

Genoscreen - General Terms and Conditions of Sale

version 2015/04, effective August 1st 2015

1. Scope

1.1. These General Terms and Conditions of Sale shall apply to all orders of products and services submitted to GENOSCREEN SAS, located at 1, rue du professeur Calmette – 59000 Lille – France.

1.2. GENOSCREEN shall modify the present General Terms and Conditions of Sale at any time, providing they will be published on the following websites: www.genoscreen.fr or www.genoscreen.com. The applicable Terms and Conditions for any given contract shall remain those in effect at the time of signature.

1.3. These General Terms and Conditions of Sale detail the rights and duties of GENOSCREEN and its customers, within the framework of the sale of all the products and the services marketed by GENOSCREEN. The products and services include the kits, software, genomic analysis, identification and typing of microorganisms, bioinformatic analysis, trainings, customized services.

1.4. Any order made by the customer implies the client acceptance without reserve of the present General Conditions. It excludes the general or particular conditions of the customer which GENOSCREEN would not have accepted expressly in writing.

1.5. When specific conditions are mentioned in the GENOSCREEN offers (quotes), they enrich the General Conditions of Sale. In case of difference, they prevail over the General Conditions of Sale.

2. Quotes and Orders

2.1. Unless otherwise stipulated in the GENOSCREEN quotes, the time limitation for the validity of the offers is of three months.

2.2. Any order which would not make a reference to a written offer (quote), will bind the company only if a written acceptance has been sent by GENOSCREEN.

3. Prices and Places

3.1. GENOSCREEN Prices are listed in euros, or USD, exclusive of tax.

3.2. Taxes can be added to those prices, among which the VAT. The clients are liable for taxes.

3.3. Except opposite mention in the offers, the packing expenses in dry ice and postal charges are not included.

3.4. Except opposite mention in the offers, prices are listed ExWorks Genoscreen (according to Incoterms® 2010).

3.5. The prices of GENOSCREEN only refer to the supply of products and services described in the offers (quotes). If other products or services are ordered, they will be charged to the customer besides the price mentioned in the offers.

3.6. GENOSCREEN reserves the rights to modify its price lists at any time. However, GENOSCREEN makes a commitment to charge products and services ordered at the prices indicated on the offers, under the conditions of the time limitation validity of the aforementioned offers.

3.7. The services specified to articles 1.1. and 1.3. can be indifferently realized in the premises of GENOSCREEN, or at a service provider qualified by GENOSCREEN.

3.8. Any order for an amount below € 250 will be increased by 30 € for administration fees unless otherwise stated in the commercial offers.

4. Delivery

4.1. Delivery of services or products is made within the period or time agreed in each quote.

4.2. The customer shall have no right to indemnity or any other claim in the event of late delivery. The customer shall not have the right to withdraw from the contract, unless otherwise stipulated written and accepted by GENOSCREEN.

4.3. The customer shall inspect shipments on the day of delivery. He shall immediately notify GENOSCREEN in writing of any defects in the delivery or in the product. This notification has to be made within 8 days from the date of delivery.

4.4. The responsibility of GENOSCREEN cannot be evoked if the non-execution, or the delay in the execution, of one of its obligations described in the present General Conditions of Sale happens in the event of force majeure.

4.5. Force majeure is defined as any unforeseeable deed, fact or event, as defined in Article 1148 of the French Code Civil, and recognized as such by the French courts.

5. Payment

5.1. Payment has to be done within 30 days from date of invoice, in the currency mentioned on the invoice.

5.2. Any complaint relative to an invoice must be transmitted in writing, in the head office of GENOSCREEN, no later than eight calendar days after its reception. If not, the customer cannot dispute any more this invoice.

5.3. Any unpaid invoice when due will produce, without formal notice, a 10 % late-payment interest (annual rate) which will be charged prorata temporis on the due amount, to which will be added a fixed 40 Euro compensation for collection charges.

6. Reservation of title

6.1. All goods and results shall remain the property of GENOSCREEN until the terms of the contract are fulfilled and all payment obligations are discharged.

7. Intellectual property

7.1. When the GENOSCREEN services and/or products are subject to trade secrets, know-how or IP rights, the customer undertakes not to act in any way to undermine or contest in any manner any such rights.

7.2. The use by the customer of the brands protected by GENOSCREEN is submitted to the preliminary agreement of GENOSCREEN.

7.3. Except as otherwise provided in an agreement, GENOSCREEN retains exclusive ownership on any intellectual property concerning its products and services.

8. Warranty

8.1. The warranty of products implies their free replacement if it is established that they are defective because of a material or manufacturing defect.

8.2. GENOSCREEN guarantees that the services and the results supplied to the customer respect the rights of third parties and are not illegal.

8.3. The services and the products provided by GENOSCREEN are not intended to be used for purposes of medical diagnosis. The customer is solely responsible for their use.

8.4. The customer confirms that the biological material supplied to GENOSCREEN is not illegal and does not violate the rights of third parties.

8.5. The customer is responsible for the prevention of any damage risk, or deterioration risk, of the biological materials or the documents which he sends to GENOSCREEN. This applies until reception at GENOSCREEN.

8.6. GENOSCREEN shall not be liable for any fraudulent use by the customer of the results of his works.

8.7. GENOSCREEN is responsible for the good progress of the service, according to the professional rules normally applicable to this type of service.

8.8. GENOSCREEN shall not be liable for defects if the customer does not supply samples or data in the required quality and quantity, as well as any information necessary for the service delivery.

8.9. When the service offer is ended, GENOSCREEN assumes no more responsibility other than those planned in Section 8. As a consequence, GENOSCREEN cannot be asked to repair damage undergone by the customer following modifications brought to the results of the service delivery by the customer or whoever except the staff of GENOSCREEN.

9. Confidentiality

9.1. GENOSCREEN considers as strictly confidential, and will not disclose, any information, document, data or concept, that will be provided for service.

9.2. GENOSCREEN shall not be liable for disclosure if the information was in the public domain at the date of the disclosure, or if GENOSCREEN had knowledge of it, or could obtain it from a third party by justifiable means.

10. Personal Data

10.1. GENOSCREEN collects personal data in order to perform its services. These data are used only in relation to the services and communicated only to Genoscreen employees. In application of the law n°78-17 "Informatique et libertés" of January the 6th of 1978, any client whose personal data has been collected can request access to and, if needed, modification of these data to GENOSCREEN.

11. Applicable law

11.1. The present Terms and Conditions for Sale are governed by the French laws.

11.2. In case of difficulty on the interpretation or the execution of the contract, the parties will use their best efforts to amicably resolve any dispute between them. If the parties shall fail to reach an amicable settlement, any dispute or complaint will be subjected to the exclusive competence of the courts of Lille.

GENOSCREEN

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