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General Terms and Conditions of Business

1. Scope of validity

CenTrial GmbH carries out orders exclusively on the basis of the following Terms and Conditions. General Terms and Conditions of Business and Supply and Payment of the Client are excluded, even if the Client normally uses them in his day-to-day business operation or refers to them in forms.

CenTrial GmbH does not recognize other terms even if it is aware of contrary or deviating terms of the Client when it performs for the latter without reservations.

2. Written form

Verbal agreements shall only become effective following written confirmation by CenTrial GmbH. Commitments and statements by persons not generally authorised to represent CenTrial GmbH shall only be effective if they are confirmed by CenTrial GmbH in writing.

3. Performance

a) CenTrial GmbH shall make every endeavour to execute the performance due punctually on the agreed date. If performance cannot be executed within the designated period an extension of the order requires the written consent of the Client and CenTrial GmbH. Unexpected or unavoidable events, such as force majeure, official orders, riots, strike or other events beyond the control of CenTrial GmbH release CenTrial GmbH from the duty to perform punctually for as long as such events may last.

If these circumstances last longer than one month from the appointed date of performance, CenTrial GmbH is released from performance. The Client is then also entitled to cancel the contract.

b) Performance shall be rendered either by qualified specialist staff of CenTrial GmbH or, insofar as not otherwise agreed in the contract, by qualified subcontractors of CenTrial GmbH. Notwithstanding, CenTrial GmbH shall always remain directly answerable to the Client. CenTrial GmbH shall decide at its own discretion which qualified members of staff and/or subcontractors are to be deployed.

c) As a rule CenTrial GmbH staff members can give support on work days, Monday to Friday between 7 a.m. and 6 p.m. If CenTrial GmbH employees are to be deployed at the Client's premises, the Client will give prior notification of this in good time.

4. Modification of performance

a) Both the Client and CenTrial GmbH may make a written application to the other contracting party to have the scope of performance modified.

b) The recipient of the request for modifications shall immediately check whether and on what terms the modifications can be carried out and shall, as a matter of principle, inform the other party of consent or refusal within 10 working days in writing and, where necessary, giving reasons.

5. Duty of the Client to cooperate

a) The Client is under obligation to cooperate for the rendering of the performance defined in the contract. In particular the Client is obligated to implement the scheduled recruiting of trial participants for trials to be carried out.

b) The Client is obligated to inform CenTrial GmbH immediately of any possible delays.

c) If a project is terminated prematurely and the Client is responsible for termination, CenTrial has the right to charge for the performance rendered under the terms of contract up to the time of termination.

d) If applicable, the basis for cooperation is a trial schedule conforming to all relevant regulations and requirements. If the Client contravenes these regulations, CenTrial GmbH may terminate the cooperation.

e) Unless otherwise agreed, the Client shall assume all duties of the Sponsor in compliance with the German Drug Law or the Medical Devices Act respectively.

6. Right to issue instructions to employees and rights of representation

a) The Client is not authorised to issue instructions to employees of CenTrial GmbH. Employees of CenTrial GmbH shall receive instructions from the superiors at CenTrial GmbH only. The Client is authorised to issue instructions to the employees of CenTrial GmbH relating to details of the services. In case of doubt the Client must contact CenTrial GmbH.

b) CenTrial GmbH shall render all services in its own name. CenTrial GmbH may only assume representation of the Client in legal transactions vis-à-vis third parties in the context of orders placed by the Client. When working on the Client's premises, the employees of CenTrial GmbH are subject to the administrative rules and safety regulations that prevail there.

7. Duty of secrecy/Data protection

a) The parties are aware of the possibility that, during the term of the contract, CenTrial GmbH or its employees may have access to confidential information and operational and business secrets. CenTrial GmbH shall ensure that such information and secrets are used

only in the context of this offer and in the interests of the Client. Furthermore, CenTrial GmbH undertakes not to reveal, publish or pass on to third parties any information or secrets of the Client. This does not, however, apply to information that is already accessible to the public or that is made available in the course of normal business relations with the Client. The duty to secrecy also does not apply if it is necessary for disclosure to be made in a legal dispute with the Client in order to uphold the justified interests of CenTrial GmbH or its employees, or by way of an official obligation to give information.

b) If employees of CenTrial GmbH work in a clinical trial centre under the terms of a contract, the Client shall ensure that the participants in the trial are informed of the rights of access to personal data.

