

General terms and conditions of sale

1 Application of the general terms and conditions of sale – Enforceability

These general terms and conditions of sale (GTCS) form the basis of the commercial negotiation and are systematically sent to each professional buyer (the Buyer) with the quote to enable him or her to place an order. They take precedence over the terms of purchase unless formally accepted in writing by Genexpath, the Seller. Any condition to the contrary opposed by the Buyer will therefore, in the absence of express acceptance, be unenforceable against the Seller, regardless of the time at which it may have been brought to its attention. The fact that the Seller does not avail itself at a given time of any of these general terms and conditions of sale cannot be interpreted as a waiver of the right to invoke them at a later date. No Buyer may benefit from exclusivity in its territory solely on the basis of these GTCS.

2 Orders

To be valid, the order must specify the quantity, type, name of the products sold, the agreed price and the terms of payment.

Orders are final, even when taken through Seller's representatives or employees, subject to Seller's written acceptance. No order may be cancelled without the prior agreement of the Seller, granted under conditions that will allow it to be compensated against any loss or damage caused by such cancellation, including loss of margin. However, the Seller always retains the right to continue the enforcement.

In accordance with the law in force and unless otherwise agreed, the order entails for the Buyer acceptance of the Seller's terms and conditions of sale, the acknowledgement of having full knowledge of them and the waiver of the right to invoke its own terms and conditions of purchase.

The Seller reserves the right to make any changes to its software and reagents to comply with the legal requirements in force or to improve their performance, without any obligation to modify those previously delivered or in the course of ordering.

3 Awards

The products are supplied at the prices in force at the time the order is placed and taking into account any VAT applicable on the day of the order. Unless otherwise stipulated in the quote, the Euro is the only currency for invoicing and payment; any losses arising from fluctuations in the exchange rate that may occur in connection with the performance of the sales contracts shall be borne by the Buyer. Any change in the VAT rate may be reflected in the price of products or services.

Unless otherwise agreed, the prices appearing in the order are only valid for a maximum period of 1 month, beyond which they are subject to revision and are not binding on the Seller.

Unless otherwise agreed, prices are net, excluding taxes, on the basis of the rates communicated to the Buyer. Any tax, ancillary costs, duties or other services to be paid pursuant to the law of France or of an importing country or a transit country shall be borne by the Buyer.

The Seller reserves the right, even during the execution of the order, to require the Buyer to provide a guarantee for the proper performance of its commitments, any refusal authorizing the cancellation of all or part of the orders placed.

4 Shipping

Delivery is made in accordance with the order either by direct delivery of the product to the Buyer (reagents), or by simple notice of availability (computer access). The Buyer undertakes to take delivery of it immediately. No delay in delivery may lead to the cancellation of the order by the Buyer. In the event of damage, loss or missing, the Buyer must make all necessary reservations to the carrier, by precise information on the transport receipt, confirmed by registered letter with acknowledgement of receipt, within three working days of receipt, in accordance with the provisions of the Commercial Code, failing which the claim cannot be taken into consideration.

5 Billing

An invoice is drawn up and issued as soon as the electronic delivery of the licence is made in the case of software and as soon as the products are shipped if it is at least partly a physical delivery.

6 Payment

6.1 Terms and Conditions

Unless otherwise agreed, payments will be made under the following conditions: payment within 30 days of invoice date, by bank transfer, advance payment not giving the right to any discount. Any other payment method will have to be specifically agreed upon and may incur fees. The costs generated by the payment will be borne by the Buyer. These payment terms may not be delayed under any pretext whatsoever, even if it is litigious.

6.2 Late or Default in Payment

In the event of late payment, Genexpath may suspend the rights of access to the software, without prejudice to any other course of action. The rights will be accessible again when the payment is credited to the account and identified by Genexpath. Any amount not paid by the due date shown on the invoice automatically entails, as of the day following the payment date shown on the said invoice, the application of penalties equal to 3 times the legal interest rate and a fixed recovery indemnity of €40 (Article L.441-10 II of the French Commercial Code).

In the event of non-payment, forty-eight hours after a formal notice remains unsuccessful, the sale may be terminated by operation of law if Genexpath sees fit. The rescission will affect not only the order in question but also all previous unpaid orders, whether delivered or in the process of being delivered and whether or not their payment is due.

In all the above cases, the sums that may be due for other deliveries, or for any other reason, will become immediately due if the Seller does not opt for the cancellation of the corresponding orders.

The Buyer shall reimburse all costs incurred in the contentious recovery of the sums due, including the fees of lawyers and ministerial officers. Under no circumstances may payments be suspended or subject to any compensation without the prior written consent of the Seller. Any partial payment will be charged first to the sums that are the oldest due.

7 Protection of personal data

Read our customer privacy policy on the www.genexpath.com website.

