

Warranties

6.1 With respect to all products to be delivered, the parties agree on the following scope of the warranties of EMD Millipore:

6.1.1 The products delivered by EMD Millipore correspond to the applicable published specifications.

6.1.2 The specifications only relate to the substances and values specified, and to pharmacopoeia data and information on E numbers if applicable. Statements with regard to suitability only apply when explicitly agreed by the parties

6.1.3 Any data which is based on EMD Millipore's testing procedures, may only be compared to testing following the same procedures. Any product data listed in the catalogue or any product information provided is intended for informational purposes only and does not represent a binding statement with respect to the characteristics of the products delivered; EMD Millipore may not be held liable with respect to the accuracy of the product data provided.

6.1.4 EMD Millipore does not assume any warranty for the use of the delivered products in pharmaceutical, cosmetic or food preparations, unless such use has specifically and expressly been approved by EMD Millipore. EMD Millipore makes no warranty of merchantability or of fitness for a particular purpose.

6.1.5 Unless otherwise expressly stated in the product data or product documentation sheets, EMD Millipore products have not been tested for safety or efficacy.

6.1.6 No agent, employee or other representative has the right to modify or expand EMD Millipore's standard warranty applicable to the products or services to make any representations as to the products other than those set forth in EMD Millipore's applicable published specifications and any such affirmation, representation or warranty, if made, should not be relied upon by Purchaser and shall not form a part of this contract.

6.2 No warranty provided by EMD Millipore will apply in the event of:

6.2.1 failure to install, use or maintain the products in accordance with any instructions, specifications, use statements or conditions of use made available by EMD Millipore in writing to Purchaser, such information to include but is not limited to product data, product information, limited use information, limited use label licenses;

6.2.2 use of products, that, according to documentation accompanying the product(s), are intended for research use only, for any other purpose, which includes but is not limited to, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses or any type of consumption by or application to humans or animals;

6.2.3 any installation, repairs, modifications, upgrades, maintenance or other servicing by a third party that is not approved by EMD Millipore;

6.2.4 normal wear and tear of the products, lack of proper maintenance or incorrect stocking conditions; or

6.2.5 use of the products beyond the shelf life or expiration date of the product as set forth in the applicable published specifications or labels of such products.

6.3 The parties agree on the following duties of Purchaser in relation to inspections:

6.3.1 Purchaser shall inspect the delivered products immediately upon receipt and without delay notify EMD Millipore in writing or text format of any obvious defects or missing goods. Defects in the products which, despite immediate and proper examination by Purchaser, only become apparent at a later point in time must be notified to EMD Millipore in writing or in text format by Purchaser immediately upon discovery.

6.3.2 Complaints notified to forwarding agents or third parties do not constitute a notification in due form and shall therefore be deemed void.

6.3.3 In the event Purchaser claims non-conformance of a hazardous product, EMD Millipore shall have the right to inspect such products on Purchaser's premises. As an alternative, the Parties may seek confirmation with respect to the non-conformance of the product in question by way of an analysis carried out by a third-party laboratory; such third-party laboratory must be acceptable to both parties and carry out the respective analysis within a reasonable time frame. If the results of the analysis confirm the non-conformance of the products, the respective costs shall be borne by EMD Millipore; if the analysis does not confirm non-conformance of the product, the costs for analysis shall be borne by Purchaser.

6.3.4 EMD Millipore shall assume no warranty or liability for any complaints of Purchaser that do not comply with the stipulations of this Clause 6.3.

6.4 In case of any complaint in accordance with Clause 6.3 about warranties, subject to the limitation period in 6.5, EMD Millipore's sole obligation shall be to repair or replace, at its option, the applicable product or part thereof. If after exercising reasonable efforts, EMD Millipore is unable to repair or replace the product or the part, then EMD Millipore shall refund to Purchaser all monies paid for such applicable product or part.

6.5 The warranties set forth this Clause 6 shall be provided by EMD Millipore for a period of one (1) year from the shipment of the products. A shorter limitation period shall apply if and to the extent (i) agreed between the parties and permitted by applicable laws, or (ii) the shelf life or the expiration date of the product to be delivered – in accordance with the specifications or labels of such product – is shorter than 12 months.

6.6 OTHER THAN THE WARRANTIES PROVIDED HEREIN, EMD MILLIPORE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. EMD MILLIPORE MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS OR THE USE

THEREOF WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.