

Standard Rental Conditions of DSM R&D Solutions B.V.

Article 1 - Equipment

DSM R&D Solutions B.V., acting on behalf of its department DSM Resolve ('DSM Resolve') will make available to the user as indicated on the front page of the Rental Agreement ('User') the equipment indicated in the Rental Agreement ('Equipment'). In general the Service Level Agreement will act as Rental Agreement.

Article 2 - Use

2.1 User will use the Equipment exclusively for the purpose as set forth in the Rental Agreement and will live up to any and all instructions from DSM Resolve relating to the use of the Equipment. User acknowledges to have received the Equipment in proper condition and to keep up and return at the end of the Rental period the Equipment to DSM Resolve in such condition.

2.2 User may not make any alterations to the Equipment or use it for any other purpose without the express prior written consent of DSM Resolve. User may not alienate or encumber the Equipment, nor make it available for use by third parties, without the express prior written consent of DSM Resolve. DSM Resolve is at all times entitled to check if User uses the Equipment conforming to the provisions of this Rental Agreement. DSM Resolve shall at all times remain the full and unrestricted owner of the Equipment.

2.3 Any alteration to or adjustment of the Equipment by User, will be the property of DSM Resolve, and DSM Resolve, at its sole option, may decide, whether to accept the alteration or adjustment or to return the Equipment to its original status, for the account of the User.

Article 3 - Liabilities

3.1 During the Rental period, the full risk, responsibility and liability with respect to the Equipment rests upon the User.

3.2 Except in case of gross negligence or willful misconduct, DSM Resolve shall not be liable for any defects, hidden or not, to the Equipment or instructions. DSM Resolve hereby disclaims any and all warranties, express or implied, including fitness for particular purpose, concerning the Equipment. In no event shall DSM Resolve be liable for indirect or consequential damages.

3.3 Irrespective of User's fault, User is liable for any and all damages to or loss of the Equipment and for any and all damages or claims from third parties, including but not limited to User's employees, caused by the use of the Equipment by User, and User will release, defend and indemnify DSM Resolve and its employees from any and all damages to this respect. Use of the Equipment as stated in this Rental Agreement will include use of results obtained by use of the Equipment.

Article 4 - Repair/maintenance

4.1 Unless otherwise agreed in writing, any repair and/or maintenance work relating to the Equipment will be performed by DSM Resolve. In case this repair and/or maintenance work is, to DSM Resolve's opinion, attributable to the (improper) use of the Equipment by User, User will be held liable for the forthcoming costs.

4.2 In case any repair and or maintenance work is, at DSM Resolve's sole discretion, deemed necessary during the Rental period, DSM Resolve is entitled to collect the Equipment from User and perform the necessary work. DSM Resolve sole liability to this respect will be limited to a reimbursement or compensation of User for the Rental fee already paid or due for the term of repair or maintenance.

Article 5 - Payment

User will pay any sums due under this Agreement within fourteen days after receipt of an invoice by DSM Resolve. Payment will be made without any deduction or set off by User. If payment has not been made on the due date, User shall owe interest to DSM Resolve on the amount due over the elapsed period; the interest will be calculated at an annual rate that is 3 points above the official discount rate for promissory notes of De Nederlandsche Bank.

Article 6 - Notification by User

User will notify DSM Resolve in case of malfunctioning of the Equipment and in case User is confronted with a liquidation, winding up (petition), dissolution, bankruptcy or moratorium of its business.

Article 7 - Default

In case of any of the events set forth in Article 6 or in case User, to DSM Resolve's opinion, does not use the proper care for the Equipment or in case User is in default of any of its obligations under this Agreement and has not remedied such default within due time after written notification of DSM Resolve indicating such default and the term of remedy, DSM Resolve is entitled to terminate this Rental Agreement forthwith and to collect the Equipment from User at User's costs, without any remuneration, reimbursement or damages being due to User.

Article 8 - Force Majeure

Force Majeure shall mean all circumstances beyond the reasonable control of DSM Resolve and affecting DSM Resolve's ability to live up to its obligations of this Agreement. This shall include, without being limited to it, compliance with any order, request or measure of governmental or other competent authority, wars, hostilities, public disorder, sabotage, strike, lockouts, labour or employment difficulties, floods, fire, accidents, breakdowns and acts of God, resulting in the interruption or unavailability of products, production, transportation, delivery, storage and employees. DSM Resolve shall not be liable to User for any loss or damage resulting from noncompliance or failure to comply in time or in full, with any obligation caused by Force Majeure.

DSM Resolve shall not be required to remove any such cause or to replace or provide any alternative to the affected source, if that would involve additional expense or a departure from its normal practice.

Article 9 - Deposit

DSM Resolve is entitled to demand a deposit for the Equipment used by User. User will make, prior to the delivery of the Equipment, the deposit for the amount stated on the front page of the Agreement. Within 30 days after return of the Equipment to DSM Resolve in proper condition, DSM Resolve will reimburse the deposit to User. In case of any damages to the Equipment or DSM Resolve whatsoever, DSM Resolve is entitled to compensate itself with the deposit of User and DSM Resolve will notify User of any such compensation. DSM Resolve is also entitled to demand a deposit from User during the Rental period.

Article 10 - Additional Services

In case DSM Resolve will provide any additional services relating to this Agreement, such as personnel, instructions or support, this will be subject to further negotiations between the parties. Nevertheless, such services will always be subject to the General Conditions for the Supply of Services of DSM R&D Solutions B.V., as attached hereto as Appendix A.

Article 11 - Law/Disputes

Dutch law will apply to this Agreement. In case of any dispute among the parties which cannot be resolved amicably, the District Court of Maastricht, the Netherlands, will have exclusive jurisdiction, notwithstanding DSM Resolve's right to submit the dispute to the court competent for the municipality of User.

THESE CONDITIONS HAVE BEEN FILED AT THE OFFICE OF THE TRADE REGISTER OF THE CHAMBER OF COMMERCE FOR HEERLEN, THE NETHERLANDS, FILE NUMBER 14118688.

Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.