

## **SARTORIUS U.S. eSHOP TERMS OF USE**

These terms (“Terms”) govern your use of the Website and purchase of products from the U.S. eshop of Sartorius Stedim North America Inc. and Sartorius Corporation (“Sartorius,” “we” or “us”) (“Website”). You should carefully read these Terms, the Other Sartorius Terms (defined below), the Website Legal Notices and the Information on Data Protection/ Notice of Privacy Practices on this Website before you use the Website or purchase any products.

BY AGREEING TO THESE TERMS DURING ACCOUNT SET-UP OR WHEN MAKING A PURCHASE ON THE WEBSITE, YOU ARE INDICATING THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS.

These Terms were last updated: 11/26/2012

### ***Eligibility to Use the Website***

The Website is operated from various locations both within and outside the United States and may be accessible worldwide. However, only users in the United States and Canada who are over the older of 18 years old or the age of legal majority in their place of residence may purchase products through the Website.

This Website is intended for use and purchase of products by companies and organizations and not by individual consumers. If you are accessing/using the Website on behalf of a company or other organization, you represent and warrant to Sartorius that you are a duly authorized representative of this company or organization. If you access/use the Website from outside the U.S. or Canada or are using this Website as an individual, you do so at your own risk and you are responsible for complying with the laws and regulations of the territory where you access/use the Website.

### ***Creating and Using a Website Account***

You are not required to establish an account in order to make purchases through the Website. However, in order to establish a Website account (if such functionality is available), visit the “Login | Register” page on the Website and enter the required information, including, without limitation, your name, the name of your company or organization, your email address and other contact information, and a valid billing address and related billing information. We will email a confirmation of your log in information to the email address you provided upon registration.

You represent and warrant that you are authorized to provide all the information you provide upon registration for your Website account. Further, you must provide accurate and truthful information about yourself and your company or organization, and you must update that information, including your billing information, from time to time as necessary to keep the information current and accurate. You are responsible for all activities occurring under your Website account and for keeping your password and other Website account information confidential. If you suspect someone is accessing or using your Website account without your permission or if you need to change your password or account information, please login to your account and go to the “Edit profile” page.

### ***Termination or Suspension of a Website Account***

We reserve the right, at our sole discretion, to suspend, terminate or disable your Website account (i) if we believe that you have violated or acted inconsistently with these Terms, (ii) in order to comply with applicable law, or (iii) in other circumstances, as we deem appropriate. If we terminate or suspend your Website account, you remain obligated to pay Sartorius for all unpaid purchases made prior to the termination or suspension of your Website account.

### ***Purchasing Products Using an Account***

If you have registered for a Website account, you may purchase products by logging in to your Website account. When you place a product in the shopping cart on the Website, you will be prompted to enter your Website account log-in information. From there, follow the instructions provided on screen to check out or purchase the product. Upon completion of the online order process, your purchase will be charged to you using the billing information you provided in connection with your Website account. You will subsequently receive acknowledgment of the order and/or a receipt by email to the email address associated with your Website account.

### ***Purchasing Products without Using an Account***

If you do not have a Website account, you may purchase products as a guest, without logging in, by providing billing, shipping and related information as requested by Sartorius at the time of purchase. Each time you make a purchase in this manner, you must provide us with accurate contact information so we may contact you regarding your purchase, if necessary, and you must agree to these Terms and any other applicable Other Sartorius Terms.

### ***Terms Applicable to Purchases***

All purchases made through the Website are subject both to these Terms and Sartorius's Terms and Conditions of Sale available at <http://www.sartorius.us/us/gtc/> ("Other Sartorius Terms"). If these Terms conflict with any of the Other Sartorius Terms, the Other Sartorius Terms shall control. You acknowledge and agree that no employee, agent, dealer or service provider is authorized to make any promise, representation or warranty with respect to these Terms or the products or to amend, modify or waive any of these Terms.

### ***Methods of Payment***

You may use the following methods of payment to purchase products through the Website:

- payment by credit card – we accept MasterCard, Visa and American Express. All payments are accepted only in U.S. Dollars. If you use a credit/debit card issued from a bank outside the U.S., you acknowledge that you are responsible for fees charged by the issuer of your credit/debit card for currency conversion. Please consult the terms provided by the issuer of your credit/debit card for applicable currency conversion rate and fees and charges.
- payment by other approved method – Some customers may be eligible to make payments by other methods, upon receipt of an invoice subsequently sent by Sartorius to that customer. You must be specifically approved by Sartorius in order to be able to pay upon receipt of an invoice. All payments made upon receipt of an invoice will be due in accordance with the terms of the invoice and any other applicable Other Sartorius Terms.

