

## Order Form

Complete this form and return it to: **SIRION BIOTECH GmbH, Am Klopferspitz 19, 82152 Martinsried.**  
 Alternatively send the form by Fax: **0049 (0) 89 700 961 998**

### Billing address

\_\_\_\_\_  
Name/Company

\_\_\_\_\_  
Street

\_\_\_\_\_  
ZIP Code, City

\_\_\_\_\_  
State

\_\_\_\_\_  
Tel/Fax

\_\_\_\_\_  
Email (for receiving an order confirmation)

### Delivery address

*(only if different from billing address)*

\_\_\_\_\_  
Name/Company

\_\_\_\_\_  
Street

\_\_\_\_\_  
ZIP Code, City

\_\_\_\_\_  
State

\_\_\_\_\_  
Tel/Fax

### Order for premade adenovirus for gene knockdown and overexpression

Product	Cat-No.	Amount	Price p.P.	Total
Sub total:				
Discount if applicable*:				
TOTAL:				

Herewith I order the product(s) from the list above and agree with the general terms of SIRION BIOTECH GmbH.

\_\_\_\_\_  
Signature

#### Freight charge

Europe	29.- EUR
Overseas	59.- EUR

## How to order:

Online: Print the order form and complete the ordering details. Send the form by mail or via fax. You will receive a confirmation mail within the next days. If you didn't receive the confirmation mail please call our order service at **0049 (0) 89 700 961 999**.

## Payment Method:

We forward you a bill with a due date of payment of 14 days. Please refer the amount to:

Stadtsparkasse München  
Bank code: 70150000  
Account Number: 12187  
IBAN: DE76701500000000

## Delivery

We aim to dispatch orders within 5 days of order, but you should allow up to 21 days for delivery. The product is cooled. After arrival please make sure that the product is stored according to the storage information on the data sheet.

## Genetic safety precautions

This product is the subject of specific safety precautions for genetic engineering limiting its use (S2 or BL-2). The customer is responsible to observe the necessary safety precautions that are subject of the respective state law.

## Discounts

The discount of 250 EUR per shRNA expressing adenovirus particles is only given in the introductory period until the 24th of July and is restricted to 3 articles per order. After that period please contact our order service at **0049 (0) 89 700 961 999**.

## Technical Questions

For any technical questions call our technical support:  
**0049 (0) 89 700 961 9911**

## TAX

Value added tax is only charged for customers from Germany (Mehrwertsteuer).

## General Terms of Sale and Delivery of SIRION BIOTECH GmbH

(Revision Mai 2009)

### 1. Scope of Application

(1) These terms and conditions of sale of SIRION BIOTECH GmbH (hereinafter referred to as SIRION) shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing (2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms. (3) These terms and conditions of sale shall only apply vis à vis merchants, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code).

### 2. Subject Matter of Contract

(1) The subject matter of contract encompasses the contractual contents stipulated by SIRION in a confirmation of order based on an offer of sale made by SIRION or an offer of purchase made by the Customer. (2) If the Customer does not immediately object to a confirmation of order sent by SIRION, then the contents shall be deemed to have been approved, even if said confirmation of order should deviate from prior offers. (3) This shall not apply in the event of deliberate deviations from the original contents of negotiation to the detriment of the contractual partner. (4) SIRION shall be entitled to adapt the subject matter of the contract to the latest state of the art without having to notify the contractual partner of this or obtain the contractual partner's permission. (5) The contractual partner shall not be entitled to regard an adaptation of this type as a deviation from the original contents of negotiation.

### 3. Delivery

(1) Delivery dates shall be regarded only as non-binding dates; if said dates are exceeded without fault and notification is given in due time, this shall not constitute delay in delivery. Rather, this shall trigger a reasonable grace period. (2) In the event of delivery date delays of more than four weeks, however, the Customer shall be entitled to refuse to fulfill the contract upon expiration of a reasonable grace period. (3) SIRION shall likewise not be held responsible for delivery date delays due to Acts of God and other unforeseeable events that are beyond SIRION's control. (4) Regardless of delivery dates, SIRION shall be entitled to fill orders immediately. Partial deliveries are permitted. (5) SIRION shall not be responsible for inability to deliver if said inability to deliver is based on circumstances beyond SIRION's control and SIRION notifies the Customer of this without delay and refunds to the Customer without delay any payments already remitted.

