

GENERAL

This Standard Terms and Conditions of RMB Sales is the Sales Policy of Fisher Scientific Worldwide (Shanghai) Co., Ltd. ("Hereinafter referred to as Fisher Scientific") for RMB sales. Purchase from Fisher Scientific constitutes the acceptance of these terms and conditions stated hereinafter. This "Standard Terms and Conditions of RMB Sales" is made on August 1, 2005 and will stay valid till updated terms and conditions being issued by Fisher Scientific without notice. Updated "Standard Terms and Conditions of RMB Sales" will only be binding for the RMB sales contract signed after the date of issuance of Updated "Standard Terms and Conditions of RMB Sales".

ORDER CONFIRMATION

Before the sale or supply is confirmed, a signed written order from authorized purchaser must be received by Fisher Scientific. The name and the company's chop of the Buyer should be shown thereunder.

AVAILABILITY OF GOODS

All statements, descriptions, drawings, or specifications concerning the goods made or given by or on behalf of Fisher Scientific before contract are for the purpose of information and guidance only. The company does not warrant the availability of any specific goods. Where goods are sold by reference to description, the goods are sold subject to the tolerances and variations expressed or implied. Where a product number has been changed or item has been discontinued, Fisher Scientific reserves the right to make a direct substitution where such a substitute is available. If no direct substitute is available, an alternative item will be recommended by Fisher Scientific and then shall be confirmed by Buyer. Buyer also has the right to cancel the discontinued items.

PROPER USE OF GOODS

All the products sold are for laboratory or manufacturing use only and are not intended to be used as food or drink for human consumption, or for use as drugs, or for household purpose. Items that are classified as hazardous shall be used carefully and properly by users who have proper knowledge.

MINIMUM ORDER POLICY

The minimum RMB order amount is **RMB2,000.00** at this stage. On orders lower than that, a handling charge of RMB100 will be applied.

DELIVERY

Delivery will only be made to the ground floor of the delivery address. The unloading from the trucks and moving of the ordered goods to required place is buyer's/consignee's responsibility.

The Buyer shall acknowledge receipt of goods by signing the carrier's delivery order on which the Buyer shall note particulars of any damaged goods or short delivery. In the case of damaged goods or short delivery, the Buyer shall notify Fisher Scientific in writing within 7 days of receipt of goods. Any indication by the Buyer on the delivery order shall not be used as the evidence of such notification to Fisher Scientific.

Fisher Scientific will only accept liability for goods broken or damaged in transit if reported on the delivery sheet and notified to Fisher Scientific in writing within 7 days of receipt of goods. Fisher Scientific reserves the right to either issue a credit note or replacement as the exclusive remedy for broken or damaged goods.

Fisher Scientific will only accept return of goods wrongly delivered to the Buyer provided a notice in writing is given to Fisher Scientific within 7 days of receipt of goods.

If the Buyer fails to accept delivery within 14 days of notice in writing that the goods are ready for delivery, the Buyer shall be liable for all the Seller's storage and other charges that Fisher Scientific shall be entitled, without prejudice to its other rights, to resell or otherwise dispose of the goods.

Considering the complexity of Fisher Scientific's products, unless otherwise stated in sales order, partial shipment is allowed. All the goods ordered, which have been classified as Hazardous, shall be delivered separately.

LIMITED PRODUCT WARRANTY

Fisher Scientific warrants that each equipment/instrument product will meet published specifications for stated warranty period. Unless otherwise agreed, the warranty is 1 year after the goods have been delivered to the customer. Within the warranty period, Fisher Scientific shall repair/replace the faulty unit at its will free of charge.

No Fisher Scientific employee, agent, or Representative has the authority to bind Fisher Scientific to any oral representation or warranty concerning any product sold. Any alleged oral representation or warranty that is not set forth in writing and signed by a duly authorized officer of Fisher Scientific shall not be enforceable. Fisher Scientific makes no warranty and shall have no obligation except as stated in the Returned Goods Policy with respect to expendable or consumable parts and supplies. In no event will a warranty cover damage caused by or resulting from accident, misuse, neglect or unauthorized installation, alterations, or repairs to the products.

FISHER SCIENTIFIC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Fisher Scientific's sole responsibility and the purchaser's exclusive remedy for any claim arising out of the purchase of any product is repair, replacement, or credit, where applicable. In no event: (1) shall the cost of the exclusive remedy exceed the purchase price; (2) shall Fisher Scientific be liable for any special, indirect, consequential, or exemplary damages, howsoever arising, even if Fisher Scientific has been advised of the possibility of such damages.

SOFTWARE

If the goods include computer programs ("Software"), the sale of such Software shall not constitute a sale or transfer of any proprietary rights in or to the Software but rather shall only constitute a right and license to use the Software in accordance with applicable specifications, instructions and license terms and conditions of the licensor.

GOODS RETURN POLICY

1. A Return Authorization shall be first granted together with the Authorization Number before the goods can be returned.
2. The Return Authorization Number must be shown on all shipping labels and correspondence pertaining to the shipment. No number shall be written on cartons. (We will not accept returns without a Return Authorization Number. Returns without this number will be sent back to you at your expense. No credit will be issued without a Return Authorization Number)
3. Return Authorization Number will be valid only for 30 days. The authorized items must be returned within 30 days after the Return Authorization has been issued.

Full credit will be issued for return of

- ▶ Product that you did not order but billed.
- ▶ Product that is defective at the time you receive it and mutually agreed to be cancelled from the order.

Partial Credit (Subject to 30% restocking fee) will be issued for return of:

- ▶ Products that you ordered in error which are not identified in the list below as not eligible for credit. The request for returning must be raised within 7 days after the goods delivered to Buyer. In this case, the freight and risk to return the goods shall be born by Buyer. The full amount of the order shall be first paid before a Return Authorization will be issued. Credit for the returned goods (after 30% restocking fee deducted) will be issued within 30 days after the goods (including the original package of the goods) have been received in good and salable condition.

Goods identified in below list will not be eligible for return and credit (unless the product was defective when received by Buyer):

- ▶ Discontinued products.
- ▶ Products that have been personalized or customized.
- ▶ Items supplied to customer as an accommodation, including without limitation for the items not listed on Fisher Scientific Catalog (Fisher Scientific Catalog means the Catalog issued by Fisher Scientific Worldwide (Shanghai) Co., Ltd.).
- ▶ Items not purchased from Fisher Scientific.
- ▶ Frozen/Refrigerated or temperature-controlled products.
- ▶ Outdated, shelf-worn, used or broken products (including products broken in returning or not in salable condition).
- ▶ Chemicals, Reagents, Diagnostics and other materials which have been classified as hazardous.

FORCE MAJEURE

Fisher Scientific shall not be held responsible for the delay in delivery or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The Sellers shall advise the Buyers immediately of the occurrence mentioned. Under such circumstances Fisher Scientific, however, is still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 10 weeks, the Buyers shall have the right to cancel the Order.

ASSIGNMENT

This agreement shall not be assigned or otherwise transferred by the Buyer without the express, written consent of Fisher Scientific.

GOVERNING LAW AND SETTLEMENT OF DISPUTE

This agreement shall be governed by and construed according to the law of P.R.C. Any dispute related to this contract/order shall be settled by amicable consultation. In case no settlement can be reached, the case may then be submitted for arbitration to Shanghai Arbitration Committee in accordance with the Provisional Rules and Procedures promulgated by the said Arbitration Committee. The Arbitration shall take place in Shanghai and the decision of the Arbitration Committee shall be final and binding upon both parties.