



**Testing of Commodities, Feed, Seed
and other Agricultural Products**

Protein Test Kits

Product List

2008

Cat #	Item	Package Size
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GMO Protein Tests: TraitChek™ Dipsticks (SDI)

TraitChek™ is a product of Strategic Diagnostics, Inc., USA, and is distributed by GeneScan in many European and Asian countries. Please inquire for your country.

TraitCheks are the easiest and fastest way to test for GMO (genetically modified organisms).

TraitCheks are very easy to use and give reliable results within some minutes. They are only suitable for raw materials like bulk grain, seed, leafs (exception: toasted soymeal). More lateral flow tests (e.g. for cotton seed testing) are available on request.

5226455110	TraitChek RoundupReady™ Bulk Soybean Grain	100 Strips
5226455101	TraitChek RoundupReady™ Bulk Soybean Grain	10 Strips
5226455810	TraitChek RoundupReady™ Soy Toasted Meal	100 Strips
5226455210	TraitChek RoundupReady™ Soy Leaf/Seed	100 Strips
5226455310	TraitChek Bt1 Corn Grain (for MON810, Bt11/Bt10), water extraction; sensitivity 1%	100 Strips
5226456610	TraitChek Bt1 Corn Grain (for MON810, Bt11/Bt10); with extraction buffer; sensitivity 0.8%	100 Strips
5226455410	TraitChek Bt1 Leaf/Seed (for MON810, Bt11/Bt10)	100 Strips
5226455710	TraitChek LibertyLink™ Bulk Grain (corn, canola, beet)	100 Strips
5226455610	TraitChek LibertyLink™ Leaf/Seed	100 Strips
5226456910	TraitChek LibertyLink™ Bulk Rice (for LL62 and LL601 rice)	100 Strips
5226455920	TraitChek Bt1/LL Grain Combo Kit	2 x 100 Strips
5226456210	TraitChek Bt1F Corn Grain (for Herculex™ I corn), with extraction buffer	100 Strips
5226456310	TraitChek Bt1F Leaf/Seed (for Herculex™ I corn)	100 Strips
5226458110	TraitChek Cry34Ab1 Corn Grain (for Herculex™ RW corn)	100 Strips
5226456410	TraitChek Cry3Bb Corn Grain (for MON863 (MaxGard™) corn)	100 Strips
5226456510	TraitChek Cry3Bb Leaf/Seed (for MON863 (MaxGard™) corn)	100 Strips
5226455510	TraitChek Bt9 Bulk Corn Grain (for StarLink™ corn)	100 Strips
5226456010	TraitChek NK603 Corn Grain (also for RoundupReady™ sugarbeet, canola, soya)	100 Strips
5226458010	TraitChek Triple-Trait Corn (Bt1, NK603 and MON863) Bulk on a single strip	100 Strips
5226456810	TraitChek RoundupReady™ Alfalfa Bulk	100 Strips

Cat #	Item	Package Size
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GMO Protein Tests: GMOChek™ ELISA Tests (SDI)

GMOChek™ is a product of Strategic Diagnostics, Inc., USA, and is distributed by GeneScan in many European and Asian countries. Please inquire for your country.

GMOCheks are ELISA tests, all kits include standards for (semi-)quantitative testing. For the RoundupReady™ soy tests there are different standards available.

5226450801	GMOChek Bt1 Maize Test Kit (for MON810, Bt11/Bt10), standards included	96 well plate
5226450701	GMOChek Bt9 Maize Test Kit (for StarLink™ corn)	96 well plate
5226450101	GMOChek RoundupReady™ Soya Grain, Full Fat Soy Flour Standards included	96 well plate
5226450102	GMOChek RoundupReady™ Soya Grain, Defatted Soy Flour Standards included	96 well plate
5226450901	GMOChek RoundupReady™ Soya Meal, Full Fat Soy Flour Standards included	96 well plate
5226450902	GMOChek RoundupReady™ Soya Meal, Defatted Soy Flour Standards included	96 well plate
5226450903	GMOChek RoundupReady™ Soya Meal, Soy Protein Isolate Standards included	96 well plate
<i>Soya Standards for semi-quantitative testing with GMOCheks RuR Soya Grain and Meal, each set with 0%, 0.3%, 1.25%, 2.5% w/w GMO</i>		
5226450201	Full Fat Soy Flour Standards (for flour, e.a. meal and grits)	4 standards
5226450401	Defatted Soy Flour Standards	4 standards
5226450601	Soy Protein Isolate Standards	4 standards

Cat #	Item	Description
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FeedChek™ Protein Test for Meat and Bone Meal (SDI)		
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FeedChek™ is a product of Strategic Diagnostics, Inc., USA, and is distributed by GeneScan in many European and Asian countries. Please inquire for your country. FeedChek is made for testing of feed and pet food for meat and bone meal (MBM) and offers two tests on one strip: vertebrae and mammals. The dipsticks are easy to use and give reliable results within some minutes.