c) Storage and processing of customer data is carried out taking the Federal German Data Protection Act into account. The customer data are stored for the purpose of handling orders, accounting and advertising. Written refusal may be given for the use of customer data for advertising purposes.

d) Where CenTrial GmbH processes data on the instructions of the Client, the following rules shall apply: the subject and duration of the order and the scope, type and purpose of the data gathering, processing and use, the type of data and the group of persons concerned and the location of data carriers and data after conclusion of the order shall be defined in the contract or protocol. The Client shall remain responsible for safeguarding the rights of persons concerned. CenTrial GmbH shall support the Client in this regard. In particular, CenTrial GmbH shall receive relevant enquiries from persons concerned and shall, in consultation with the Client, act in pursuance of the rights of persons concerned to be informed and to have data rectified, erased or blocked. For the purpose of order fulfilment, CenTrial GmbH shall act in accordance with the technical and organisational measures as defined in these GTCB and in its Standard Operating Procedures and shall assure this by means of internal data protection audits. CenTrial GmbH shall, both before the data processing begins and during order fulfilment, grant the Client the opportunity to assure itself of the appropriateness and proper execution of the stipulations. CenTrial GmbH shall inform the Client if serious contraventions of the data protection regulations or these stipulations become apparent.

8. Warranty

a) CenTrial shall render the agreed performance with due care and according to the state-of-the-art. Liability is defined according to Fig. 9 (Disclaimer and limitation of liability).

b) The Client is entitled to have any faults eliminated free of charge by CenTrial GmbH, insofar as they are caused intentionally or owing to gross negligence. For all more extensive claims to compensation on the part of the Client, Fig. 9 (disclaimer and limitation of liability) shall apply.

c) Obvious errors, e. g. clerical errors, miscalculations and formal errors contained in a written statement by CenTrial GmbH can be corrected at any time.

9. Disclaimer and limitation of liability

a) Claims for compensation and claims for reimbursement of expenses of any kind on the part of the Client, irrespective of the legal grounds (hereinafter referred to as a whole as "compensation claims") are excluded. In particular, CenTrial GmbH shall not bear liability for loss of profit or other financial loss by the Client.

b) CenTrial GmbH assumes no warranty that the results that arise from implementing the project or from rendering the performance owed will be able to be used for a specific purpose or that the Client will be able to make an income or profit from these results or their use.

c) The warranty disclaimer for damage according to a) does not apply to damage

- arising from injury to life, the body or health owing to an at least negligent infringement of a duty for which CenTrial GmbH bears responsibility; or

- owing to an at least gross negligent infringement of a duty by CenTrial GmbH or its legal representatives or vicarious agents.

d) If a cardinal duty under the contract is infringed, the liability of CenTrial GmbH is limited to the value of the contract, as long as it is not a case of gross negligence or of a damage claim arising from injury to life, the body or health.

e) Insofar as liability on the part of CenTrial GmbH is excluded or limited this also applies to the personal liability of its employees, representatives and vicarious agents.

10. Non-solicitation agreement

The client undertakes the obligation not to poach or engage in any other way any employees of CenTrial GmbH itself or have them employed by third parties both during the term of the contract relationship with CenTrial GmbH and for a period of a year after the activity for the client ends. For each offence the client shall pay a contractual penalty in the amount of 50,000 euros and defense of continuation of an offence is excluded.

11. Quality Assurance Audit

If the Client wishes for CenTrial GmbH to carry out audits for the purpose of assuring the quality of the performance rendered, the Client shall be obliged to assume the costs.

12. Seminars

a) Prerequisites for participation

As long as the access conditions are met, anybody can attend the seminars of CenTrial GmbH. The participants must check the access prerequisites themselves. If it transpires at a later date that the access prerequisites were not met, payment of the attendance fee is obligatory. There is no entitlement to participate.

b) Registration

Registration must be carried out in writing or online. Dispatch of the registration form or the online-registration constitutes acknowledgement of the General Terms and Conditions of Business of CenTrial GmbH and the regulations governing the implementation of examinations. By registering for a seminar consent is given for personal data (name of participant, name of company of which participant is an employee) to be passed on to the seminar leader and other par-

Participants in the seminar in the form of a list of participants. The registrations will be processed in the order in which they are received. Registration will be confirmed immediately. With the confirmation the contract is considered as come off. Entitlement to attend a seminar is only guaranteed if the amount shown on the invoice is fully paid to CenTrial GmbH before the seminar starts.