## ***Pricing and Shipping***

Product pricing and shipping costs will be as reflected on the Website. Additional charges, such as, customs duties, brokerage fees, and applicable taxes, are not included in the price and may apply. Prices posted on the Website are subject to change at any time without notice to you. Further pricing and shipping terms can be found in the Sartorius's Terms and Conditions of Sale.

Any discounts or special offers available with your Website account will be automatically reflected with the purchase price in the shopping cart, once you log in using your Website account.

Please note: pricing terms and payment upon receipt of invoice are not available for all customers. For further information, please contact Sartorius Customer Service as directed below.

## ***Order Fulfillment***

Products ordered from the Website may be fulfilled by one or more of our subsidiary or affiliated entities. The appropriate Sartorius entity that fulfilled your order will be listed on your receipt. If your order is fulfilled by more than one entity, you will receive a receipt from each applicable entity for the products fulfilled by that entity.

## ***Product Availability***

We make efforts to keep the Website and available inventory of products current and up to date. However, we cannot guarantee that any product listed on the Website will be in stock or remain available. Further, we may discontinue or otherwise cease offering a product at any time, in our sole discretion. In the event a product is not available at the time you place your order, either because the product is permanently or temporarily (e.g., on back-order) unavailable, we will send you a notice via email. If the product is temporarily unavailable, unless you notify us to cancel your order, your order will remain on back-order and will be fulfilled when the product becomes available for shipment. If a product is permanently unavailable, we will cancel your order for the unavailable product. Unless you notify us to cancel your entire order, we will fulfill the balance of your order pursuant to our ordinary order fulfillment policies and the Other Sartorius Terms.

## ***Cancellations to Orders; Returns.***

To the fullest extent permitted by law, we may, in our sole discretion, choose to cancel your order in certain circumstances. This may occur, for example, when the product you wish to purchase has been mispriced, when we suspect the request is fraudulent, or in other circumstances we deem appropriate.

If you wish to return a product or change or cancel your order for any reason, you must contact Sartorius either directly by using the contact details provided on the Website or by using the contact form of the Website. If your request relates to a return, you must contact us within thirty (30) days after the date of shipment to make arrangements to return the item in accordance with our return policies. Return and refund policies can be found in the Terms and Conditions of Sale.

## ***Product Information***

We make conscientious efforts to display and describe the products available on the Website accurately and completely. However, the detail and accuracy of the images and specifications of products that you

see on the Website will depend on a number of things, including your computer equipment and Internet connections. Consequently, we do not guarantee that the products, images, available features, services or specifications displayed or described to you on the Website are or will remain accurate or complete in every detail. Further, we may update the products, images, available features, services or specifications from time to time. The technical information, opinions, recommendations and other information made available on the Website, including commentary regarding particular products, are provided for convenience only and may not be relied upon as substitutes for thorough consultation with appropriately trained professionals familiar with your particular needs and circumstances.

### ***Features on the Website***

Sartorius may from time to time make available additional features on the Website. Those features are subject to these Terms and any other applicable terms and conditions associated with them on the Website, as those may be updated from time to time by Sartorius.

### ***Changes to the Website and Products***

We reserve the right to make changes to the Website, the products, methods of payment, and features available on the Website at any time, in our sole discretion, without notice. We may amend these Terms and the Other Sartorius Terms upon advance notice provided to you in a manner we choose that complies with applicable law. The Terms and Other Sartorius Terms, as revised, will apply to your use of the Website and your purchases through the Website subsequent to such notice.

### ***Behavior on the Website***

We expect and require that all visitors use the Website for its intended purposes and refrain from engaging in inappropriate behavior on the Website. Such inappropriate behavior includes:

- requesting, or otherwise attempting to obtain or store, personal information, passwords, account information or any other type of information of other users;
- accessing or using anyone else's Website account;
- creating a deep-link to the Website, using any data mining, robots, or similar data-gathering and extraction tools in connection with the Website;
- inhibiting, disrupting, or otherwise preventing anyone from using or accessing the Website;
- acting in any manner that disrupts or interrupts users' real-time experience on the Website;
- hacking or defacing any portion of the Website;
- interfering with or disrupting the Website or servers or network connections to the Website, or disobeying any requirements, procedures, policies or regulations of networks connected to the Website;
- modifying, adapting, sublicensing, translating, selling, reverse engineering, decompiling or disassembling any portion of the Website;
- attempting to gain unauthorized access to the Website, or any feature or portion of the Website, any other systems or networks connected to the Website or any server related thereto;
- using the Website to intentionally or unintentionally violate any applicable local, state, provincial, federal, national or international law or regulation; and
- providing material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization or individuals appearing on the Denied Persons list.

