

General terms and conditions governing the provision of the services of a diagnostic laboratory

AnLab Ltd.
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Company ID: 45796301

A company entered in the Commercial Register of the Municipal Court in Prague, Section C, file No. 11522

and

GENERAL TERMS AND CONDITIONS GOVERNING THE PROVISION OF THE SERVICES OF A DIAGNOSTIC LABORATORY

I. Terms

The Provider shall refer to AnLab Ltd.

The Customer shall refer to a customer of AnLab Ltd.

The Order Form shall refer to a written form issued by the Provider, available on the Provider's web site and used by the Provider to receive an order for particular services of the diagnostic laboratory.

The Provider's Performance shall refer to a service which the Provider provides to the Customer on the basis of an agreement between the two or on the basis of an Order Form sent by the Customer and confirmed by the Provider.

The Result shall refer to the result of the Provider's Performance, i.e. written information sent by the Provider to the Customer.

The Commercial Code shall refer to Act No. 513/1991 Coll. in the valid wording.

II. Purpose of Contract

1. The Provider undertakes to perform activities necessary in order to ensure that the Customer receives the Result required on the Order Form; and shall do so from the moment of the reception of the Order Form.
2. The Provider shall notify the Customer about the acceptance of the Order Form in writing (electronic mail, fax). If the Provider does not agree with some of the Customer's conditions described in the Order Form, he/she shall inform the Customer about this fact; the contract shall only be considered properly concluded in the event of and after the moment of reaching a consensus.
3. If the Order Form contains a request for an analysis of samples, the Customer shall bear exclusive responsibility for their selection, representativeness, identification and the preparation of the samples for the analysis required by the Order Form, unless the Parties agree that the preparation of samples shall be done by the Provider.

III. Applicability of These Terms and Conditions and Supplements

1. These Terms and Conditions govern all contractual stipulations between the Provider and Customer, unless explicitly stipulated otherwise in writing. These Terms and Conditions replace all previous contractual stipulations executed in the past.
2. Unconfirmed Order Forms shall not entail any liabilities on the part of the Provider.
3. Any changes of contractual stipulations may only be made in the form of written supplements signed by both Contracting Parties.
4. Any changes of legal regulations which may influence the contractual stipulations shall become a part of the contractual stipulations upon their coming into effect.
5. If any of the provisions of the contract or its supplement becomes invalid, this shall not affect the other clauses of the contract.
6. No conditions raised by third parties shall be binding upon the Provider, unless the Provider accepts them in writing.

IV. Price for the Services Provided

1. The invoices for the provision of the services issued by the Provider shall be payable within 14 days following the issuance.
2. If the Customer's payment of the invoice is delayed, the Contracting Parties have agreed that the Customer shall pay a delay interest equal to 0.1% of the outstanding amount per each day of the delay.
3. The Parties have agreed that the Customer may not unilaterally set off his/her claims towards the Provider and deduce the amount in the due invoice issued by the Provider, unless the Provider explicitly acknowledges both the reason for and amount of this claim.
4. If the Customer fails to cooperate in an extent sufficient for the fulfilment of the Provider's obligations, the provider may postpone the provision of the service ordered until the Customer cooperates and may also charge costs incurred in relation with this delay to the Customer.
5. The prices for the services are contained in the Provider's price list valid on the day when the Customer sends the Order Form. These prices do not include the value-added tax, which shall be added by the Provider pursuant to valid legal regulations.

V. Secrecy, Confidentiality

1. Both Parties shall keep all confidential data and information which they learn in the course of the performance of the obligations entailed in the agreement between the Parties secret. The term of confidential information shall include every piece of information which is not normally accessible and due to whose nature one may assume that the other Party wishes to keep this piece of information secret, or which is explicitly identified as confidential.
2. Neither of the Contracting Parties may employ a former employee of the other Party during the term of this Contract and one year after the termination hereof, without obtaining the other Party's written consent.
3. Each Contracting Party shall compensate the other Party for any damage arisen by a demonstrable violation of the obligation of secrecy by the other Party.

