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of law provisions under German law.

Should individual provisions of the contract be or become wholly or partially invalid, the validity of the remainder shall not be affected. The English version of those GTCs is for informational purposes only. The German version shall be exclusively binding.