c) Discount arrangement

Groups of three or more participants registering for one course or one or more participant(s) registering for three or more courses at the same time will be given a 7.5% discount on the total attendance fee due. One collective invoice is issued. Payment is due prior to the commencement of the first course. In the event of a partial cancellation, the discount will be withdrawn or charged in addition. No discount can be offered on already reduced attendance fee rates.

d) Terms and conditions of cancellation

If cancellation is given in writing up to 14 calendar days prior to the start of the seminar the attendance fee will be refunded minus a 50,00 € processing fee. The fees can only be reimbursed if cancellation is made later than this if a substitute participant is named. Cancellation after the seminar begins is not possible. If a participant fails to show up to the seminar, the attendance fee is due in full. These rules apply irrespective of the reason for cancellation, even if a medical certificate is provided. CenTrial recommends taking out a seminar cancellation insurance policy (=travel cancellation insurance of ERV) e.g. at www.erv.de.

In seminars, booked at the CenTrial GmbH as in-house seminar, cancellation is possible up to 28 calendar days before the event begins. For a cancellation a handling fee of 250.00 € will be charged. In a cancellation at a later date, the agreed cost of the in-house seminar in full will be charged. To meet the deadline, the cancellation has to be effected by e-mail, by post or by fax.

e) Cancellation of seminars

CenTrial reserves the right to cancel the seminar or parts of the seminar if the seminar leader is sick, or for reasons of force majeure, insufficient participants or other unforeseeable events. CenTrial will endeavour to give prompt notification if a seminar is cancelled.

Attendance fees already paid will be reimbursed. If part of the seminar is cancelled, attendance fees already paid will only be reimbursed pro rata. Other costs (e.g. travel expenses, loss of working hours etc.) will on no account be assumed by CenTrial GmbH. As an alternative to the reimbursement of the attendance fee, CenTrial may offer a substitute date.

f) Subject to changes

CenTrial GmbH reserves the right to make changes to the content or organizational changes in the programme of events and to impose other conditions. If need be, scheduled seminar leaders may be replaced by other qualified speakers.

g) Participation in seminars

Participants attend the CenTrial GmbH seminars at their own risk. If participants are involved in internships taking place at external institutes in the context of a seminar organised by CenTrial GmbH, CenTrial GmbH assumes no liability. The regulations of the respective institution apply to the internships.

h) Seminar materials

The seminar materials are protected by copyright and may not be duplicated or disseminated, even in the form of extracts, without the consent of CenTrial GmbH or of the lecturer concerned. CenTrial GmbH reserves all rights. The work materials are available exclusively to the participants of the relevant seminar.

13. Terms of payment

a) Unless otherwise specified, the CenTrial GmbH quotes are non-binding.

b) All payments are to be made (net) within 14 days of the invoice date without discount.

c) If the performance rendered by CenTrial GmbH is subject to VAT, CenTrial GmbH is authorised to charge the statutory VAT in addition to the remuneration previously agreed if it has issued an invoice for the CenTrial GmbH to the Client on which the VAT is shown separately. The Client thus waives defence under the statute of limitations. If payment is in arrears, interest shall be charged on arrears in the amount of 8% p.a. above the respective valid base interest rate of the European Central Bank. This is without prejudice to more extensive rights.

d) Offset by the Client against counterclaims not recognized by CenTrial GmbH or not legally finalized is excluded.

e) Cheques shall only be accepted by CenTrial GmbH on account of payment. Bills of exchange are not accepted as a means of payment.

f) CenTrial reserves the right to adjust the prices accordingly if wage or material costs change during the term of contract. The price adjustment clause above only applies if over 4 months have passed between conclusion of the contract and the rendering of performance.

g) CenTrial GmbH is authorised to refuse performance until counter-performance is effected, or corresponding security is furnished, particularly if there is a significant backlog of payments on the part of CenTrial the Client vis-à-vis his creditors or his poor financial situation becomes known only after the contract is concluded or his financial situation deteriorates after the contract is concluded.

14. Legal venue

The exclusive legal venue for all disputes arising from the present contract is Tübingen. German law shall apply exclusively. The German law of conflicts shall not apply.

15. Final clauses

Should one or more provisions of these terms and conditions be or become ineffective, the remaining provisions shall nevertheless remain effective. The ineffective provision must be replaced by an effective one that implements as far as possible the economic purpose of the ineffective provision. The same applies to any gaps in the contract.

CenTrial GmbH points out that the Client's data will be stored for the purpose of fulfilling the contract. In the case of seminars the data are stored for internal advertising purposes subject to withdrawal.