VI. Rights to Results of the Provider's Activities

1. The Customer may use the Results of the Provider's performance without any limitation and may do so from the moment when these Results are delivered to him/her. The Provider may use these Results solely for internal purposes.
2. The Provider may, after the expiry of twelve months following the day when the Results are sent by the Provider to the customer, also use these Results without any limitations, solely upon his/her discretion, even for the benefit of third parties, but may not disclose the Customer's name and address.

3. The Provider may also use the know-how, working procedures, methodology of work, software and experience even if acquired in the course of activities performed pursuant to a contract with the Customer, and may use them for internal purposes and also for the benefit of third parties.
4. The Provider shall send the Customer the Results within a period of time as is adequate with respect to their nature and accessibility. The Parties may stipulate an exact deadline for the submission of the Results in writing.

VII. Biological Material Storage

1. The Provider shall ensure the proper storage of the biological material sent by the Customer to the Provider for the performance of activities as per the Order Form until the performance of the examination so that it cannot become microbiologically contaminated or degraded in other ways, which would render it impossible to reach a valid result.
2. The Provider shall store the data acquired through the Provider's performance for at least 5 years.
3. The method of bio material storage described in Par. 1 applies to biological material which the Provider acquires from living animals sent to the Provider for an examination of their health condition. The bio material from the animals as described above shall not be stored only in the case of serum or if explicitly stipulated in the contractual relation between the Parties.
4. The Provider shall dispose of the biological material in accordance with applicable legal regulations and at his/her expense after the biological material storage period expires.

VIII. Responsibility

1. The Provider declares that he/she has taken out an insurance policy covering the liability for damage caused by misinterpretation of results (i.e. a falsely negative / falsely positive result).
2. If the Customer receives a result on the grounds of which the Customer should take measures which would cause damage exceeding EUR 10,000 (e.g. elimination of livestock), the Customer shall send the Provider samples for a repeated analysis and notify about the extent of damage imminent. If the Customer fails to honour this obligation, the Provider shall be held entirely exempt from any liability for damage.
3. The maximum amount of the compensation for damage shall, in each individual case, be EUR 10,000.

IX. Force Majeure

1. A Party's liability towards the other Party shall be excluded if the damage is caused by an obstacle arising independently on the liable Party's will and prevents this Party from fulfilling its obligations and if it is impossible to reasonably suppose that the liable Party may avert or overcome this obstacle or its consequences and that the liable Party may foresee this obstacle at the moment of its emergence. The liable Party shall notify the other Party about such an obstacle; otherwise the liable Party shall be held responsible for damage caused by this failure to notify the other Party.
2. The liability shall not be excluded by an obstacle which emerges while the liable Party's performance of an obligation is delayed or which is caused by the Party's economic condition.
3. The effects excluding liability shall be limited to the period of duration of the obstacle causing these consequences.

X. Intellectual Property Rights

Intellectual property rights entailed in the services provided by the Provider to the Customer on the grounds of a contract shall remain exclusive property of the Provider. The Customer may use them only upon obtaining the Provider's written consent or on condition that their use is necessary for the Provider's performance. The Customer shall refrain from any acts which might infringe the Provider's intellectual property rights.

XI. Final Provisions

1. Issues not explicitly covered by these Terms and Conditions shall be governed by the Commercial Code as well as other legal regulations of the Czech Republic.
2. The Parties shall first settle all disputes in a conciliatory way. If it is impossible to reach a conciliatory settlement of a dispute, then the dispute shall be settled by competent courts of the Czech Republic; pursuant to Section 89a of Act No. 99/1963 Coll., the civic judicial rules in the valid wording, the locally competent court is the general court of the Provider, or the Regional Court, within the jurisdiction of which the general court falls.

Prague, 2 January 2010