

Terms and Conditions of Sale

AGREXIS AG

01. January 2013

General Terms & Conditions of Sale

AGREXIS AG, (“**Agrexis**”) shall provide the services (“**Services**”) described in the AGREXIS invoice, quotation, protocol, or statement of work (“**Agrexis Document**”), and customer shall purchase the Services pursuant to the specifications contained in the Agrexis Document and in accordance with the following terms and conditions:

I. Binding Character

All purchases of Services are (a) governed by these terms and conditions. Submission of a purchase order to Agrexis and/or the customer’s acceptance of delivery of Services shall be deemed agreement to these terms and conditions. Any and all terms and conditions (including any which may be delivered by customer with any purchase order or other commercial document) which are different than, or inconsistent with, or supplement these terms and conditions are rejected unless otherwise expressly agreed to by Agrexis in writing. Instructions in a purchase order relating to the date and method of delivery for Services shall be controlling only if accepted by Agrexis in writing. No modification of these terms and conditions shall be binding or enforceable unless expressly agreed to by Agrexis in writing.

II. PROVISION of Services

Agrexis will perform the Services in accordance with the Agrexis Document, which may be amended from time to time upon the mutual agreement of Agrexis and the customer. Agrexis will adhere to all government laws, rules and regulations (collectively referred to herein as “**Laws**”) applicable to the performance of the Services. If an amendment requires additional or different services on the part of Agrexis, Agrexis may agree to perform such services and will be paid an amount mutually agreed to by the parties. Deviations from the Agrexis Document may be made in an emergency without the customer’s approval, provided that Agrexis shall use commercially reasonable efforts to obtain the customer’s verbal approval, which shall be subsequently confirmed by the customer in writing. The parties acknowledge that during the course of performing the Services in accordance with the Agrexis Document, additional costs may be incurred by Agrexis as a result of procedural changes which do not amount to or require a change in the Agrexis Document, but which are deemed necessary by Agrexis to successfully perform the Services, and which could not be foreseen at the date of the Agrexis Document. If such procedural changes occur, Agrexis shall advise the customer prior to their implementation and solicit the customer’s agreement as to the necessity and additional cost thereof. Should Agrexis be unable to contact the customer in advance, the customer agrees that, in order to maintain the integrity of the Services, Agrexis may proceed accordingly and Agrexis shall be entitled to recover such additional costs from the customer upon presentation of an explanation of such procedural changes and the necessity thereof.

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III. PAYMENT Terms

Prices for Services will be as set forth in an Agrexis Document. If the customer is tax exempt, then it will be the customer's responsibility to provide Agrexis with written proof of the customer's tax exempt status. Unless otherwise stated, the prices do not include, and the customer agrees to pay, all applicable, taxes, duties, packaging and shipping charges.

The customer will pay Agrexis as set forth in the Agrexis Document. All invoices are due and payable in the currency stated on the invoice within thirty (30) days from the date of the invoice, and the customer agrees to pay all invoices submitted. All amounts not paid by the customer when due may, at the option of Agrexis, accrue interest from the applicable due date until paid, at a rate that is the lower of (a) the highest rate permitted under applicable Laws and (b) 1.5% per month. In addition, Agrexis may elect to cease or suspend the Services or withhold required reports or other deliverables in the event that the customer does not make payments when due and payable.

If, in the judgment of Agrexis, customer's financial condition is precarious or there has been a materially adverse change in customer's financial condition, Agrexis shall have the right to demand payment or other assurances that it deems adequate before providing any additional Products or Services.

IV. Confidentiality

In the course of performing the Services, Agrexis and the customer may exchange proprietary or confidential information. The parties will identify, in writing, such information as confidential and/or proprietary. If a party intends to disclose confidential information to the other party orally, the disclosing party shall (a) alert the other party of the confidential nature of the disclosure prior to the disclosure and (b) provide written notice to the other party of the confidential nature and contents of such disclosure within ten (10) days after making the original disclosure. Each party will use its commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or disclosure unless required to disclose such information by applicable Laws. Neither party shall use the other party's proprietary and/or confidential information for any purpose other than in performance of this Agreement. The confidentiality provisions of this Section shall not apply to any part of such information, which (a) is known to the receiving party at the time it was obtained from the disclosing party; (b) is acquired by the receiving party from a third party, and such third party is not known to the receiving party to be bound by an obligation of confidentiality to the disclosing party or otherwise prohibited from transmitting such information to the receiving party; (c) is or becomes published or otherwise in the public domain other than by violation of this Agreement by the receiving party; (d) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (e) is required to be disclosed by the receiving party to comply with applicable Laws; provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the

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disclosing party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

V. LIMITED Warranty

Agrexis warrants that the Services shall conform in all material respects to the specifications contained in the Agrexis Document and applicable Laws at the time of delivery or completion. Agrexis does not warrant or represent that the results of the Services will be acceptable to any regulatory or governmental agency to which they are presented or that the results of the Services will enable the customer to further develop, market or otherwise exploit any product or service.

Other than described herein, AGREXIS makes no representation or warranty of any kind, express, implied or statutory, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, non-infringement of any patent, trademark or other intellectual property rights or otherwise. Customer assumes all risk and liability resulting from the use of the products and services. All obligations or liabilities of AGREXIS for damages arising out of or in connection with the production, use, or performance of its services or products, except as provided herein, are fully disclaimed and excluded.

Any claim for breach of this limited warranty must be made in writing to Agrexis upon discovery of such loss or damage and no later than the date that the Services are completed, after which time the Services shall be deemed finally accepted.

VI. LIMITATION of Liability

Agrexis will not be liable for penalties or liquidated damages or for special, indirect, consequential, punitive, exemplary or incidental damages of any type or kind (including, without limitation, lost profits) regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if Agrexis is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

Agrexis' liability, regardless of the form of action, shall be limited to actual damages and shall not exceed the total price paid for the Services with respect to which such liability arises. In no event shall Agrexis be liable for any damages arising from or in connection with any decision by the customer or any third party.

Subject to the limitations set forth in this Section, in the event that Agrexis commits a breach of the limited warranty set forth in the Limited Warranty Section above, Agrexis' sole liability, and the customer's sole remedy, shall be for Agrexis to conform the portion of the Services giving rise to the breach to the relevant specifications.

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VII. FORCE Majeure

Agrexis shall not be responsible for any delays arising, directly or indirectly, from fires, floods, earthquakes, explosions, strikes, labor difficulties, acts of terrorism, riots, war, insurrection, embargo, government decrees or orders, civil or military authority, acts of God, or any other event, occurrence or condition which is beyond Agrexis' reasonable control.

VIII. Applicable Law

These terms and conditions will in all events and for all purposes be governed by, and construed in accordance with, the laws of Switzerland, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

IX. SEVERABILITY

Each provision of these terms and conditions is severable, and if any provision shall at any time be held to be contrary to law or invalid or unenforceable, the remaining terms, conditions and provisions shall not be affected thereby but shall remain in full force and effect. As used in this Section "provision" shall mean and include any word, clause, sentence, sub-paragraph, paragraph, section or portion of these terms and conditions.