

# GENERAL CONDITIONS OF SALE

## Article 1 - Area of Application

- 1.1 These general conditions are applicable to all of our sales.
- 1.2 Every purchaser who gives us an order in any way whatsoever will be held to have accepted these general conditions prior to giving the order.
- 1.3 All other conditions provided for in an order form or in any other document emanating from purchaser will be regarded as not being applicable, with the exception of special conditions expressly accepted in writing by our company.

## Article 2 - Offer and order

- 2.1 No order given by word of mouth will be acted upon until it is confirmed by a written order form.
- 2.2 A sale will be held to be agreed only after we have given our written acceptance of the order we have received.
- 2.3 Our agents and representatives have no representational powers. No offer, acceptance of order, or undertaking that these persons negotiate on our behalf will be binding on us until it has been accepted or confirmed in writing by a director or executive of our company duly authorized for this purpose.

## Article 3 - Price

- 3.1 Our prices are quoted ex-VAT in Euros. Any increase in the VAT rate or new tax imposed between the time of the order and the time of delivery will be borne by purchaser.
- 3.2 Unless otherwise provided in our special conditions, our prices are only for the supply of the products described in the special conditions to the exclusion of all other works and services, and in particular installation and assembly works. If such works are ordered by the purchaser, these will be invoiced to him in addition to the prices provided for in our special conditions.
- 3.3 The minimum order amount is 100€ (excluding delivery charges). Orders below this amount will be charged with an administrative cost of 50€. Prices are subject to change without prior notice.

## Article 4 - Taxes.

Customer is responsible for sales tax and any other taxes or governmental fees associated with the Order. If Customer qualifies for a tax exemption, Customer must provide Diagenode with a valid certificate of exemption or other appropriate proof of exemption. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes)

## Article 5 - Payment

- 5.1 Our invoices are payable at our principal office within thirty calendar days of the invoice date. Payments should mention the references indicated in our invoice.
- 5.2 Our agents and representatives have no authority to collect the amount of the invoice unless other expressly provided otherwise.
- 5.3 In the event of an invoice not being settled upon the expiry date, the entirety of our invoices to purchaser will become immediately payable.
- 5.4 Once the payment period has expired, the purchaser becomes automatically liable for the payment of interest for late payment of 12% per annum without formal notice of default being necessary.
- 5.5 All invoices that have not been settled by the due date will moreover be increased as of right and without formal notification of default by an automatic penalty of 10% of the outstanding sum by way of compensation and interests, with an absolute minimum charge of EUR 40.
- 5.6 Should the creditworthiness of purchaser deteriorate, we reserve the right, even after the partial completion of an order, to require the buyer to provide such guarantees that we deem fit with respect to the satisfactory performance of the undertakings that have been entered into. A refusal to provide such guarantees gives us the right to cancel all or part of the order.
- 5.7 All complaints regarding the invoiced amounts must reach us within 15 days of the invoice date, in the absence of which the invoice will be held to be accepted irrevocably and in its entirety.

## Article 6 - Procedures for deliveries

- 6.1 Except when provided otherwise in our special conditions, the delivery will be made Free Carrier at the address indicated by purchaser on his order form (FCA – Diagenode sa, Rue Bois Saint-Jean 3, B-4102 Seraing (Ougrée), Belgium) (Incoterms 2000). Nonetheless should purchaser so request, we can arrange the carriage contract subject to the usual conditions, at the risk and expense of purchaser.
- 6.2 Purchaser bears all risks relating to the products sold as of their delivery, in particular relating to their carriage, even if we take charge of this carriage or of its organization.

## Article 7 – Shipping Charges; Title; Risk of Loss.

Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to the Products passes from Diagenode to Customer upon delivery to carrier for shipment. Loss or damage that occurs during shipping (including returns) is the responsibility of the Customer. Shipping and delivery dates are estimates only. Diagenode shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer if Diagenode fails to meet the specified delivery schedule because of production or other delays including but not limited to delays caused by labor troubles (including without limitation, strikes, slowdowns and lockouts), civil disturbance, government regulations, inability to obtain or revocation of export and import licenses, interruptions of or delay in transportation, material shortages, power failures, accidents or any other fact beyond Diagenode's control. In case of force majeure Diagenode is exempted from the commitment of delivery for the duration of the disturbance. In that case Diagenode reserves the right of cancellation. In case of delivery delay at the express request of the Customer or through its fault, the Customer carries the costs and risk of storage of the products. Delays in delivery can in no case give rise to the cancellation of the order.

## Article 8 - Reservation of ownership

The delivered products remain our property until the price has been paid in full, even in the event of the transformation or incorporation of the products into other goods.

## Article 9 - Approval

The products are held to have been approved by the purchaser by the elapse of no more than fourteen calendar days after the delivery, except in the event of a precise and detailed protest sent to us by registered letter before the expiry of this period. The approval will cover all patent defects, that is to say all those defects that it is possible for the purchaser to discern at the time of the delivery and during the period of 14 calendar days following the delivery as a result of close and careful examination, in particular those defects relating to the specifications and the operation of the products sold.

## Article 10 - Limitation of liability

After delivery has been effected, we cannot assume any other liability other than that provided for by Article 8. In consequence we cannot be held liable for any damage or interest arising from accident sustained by persons, damage to goods distinct from the sold products, loss of earnings or any other loss arising directly or indirectly from defects in the products.

## Article 11 - Rescission of the Sale

We have the right to revoke the sale as of right and without formal notice of default, by notification of the purchaser of our intention by registered letter, in the event of non-performance by the purchaser of one or other of his contractual undertakings, in particular if he is late in settling an invoice by more than 30 days, or if it should appear that he will not perform or that there is serious likelihood that he will not perform one or more of his main undertakings, even before he is required to perform such obligation. In the event of the rescission of the sale in application of the foregoing paragraph, purchaser will be liable for automatic damages and interest of 10% of the sale price.

## Article 12 - Applicable Law

Our sales are governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980 - CISG) even when the parties are domiciled in one and the same state. All disputes directly or indirectly related to our contractual relations with the purchaser will be submitted exclusively to the Courts of the Judicial District of our principal office.