## ***Intellectual Property Rights***

Without limiting the Other Sartorius Terms, Sartorius and its licensors own and retain all right, title and interest in and to any copyright, trademark, patent or other intellectual property embodied in the Website. Such intellectual property is protected under United States and other countries' copyright, trademark and other laws and international treaty provisions. Any unauthorized use by you of this intellectual property may subject you to civil and criminal penalties. Without limiting the above, the trademarks, logos and service marks ("Marks") displayed on the Website are the property of Sartorius or its licensors or content providers, or other parties. Users or any parties acting on their behalf are prohibited from using any Marks for any purpose, including, but not limited to, use as meta tags on other pages or sites without the written permission of Sartorius or such third party which may own the Marks. You may not use frames or utilize framing techniques or technology to enclose any content included on the Website without our express written consent. Further, you may not utilize any Website content in any meta tags or any other "hidden text" techniques or technologies without our express written consent.

## ***Website Disclaimer***

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE QUEBEC *CONSUMER PROTECTION ACT*, DO NOT ALLOW LIMITATIONS ON LIABILITY OR ON IMPLIED WARRANTIES OR CONDITIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

THE WEBSITE IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS.", SARTORIUS EXPRESSLY DISCLAIMS ALL EXPRESS, LEGAL, STATUTORY AND IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, IMPLIED, LEGAL OR STATUTORY WARRANTIES OF AVAILABILITY, TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE. SARTORIUS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE WEBSITE.

Without limitation to the foregoing, Sartorius makes no warranty that: (a) there will be no interference with your use or enjoyment of the Website; (b) the Website will fulfill any particular purpose, need requirement or specification or is complete, reliable or accurate; (c) orders for a product(s) will be honored according to your schedule or any stated schedule; (d) the Website will be secure or error free; (e) any errors in the Website will be corrected; (f) the Website is lawful, appropriate or available for use in any particular location; or (g) products displayed or referenced on the Website are available for use in a particular location.

Warranty information regarding products may be found in the Other Sartorius Terms.

## ***Limitation of Liability.***

TO THE FULLEST EXTENT PERMITTED BY LAW, SARTORIUS SHALL NOT BE LIABLE UNDER ANY THEORY (INCLUDING NEGLIGENCE) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, LOST PROFITS OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN

NO EVENT SHALL THE LIABILITY OF SARTORIUS FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS ARISING OUT OF OR RELATING TO USE OF THE WEBSITE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, DELICT OR OTHERWISE OF ANY TYPE EXCEED ONE HUNDRED DOLLARS (USD \$100). ANY CLAIM FOR DAMAGES IN EXCESS THEREOF IS HEREBY WAIVED BY YOU.

### ***General Terms***

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

To the fullest extent permitted by law, these Terms and any claim or dispute arising out of or relating to these Terms, will be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to these Terms, including, but not limited to any Product, shall be subject to the exclusive jurisdiction of state or federal courts located in Manhattan, New York City, New York, and you hereby consent and submit to the personal jurisdiction of such courts.

You may not use, export or re-export the products or any copy or adaptation in violation of any applicable laws or regulations including, without limitation, U.S. or Canadian export laws and regulations.

You recognize that you have expressly requested that these Terms and any document related thereto be drafted in English. *Vous reconnaissez que vous avez expressément requis que les présentes modalités et tous les documents y afférant soient rédigés en langue anglaise.*

These Terms do not create any fiduciary relationships between you and Sartorius, service providers or other companies that assist with providing the products or operating the Website. These Terms do not create any relationship of principal and agent, partnership or similar relationship. Where appropriate in context, the conjunctive shall include the disjunctive, any shall include all, the singular shall include the plural, and vice versa. Section headings in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided in these Terms, the terms and covenants contained in these Terms which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of these Terms will so survive and continue in full force and effect until they are satisfied or by their nature expire.

### ***Contact Us***

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