

General Terms and Conditions

Article 1 Definitions

- 1.1 IsoLife: BV, statutory established in Wageningen, specialised in 13C-labelled plant products and which the user of these general terms and conditions.
- 1.2 Agreement: an agreement between IsoLife and the client will only come into existence after acceptance of the offer and by signing the order by IsoLife.
- 1.3 Offer: offer without engagement by IsoLife to provide a product for a specified price.
- 1.4 Product: in de offer, order, brochure, or on the website described product(s) or service(s) to provide.
- 1.5 Order: the signed written order by the client to IsoLife to deliver the product for a specific price.
- 1.6 Brochure: brochure or flyer by IsoLife.
- 1.7 Website: the website of IsoLife.
- 1.8 Written: this does not include a fax or an email.

Article 2 Applicability

- 2.1 These general terms and conditions are applicable to all agreements between IsoLife and the client.
- 2.2 Derogations from the general terms and conditions are only valid after written confirmation by IsoLife.
- 2.3 Any general terms and conditions of the client are explicitly waived unless they are accepted by IsoLife in writing.

Article 3 Offers

Offers are exclusively offered in written form, together with the general terms and conditions. The price mentioned in the offer is excluding taxes, (custom) duties, shipping costs, and assurances.

Article 4 Settlement of contract

The agreement will come into being when IsoLife has received the signed order from the client.

Article 5 Delivery, terms of delivery and packaging.

- 5.1 The delivery times stated by IsoLife to the client are never deadlines.
- 5.2 If IsoLife exceeds the delivery time, the client shall inform IsoLife of this default by written notice.
- 5.3 If the client does not accept the delivered product as mentioned in the order, IsoLife is entitled to keep the product at her disposal for risk and accountant of the client. The client is liable for all incurred expenses.
- 5.4 The packaging of the product will be at the full discretion of IsoLife.

Article 6 Complaints

Any defects of the product will be reported in writing by the client to IsoLife within two weeks after delivery. After this period the right to complain will be expired.

Article 7 Payment

Unless otherwise stated in the order, 100% of the agreed price, increased by taxes, (custom) duties, shipping costs, and assurances shall be transferred to IsoLife directly after the effectuation of the order. Payments will be made within 30 days after receipt of the invoice. If the client has not paid within the term of payment, this fact alone is sufficient to place him in default without any other written notice, summon or default from IsoLife being necessary. Client is liable to pay an interest of 1% per month over the total amount due to IsoLife, beginning from 30 days after the invoice date. In addition, all legal and non-legal collection costs will be for the account of the client.

Article 8 Proviso of ownership

The delivered product remains the property of IsoLife until complete payment as described in Article 7.

Article 9 Liability

- 9.1 IsoLife is only liable for damage directly resulting from culpable negligence of IsoLife in the performance of her obligations under the agreement. If IsoLife is contractual liable as in the above mentioned sentence and/or by reason of something else, IsoLife is only liable for direct damage to the client to a maximum amount of the money that the client is due according to Article 7.
- 9.2 IsoLife is not liable for damages suffered by the client when applying or using the delivered product, unless the damage was caused deliberately or was due to gross negligence on the part of IsoLife.
- 9.3 The client indemnifies IsoLife and/or other persons that are employed by IsoLife in the performance of the order for all claims of third parties resulting from damage suffered from the application or use of the results of the activities of IsoLife by the client or by any other person to whom the client has disposed the results, unless evident malicious intent or gross negligence on the part of IsoLife and/or persons employed by IsoLife in the performance of the order.
- 9.4 The client acknowledges to be aware of the fact that the product has not been tested on human beings, animals and on its suitability to be used for medical or nutritional applications, unless otherwise stated in the order.

Article 10 Force majeure (non-imputable failure)

- 10.1 Failure of IsoLife in the performance of the agreement can not be accounted to IsoLife if the failure is not attributable to her fault or by virtue of law, the agreement or according to generally accepted conceptions does not come for the account of IsoLife.
- 10.2 In the event of force majeure, IsoLife has the right to either suspend its obligations towards the client, or to demand that the agreement will be amended in such an extent that the performance of the agreement becomes reasonably possible, or to dissolve – completely or partially – the agreement without the intervention of a court of law and without being bound to pay any damages, all this at the discretion of IsoLife.

Article 11 Disputes

The agreement as mentioned in Article 4 is governed by Dutch law. Disputes arising from the agreement shall be handled exclusively by the authorized court in Arnhem, The Netherlands.

These general terms and conditions are translated from the original Dutch version. If there may be any contradictions between the Dutch version and the English version, the articles of the Dutch version will have priority.

September 22, 2005