5226456702	FeedChek Test for MBM (with sample buffer)	20 Strips
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Contact

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Terms and Conditions

- Products are sold by Eurofins GeneScan GmbH, a company of GeneScan Europe AG, member of the Eurofins Group.
- All sales are subject to the attached Standard Terms and Conditions of Eurofins GeneScan GmbH.
- Valid starting from January 1st, 2008. Terms and Conditions and prices of previous price lists expire. Prices are subject to change.
- Delivery on buyer's expense and risk, EXW Freiburg Incoterms 2000, prepaid and added, unless ordered differently by customer.
- Refunds and Credits are not provided on unused or expired kits.
- Eurofins GeneScan as distributor shall not be liable for indirect, direct or consequential damages resulting from economic loss or property damages sustained by any customer from the use of SDI products purchased through GeneScan.
- LibertyLink™, StarLink™, Maximizer™, RoundupReady™, YieldGard™, Herculex™: These are trademarks of Bayer CropScience, Syngenta, Monsanto and Dow.

Standard Terms and Conditions of Eurofins GeneScan GmbH

I. Area of Application

These Standard Terms and Conditions apply to all current and future offers made by, and agreements concluded with, EUROFINS GENESCAN GMBH (hereinafter "EFG"). The Customer's general terms and conditions shall not apply.

II. Placement of Order

EFG's offers are non-binding. Contracts shall only come into effect by way of our written order confirmation or by way of delivery. The subject matter of the contract, and in particular the scope of the order, shall be determined solely by EFG's order confirmation.

EFG reserves all rights of ownership and copyright over its illustrations, drawings, calculations and other documents; their disclosure to third parties requires the express written consent of EFG. EFG reserves the right to subcontract analyses to other qualified laboratories.

III. Prices and Payment Conditions

Provided nothing has been agreed to the contrary, EFG's prices apply 'ex works' excluding packaging which is charged separately in the invoice. EFG's prices do not include the statutory value-added tax.

EFG reserves the right to increase the prices appropriately if substantial unforeseen cost increases occur after the agreement is signed, particularly as the result of collective bargaining agreements or increases in the cost of personnel and material. In case of a more than insubstantial increase in price the Customer may rescind the agreement.

EFG is entitled to charge up to 30 % of the agreed price on placement of the order. This amount is due immediately without deductions upon receipt of the order confirmation.

The Customer is only entitled to a set-off in respect of rights which have been upheld by declaratory judgement, are uncontested or recognised by EFG.

IV. Delivery of Samples or Materials

EFG shall be entitled to examine the samples or materials provided by the Customer as to their suitability for analysis or production. The Customer shall bear the costs of such examination if the samples or materials do not comply with the required standard of quality. Where initial examination reveals that analysis or production is not possible, or would be very difficult – particularly as a result of the samples or materials becoming infiltrated or degraded by foreign materials – EFG shall be entitled to rescind the contract. The Customer shall bear any costs already incurred by Contractor.

The Customer shall be under a duty to provide EFG with information as to the composition and condition (esp. pre-treatment, and/or additives) of the samples or materials which it has supplied. If the Customer fails to comply with this obligation within a reasonable time as set by EFG, EFG may rescind the contract and request compensation of its expenses.

If the samples or materials possess properties or contain substances which were not reported by the Customer, EFG shall be entitled to charge the Customer for any resulting additional costs or to rescind the contract in return for reimbursement of the costs so far incurred.

Samples sent in by the Customer or samples taken by EFG shall become the property of EFG insofar as they are necessary for the purposes of fulfilling the contract. EFG may either return or dispose of unused sample material at the Customer's expense. Any costs incurred in connection therewith

(transport/insurance/disposal etc.) shall be borne by the Customer.

V. Special Duties of Customer with Regard to Nucleic Acids

If the products or analyses supplied by EFG contain nucleic acid sequences or information which is the intellectual property of

EFG, the disclosure or utilisation of any information provided by EFG requires the express and written consent of EFG which may be revoked at any time.

Products based on the intellectual property of EFG may not be copied, produced or reproduced without EFG's written consent.

In the event of a culpable breach of these duties, the Customer shall pay lump sum damages amounting to 10 % of the gross order value. Both parties retain the right to show that a higher or lower level of loss has been incurred.

VI. Delivery and Acceptance

Delivery periods shall not commence until all technical questions have been clarified and the appropriate samples have been delivered on time.

Delays in the delivery of products and services arising due to force majeure and events which substantially impede or prevent delivery by EFG, and for which EFG is not responsible, shall entitle EFG to postpone delivery for the duration of such events plus an appropriate start-up period, or to cancel the as yet unfulfilled part of the contract, in whole or in part. If the events obstructing performance continue for longer than three months, the Customer shall be entitled to cancel the as yet unfulfilled part of the contract, after an appropriate extension of time has expired. EFG may only invoke the said circumstances provided that it informs the Customer promptly.