### 4. Prices

(1) Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, shipping and insurance expenses, except as otherwise expressly agreed upon. (2) The prices valid on the day of acknowledgement of order shall apply. (3) List prices are subject to change.

### 5. Terms of Payment

(1) The purchase price is due and payable net within 30 days from the date of the invoice. (2) From the due date interest in the amount of 8% above the respective base interest rate (§ 247 BGB, German Civil Code) p. a. shall accrue and collection expenses in the amount of EURO 5.00. (3) We reserve all rights to claim further damages for delay. (4) Partial payments by the Customer shall first be set off against the expenses, then the interest and the balance of the main claim. (5) The Customer shall only be entitled to set-off, retention or reduction if the counterclaims are uncontested or the subject matter of a final and absolute decree in law. In the event of partial payments and default in payment, SIRION shall be entitled, contrary to prior payment agreements, to make subsequent deliveries only against cash in advance.

### 6. Retention of Title and Right of Use

(1) The goods delivered by SIRION shall remain property of SIRION until fulfillment of any and all existing and due claims against the Customer arising from the business relationship. (2) The customer shall be permitted to use factoring only with the express written consent of SIRION. (3) The customer/purchaser shall use the product only for his own research purposes. (4) Universities shall use the product only for non-

commercial research purposes. (5) The Purchaser shall not sell, transfer or otherwise provide access to the product (or parts of the product) to third parties.

### 7. Transfer of Risk/Shipping

(1) The risk of loss shall pass to the Customer upon transfer of the object to a transport company, regardless of type. (2) If transfer of the object is delayed for reasons for which the Customer is responsible, then the risk shall pass to the Customer at the moment when the customer is notified and it is possible to ship the object. (3) The goods are shipped at the Customer's risk and expense. (4) As a rule, the choice of the manner in which shipment is effected shall be incumbent on SIRION.

### 8. Acceptance/Notice of Defects

(1) Notices of defects with regard to manifest defects/ flaw in the goods delivered shall be lodged with SIRION in writing within seven (7) days after receipt. (2) In addition (even in the event of hidden defects/flaws), samples shall be sent to SIRION for visual inspection of the defects that are the subject matter of the complaint. (3) If a corresponding complaint is not lodged, or is not lodged in due time or proper form, then the delivery shall be deemed to be orderly and in conformity with the contract. The Customer shall not be entitled to any warranty claims in this regard.

### 9. Warranty

(1) Precondition for any warranty claim of the purchaser is the purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code). (2) The Customer's warranty rights shall, as a rule, be limited to subsequent delivery. Subsequent delivery shall take place at no extra charge provided that the goods delivered do not fulfill the product requirements described in the contract, the goods are still available in the form delivered by SIRION, and notice of the defects has been given in due time. (3) If it should turn out that it is also impossible to fulfill the order in accordance with the contract through subsequent delivery, then the Customer shall be entitled to cancellation of contract or a reduction in the purchase price after setting a final grace period. (4) In the event of deliveries of goods prepared by third parties and only traded in transit trade by SIRION, then the warranty rights that SIRION has vis-à-vis the manufacturer shall be deemed to have been assigned to the Customer at the moment of delivery. Above and beyond this, SIRION undertakes no warranties except as described above and in the event that the Customer is unable to attain warranty from the manufacturer extra-judicially. (5) Warranty claims shall be time-barred after 12 months of the passage of risk.

### 10. Liability

(1) SIRION undertakes no liability whatsoever for damages due to use of the goods delivered as stipulated in the contract. (2) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage. (3) (2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected. (4) Any liability not expressly provided for above shall be disclaimed. (5) If the business transaction was concluded on the basis of prospect statements made by third parties/manufacturers, then SIRION shall not be liable for the correctness of said statements in terms of content.

### 11. Applicable Law/Place of Fulfillment/Jurisdiction/Escape Clause

(1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods). (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Munich.

If individual provisions should be or become invalid in whole or in part, then this shall not affect the remaining valid terms herein.