

# General Terms and Conditions of Sales

## 1 Application

These General Terms and Conditions of Sale (the “**Terms**”) comprise the agreement between **GENEXPATH** and you for the purchase of software and products by you from **GENEXPATH**. When accompanying a quote submitted by **GENEXPATH** to you, the Terms constitute an integral part of the commercial sales offer expressed by such quote, except for any formal written offer duly signed by **GENEXPATH**, the Terms take precedence over any verbal or written communication by **GENEXPATH** or by you, regardless of when or how such verbal or written communication took place.

## 2 Purchase Orders

A valid Purchase Order must mention the product name(s), the type(s) of product or license, the quantity of each item being purchased, as well as the agreed sale price and payment terms for the order.

All sales are final, irrespective of the **GENEXPATH** sales agent who issued the PO.

Except as agreed otherwise in writing, by submitting a Purchase Order to **GENEXPATH**, you acknowledge that you have read and understood, agree to, and will abide by all the terms and conditions of the related quote and of these Terms.

## 3 Prices

Products are quoted in the indicated currency with prices applicable at the time the quote is issued. Following the expiration of a quote, **GENEXPATH** reserves the right to adjust the price of any subsequent quote as a result of currency fluctuations between the quote currency and the Euro.

Except as agreed to explicitly in writing by **GENEXPATH**, any price indicated on a quote is valid for up to 30 days following the issue date. Should a product be delivered after the expiration of a quote, the applicable price of sale shall be the list price in effect (or the price in a foreign currency based on such list price and the exchange rate of the day) on the date of delivery.

Except as agreed to explicitly in writing by **GENEXPATH**, all quoted prices are net prices based on the price list provided by **GENEXPATH**, exclusive of any applicable taxes.

Except for **GENEXPATH** income tax, you shall bear the full burden of any tax or other tariff due under French or other jurisdictions relating to the sale.

## 4 Delivery

Delivery is made in accordance with the order either by the direct delivery of the product to the client (reagents), or by simple notice of availability (computer access). The client agrees to take delivery immediately. A delay in delivery shall under no circumstances lead to the cancellation of the order by the Buyer.

## 5 Invoicing

An invoice will be generated by **GENEXPATH** and delivered to you following delivery of a license, as described above or when products are shipped.

## 6 Payment Terms

### 6.1 Payment Modalities

Except as agreed to explicitly in writing by **GENEXPATH**, all payments are due 30 days following the date of invoice. Payments are to be made by electronic transfer. **GENEXPATH** may agree to alternate payment methods, subject to an additional administrative fee. Any bank or other charges relating to the transfer shall be borne by you.

### 6.2 Late or defaulted payments

In the case of late payment, **GENEXPATH** may suspend access to the products (without prejudice with regards to any other actions). Access will be promptly restored following reception of payment.

Any amounts remaining unpaid following the due date of an invoice shall result in penalties of 3 times the French legal interest rate in effect at the time as well as a one-time collection fee of €40 as of the day following the due date (as stipulated in the French Loi 2012-387, 22 March 2012).

Any defaulted payment that remains unpaid forty-eight hours following notification from **GENEXPATH** shall, at **GENEXPATH** discretion, cause the sale to be annulled. Additionally, following such uncured defaulted payment, **GENEXPATH** retains the right to annul any other unpaid orders, regardless of whether or not such unpaid orders have been delivered, or whether or not their payments have become due.

In each of the above cases, any amounts due for other any orders delivered to you (for software or otherwise) or for other orders also having defaulted payments, shall become due immediately should **GENEXPATH** opt not to proceed with any of the above cures. You agree to reimburse any and all penalties or other fees resulting in any late payments, including but not limited to honorariums charged by ministerial officials.

In no case shall any payment be suspended or become the object of any compensation without explicit written agreement by **GENEXPATH**. Any partial payment shall be applied first against any older outstanding receivables due. **GENEXPATH** does not offer discounts for cash payments or early settlements.