EFG is entitled to make partial deliveries and to perform partial services at any time provided this is reasonable for the Customer.

VII. Passing of Risk

The risk of accidental destruction or damage shall pass to the Customer as soon as the subject matter of the contract has been given over for transport or readiness for transport has been notified. This shall apply irrespective of whether dispatch takes place from the place of

performance and of who is to bear the cost for transport.

VIII. Warranty Claims

If the goods or services supplied by EFG prove to be defective, the Customer's rights to claim under warranty shall be governed by the statutory provisions, subject to the proviso that the Customer may initially only claim subsequent performance. EFG shall either replace the defective goods or carry out repairs, as it thinks fit. Where the complaint is justified, EFG shall be obliged to bear the cost of work and materials necessary for correcting the defect, provided such costs are not increased by transferring the goods to a location other than the place of performance.

In the event that subsequent performance fails, then, without prior extension of time, the Customer shall be entitled to a reduction in the purchase price or, in the case of not insubstantial defects, may rescind the contract. In addition, the Customer may claim damages in accordance with Clause X.

The warranty period shall be twelve months as from the date on which risk passes or from the date of acceptance. Damages claims under Clause X shall remain unaffected.

IX. Analyses and Orders for Expert Reports

The Customer is aware of the fact that some analyses may be impossible for reasons which are beyond EFG's control. No liability for success can therefore be accepted. The same applies to subcontractors where subcontracts are granted.

If the Customer raises an objection to a test result reported by EFG, the result shall be reviewed by EFG or by a third party on EFG's behalf. If the result, subject to the objection, is confirmed, the Customer shall bear the costs of the repeat testing. Otherwise, the test result shall be corrected free of charge.

A repeat test can only be performed if the condition of the sample, or goods to be sampled, make such retesting possible.

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The Customer is required to indemnify EFG against any compensation claims by third parties in the event of any further use of expert reports, test certificates or reports.

X. Liability

EFG shall be liable in accordance with statutory provisions for any culpable breach of fundamental contractual obligations. However, provided that EFG has not acted intentionally or with gross negligence, it shall only be liable for foreseeable damage and loss which typically occur in such cases.

As regards all other breaches of duty, EFG shall only be liable where damage is caused by one of its statutory representatives or agents acting intentionally or with gross negligence.

In the case of a guarantee and for damages in respect of death, physical injury or damage to health, EFG shall be liable in accordance with the statutory provisions.

Liability under the Product Liability Act remains unaffected.

Otherwise, damages claims against EFG arising from breaches of duty are excluded.

XI. Reservation of Title

EFG reserves title to the delivered goods until all outstanding balances arising out of the business relationship with the Customer have been settled.

Provided the Customer has not defaulted on payment, it shall be entitled to dispose of the goods, subject to the reservation of title, in the ordinary course of business. By way of security, the Customer hereby assigns to EFG any claims arising from the resale or based on other legal grounds (insurance, tort etc.). If the goods subject to the reservation of title are sold with other goods at an all round price, the assignment shall be limited to the proportionate amount of EFG's invoice (including value added tax) which relates to the said reserved goods. Provided the Customer duly complies with its obligations arising out of the business relationship with EFG, it shall be entitled to call in the claims which it has assigned

to EFG. On request, the Customer shall disclose the assignment and provide EFG with the information required in order to call in the claims.

If the realisable value of the security granted to EFG exceeds EFG's claims by more than 10 %. EFG shall be obliged to release the securities, in the amount of the excess, in the order that it thinks fit.

XII. Duty of Confidentiality

The Customer is required to maintain the confidentiality of all services provided by EFG and their results as well as the composition of the products delivered by EFG.

Expert reports, test reports and other reports may only be disclosed, published or reproduced, in whole, in part or in summary, with the consent of EFG.

XIII. Written Form

Amendments and additions as well as ancillary agreements require written confirmation by EFG.

XIV. Jurisdiction, Application of German Law

The place of performance for the mutual obligations arising out of the contractual relationship is Freiburg i. Br. The place of jurisdiction for all disputes arising in connection with this contract shall be Freiburg i. Br.. EFG is however also entitled to bring an action against the Customer at its corporate domicile or personal place of residence, if it so chooses, or to refer the dispute to a tribunal appointed in accordance with the Settlement and Arbitration Regulations of the International Chamber of Commerce (ICC), for a final decision.

German Law shall apply.

XV. Severance Clause

In the event that individual provisions of these conditions or the rest of the agreement, prove to be invalid this shall not affect the validity of the other provisions. Provided that non-mandatory law does not apply, the invalid provision shall be replaced by a provision which comes closest in its economic content to the invalid provision. The same applies in the event of omissions.