

**Fujirebio Europe NV**  
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**GENERAL TERMS AND CONDITIONS OF SALE**  
**applicable to the sale of products - not applicable to the sale of instruments**

**Applicable from November 25, 2020**

**1. IN GENERAL**

Unless expressly stated otherwise, the present General Terms and Conditions of Sale shall apply to any and all sales by Fujirebio Europe NV (“**Seller**”) of goods or services with the exception of instruments (“**Products**”) to a purchaser who is an end user (“**Purchaser**”). The General Terms and Conditions of Purchase of the Purchaser are hereby explicitly excluded.

**2. ACCEPTANCE**

Purchaser’s purchase order (“**Purchase Order**”) shall be binding upon Seller upon receipt thereof by the Seller, unless Seller informs Purchaser by mail, fax, e-mail or any other (electronic) communication tool of the contrary within the ten (10) calendar days as from receipt of the Purchase Order. Once explicitly confirmed by Seller or once the term of ten (10) calendar days has lapsed as from receipt of the Purchase Order, the Purchase Order cannot be cancelled or modified by Purchaser unless Purchaser fully compensates Seller for any damage, expense or loss incurred by Seller resulting directly from such cancellation or modification.

If Seller’s order confirmation deviates from the Purchase Order, Seller shall express in writing the reason of such deviation. Purchaser shall not later than five (5) calendar days after receipt of Seller’s deviation, have the right to withdraw its initial Purchase Order.

A binding Purchase Order as used here above shall mean that Seller accepts delivering the Products to Purchaser and Purchaser accepts purchasing the Products from Seller under the present Terms and Conditions of Sale.

**3. DELIVERY**

Unless expressly stated otherwise, the delivery date(s) set out in the Purchase Order is only indicative and are subject to change. In case of a delay compared to the planned delivery date mentioned in the order confirmation, Seller shall inform Purchaser as soon as reasonably possible. Seller shall not be liable and shall not indemnify Purchaser for any damage, expense or loss incurred by Purchaser resulting from a delay in delivery of the Products.

Unless expressly stated otherwise, Seller shall deliver the Products DAP (Incoterm 2020 - Delivered at the place referenced in the Purchase Order and Order Confirmation). Products shall be packed for transportation and storage in accordance with good commercial practices and Seller's operating procedures. Seller shall ensure the Product is transported and stored in accordance with good commercial practices in order to ensure safe arrival at destination. Title to the Products shall pass to Purchaser upon full payment of the price of the Products including any interest and/or expenses in respect thereof. A flat-rate shipping fee of €60.00 shall automatically apply to all shipments with an order value less than €500.00.

#### **4. INSPECTION**

Purchaser shall inspect the Products immediately upon delivery. No claim for defective quality or shortage or excess in quantity of any individual shipment of Products shall be valid unless made by written notice to Seller within ten (10) calendar days from the date of delivery. Defects however that could not have been detected by an incoming inspection performed with reasonable care, shall be accepted until no longer than thirty (30) calendar days following receipt of the Product. Any notice of defect shall be accompanied by the proof of defectiveness and will include a reference to the Purchase Order and invoice.

Provided Purchaser's claim shall have been introduced within the timelines set forth in this Article 4 and the notice of defect is found justified by Seller, Seller shall at its expense make up for the shortage in quantity or replace the defective Products as soon as reasonably practicable. Defective Products and excess quantities of Products shall be returned to Seller at Seller's expense and in accordance with Seller's instructions.

#### **5. PAYMENT**

Unless expressly stated otherwise, Seller shall sell and Purchaser shall buy the Products specified in the Purchase Order at the prices agreed between the Purchaser and Seller in due time. Seller shall invoice the Products upon delivery thereof and shall address its invoices to the invoicing address specified on the Purchase Order. Unless expressly stated otherwise, payments shall be made within thirty (30) days date of the invoice. The introduction of a claim for defective quality or shortage or excess in quantity shall not entitle Purchaser to withhold payment of the corresponding invoice. Any payment still outstanding on or after due date shall accrue interest, from due date until paid, at the prorated daily rate equal to Euribor 12m + 5%.

#### **6. WARRANTIES**

Seller represents and warrants that (i) the Products shall be manufactured in accordance with the applicable laws and regulations; and (ii) the Products delivered shall conform to the specifications set forth in the package insert of the Products. Seller makes no warranty of any kind, express or implied, except for the warranty given hereunder. Seller moreover does not warrant that the sale or use of the Products delivered do not infringe any third party rights. Purchaser assumes all risks and liabilities for the use made of the Products by the Purchaser. Products that are not registered in the territory of destination cannot be used for IVD-purposes, but only for scientific or research purposes.

#### **7. LIMITATION OF LIABILITY**

Claims for damages or claims for reimbursement of costs due to a material breach against these General Terms and Conditions of Sale, shall be limited to the foreseeable and non-consequential damages, except in case of willful misconduct. Seller's overall aggregate liability related to the Products ordered under a Purchase Order shall in no event exceed the price of the related Purchase Order.

## **8. FORCE MAJEURE**

Seller shall not be liable for any delays in delivery due to any act or cause beyond its reasonable control, including without limitation acts of God such as flood, tornado, earthquake, pandemic; acts of government (i.e. civil injunctions or enacted statuses and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary raw materials or labor. Performance of obligations shall be suspended during such period of force majeure. Seller shall provide Purchaser with a prompt written notice of such force majeure event and shall use all commercially reasonable efforts to resolve any delay caused.

If a force majeure situation on Seller's part has lasted for sixty (60) calendar days, then Seller may without liability and with a prior notice of ten (10) calendar days prior notice terminate the relevant Purchase Order. For the avoidance of any doubt, the impediment to supply Products as a direct consequence of the Corona crisis, which impediment was unforeseen or reasonable inevitable on the day of the order confirmation, can be invoked by Seller as an event of force majeure.

## **9. CONFIDENTIALITY**

Purchaser shall keep strictly confidential and shall not disclose or use in any manner whatsoever any business, financial, scientific or technical information relating to Seller or Seller's affiliates to which Purchaser has access in the frame of the purchase of the Products from Seller without Seller's prior written consent.

## **10. NOTICES**

All notices shall be in writing and shall be sent by registered (air)mail or fax to the other party's address as set out in the Purchase Order.

## **11. APPLICABLE LAWS AND JURISDICTION**

The present General Terms and Conditions of Sale, as well as the sales agreement between the Purchaser and Seller shall be governed by the laws of Belgium, excluding the Vienna Convention on the International Sale of Goods of April 11, 1980. Disputes, if not amicably settled, shall be submitted to the courts of Ghent (Belgium).

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