## 7 Data Protection

Read our Charter for the protection of personal data of the customers on [www.genexpath.com](http://www.genexpath.com). In accordance with the French “loi Informatique et libertés” and the European General Data Protection Regulation, any customer or prospective customer who has provided any personal information to **GENEXPATH** reserves the right of access to, or correction, modification or deletion of any such personal data. All customers and prospective customers may exercise these rights on request, accompanied by a photocopy of proof of identity at the following address: [dpo@genexpath.com](mailto:dpo@genexpath.com) or by regular mail to **GENEXPATH SAS**, 113 avenue des martyrs de la resistance, 76000 Rouen, France.

## 8 Applicable Law and jurisdiction

The Terms are governed in their entirety by French law. The parties agree to negotiate a settlement to any dispute arising from the interpretation or execution of the Terms. Despite attempts to negotiate a settlement, any such dispute that remains unresolved shall be submitted to the exclusive competence and jurisdiction of the courts of Rouen - France, notwithstanding disputes with multiple defendants or introduction of third parties, even for emergency or provisional measures.

## 9 Claims and responsibilities

All claims or legal contestation by you against **GENEXPATH** must be formulated within 72 hours from the time of the incident giving rise to such claim or contestation.

Considering the nature of the benefits performed, **GENEXPATH**'s obligation is an obligation of means. **GENEXPATH** undertakes to perform the services in accordance with the rules of the art and in the best way as well as in accordance with the applicable legal and regulatory provisions.

**GENEXPATH** cannot be liable for an error caused by a lack of information or incorrect information given by the client. The Seller's liability shall be limited strictly to the replacement of the non-compliant Products or Services or to the reimbursement of their price, at Seller's sole election. Accordingly, taking account of the specific nature of the Products and Services and the multiple possible applications, the Seller does not guarantee in particular that the Products and Services are adapted for the intended application, and it shall be the Buyer's responsibility to verify and to make sure that the Products and Services are appropriate and adequate for the intended application.

The Seller may not be held liable for any cost or liability arising from or in connection with Products or Services, including damages or accidents to persons, damages to goods other than the Products or Services sold, loss of earnings or profits, harm to reputation, or any other prejudice arising directly

or indirectly from the Products or Services, and including defective Products or Services. IN NO EVENT SHALL THE SELLER BE LIABLE UNDER THIS AGREEMENT FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

If the Products ordered by the Buyer are exclusively intended for laboratory research purposes, they shall correspond to the quality and safety standards in accordance with said research purposes. They shall not be used by the Buyer for any other purposes such as (the list is not exhaustive) diagnostic, prophylactic, therapeutic, cosmetic, commercial ends, or as food, ingredients, or medical devices. Without prejudice to the other provisions of this Agreement that limit or exclude the Seller's liability, the latter shall accept no liability if the Buyer who ordered Products intended exclusively for laboratory research uses said Products for purposes other than for research.

If the Products ordered by the Buyer are medical devices, they shall correspond to the quality and safety standards in accordance with said medical devices. They shall not be used by the Buyer for any other purposes such as (the list is not exhaustive) prophylactic, therapeutic, cosmetic, commercial ends, or as food, or ingredients. Without prejudice to the other provisions of this Agreement that limit or exclude the Seller's liability, the latter shall accept no liability if the Buyer who ordered Products uses said Products for purposes other than those intended.

#### **10 Intellectual Property rights**

The Seller does not guarantee that the sale and/or use of its Products and/or Services, alone or in combination with other products, or during a process, does not infringe the rights of third parties, including without limitation any patents, trademarks or copyrights of any third party.

The Seller shall remain the owner of intellectual property rights of which it is the holder or applicant. In particular, the order placed by the Buyer for Products or Services, its execution and the delivery of said Products or Services ordered, shall entail no assignment or transfer of, nor any license under, the Seller's intellectual property rights, including any patents, trademarks or copyrights of the Seller.

The Buyer shall remain the owner of intellectual property rights of which it is the holder or applicant. In particular, the order placed for Products or Services by the Buyer shall not entail any assignment or transfer of the Buyer's intellectual property rights, including any patents, trademarks or copyrights of the Buyer or any of its Subsidiaries or Branches.

The Buyer shall in no event decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in the Products or Services by any means whatever, except as may be specifically authorized in advance by the Seller in writing.

#### **11 Disclaimer of Warranty**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED TO THE BUYER (a) "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND (b) WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF PRODUCTS OR SERVICES WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, INCLUDING ANY PATENT, TRADEMARK OR OTHER RIGHT.