The personal information collected in the context of the contractual relationship is subject to computer processing intended for the proper management of commercial relations between the Seller and its customers. This information includes, in particular, the professional contact details of Genexpath's contacts (identity, business phone number, e-mail) with the Buyer. It is collected and processed exclusively for the purpose of contract performance and is intended for their own contacts within Genexpath. In accordance with the regulations relating to personal data, the natural persons concerned have the right to object, for legitimate reasons, to access and rectify information concerning them. They may exercise these rights on request, accompanied by a photocopy of proof of identity at the following address: dpo@genexpath.com or by post to the head office of Genexpath SAS, 113 avenue des martyrs de la résistance, 76100 Rouen, France. The Buyer undertakes to communicate these stipulations to the persons concerned.

8 *Governing Law and Jurisdiction*

This Agreement is subject to French law in its entirety. The application of the Vienna Convention on the International Sale of Goods is expressly excluded. In the event of a dispute arising during the interpretation or performance of this contract, the parties will endeavour to settle it amicably prior to any legal action. In the event of persistent disagreement on the interpretation or performance of this contract, exclusive jurisdiction is attributed to the Courts of Rouen (France), notwithstanding multiple defendants or third-party claims, even for emergency or protective proceedings. Any dispute on the part of the Buyer relating to the entire commercial relationship with Genexpath (invoice, sales contract, service, various receivables, etc.) may not be taken into account after the expiry of a period of 12 months from the date of issue of the invoice relating to the product or service concerned. Beyond this period, no claim or dispute can be submitted, and the Buyer's actions will be time-barred.

9 *Claims and Responsibilities*

Any claim and/or dispute by the Buyer against Genexpath must be made by the Buyer no later than 72 hours from the date of their chargeable event, under penalty of forfeiture.

The Seller cannot be held liable for an error caused by a lack of information or erroneous information provided by the Buyer.

UNLESS OTHERWISE EXPRESSLY AGREED TO BY SELLER, ALL PRODUCTS AND SERVICES ARE PROVIDED TO BUYER "AS IS" AND WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED.

Seller's liability is strictly limited to the replacement of non-conforming products or services or the refund of their price, at Seller's sole option. The Seller's liability arising from or in connection with products or services cannot be incurred beyond that; Under no circumstances will it be required to compensate for any indirect or immaterial damage, costs and losses of any kind whatsoever such as loss of profit, loss of income, loss of customers, damage to image, etc. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.**

Where the products ordered by the Buyer are intended exclusively for laboratory research purposes and meet the standards of quality and safety in accordance with the said research objectives, they shall not be used by the Buyer for any other purpose such as (but not limited to) diagnostic, prophylactic, therapeutic, cosmetic, commercial, or as food, ingredients or medical devices. Without prejudice to any other provision that would limit or exclude the Seller's liability, the Seller accepts no liability if the Buyer who has ordered products intended exclusively for laboratory research uses such products for purposes other than research.

In any event, the Seller is exempt from any contractual and legal guarantee and in general from any liability if the Buyer has not strictly complied with the rules of the art, the Seller's recommendations as well as those stipulated in the user manuals.

10 *Force majeure*

Genexpath's obligations will be suspended and its liability cannot be sought if the performance of the contract is delayed (temporary impediment) or permanently prevented due to a case of force majeure or an unforeseeable event, due to the Prince, the Buyer or a third party or causes beyond the control of Genexpath such as industrial disputes, state of emergency, wars, riots, border closure, intervention by civil or military authorities, acts of sabotage, terrorist acts, natural disasters, fires, water damage, health risks, infectious diseases, pandemics, quarantine measures, interruption of the telecommunications network or the electricity network, transport difficulties (exceeding the normal transport time by 5 days) and supply difficulties. Genexpath will notify Buyer as soon as possible.

11 *Intellectual Property Rights*

The Seller does not warrant that the sale and/or use of its products and/or services, alone or in combination with other products, or in the course of any process, does not infringe the rights of third parties, including without limitation any third party's patents, trademarks, software or copyrights. The Seller remains the owner of the intellectual property rights of which it is the owner or the applicant. In particular, the order placed by the Buyer for products or services, its execution and delivery of such products or services ordered, do not imply any assignment or transfer of the Seller's intellectual property rights, including the Seller's patents, trademarks, software or copyrights.

The Buyer remains the owner of the intellectual property rights of which it is the owner or the applicant. In particular, the order placed for products or services by Buyer does not involve any assignment or transfer of Buyer's intellectual property rights, including patents, trademarks, software or copyrights of Buyer or any of its subsidiaries or subsidiaries.

Buyer shall not in any way decompose, disassemble, reverse engineer or attempt to reconstruct, identify or discover any underlying source code, ideas, techniques or algorithms in the Products or Services by any means, except as may be expressly permitted in advance by Seller in writing.

The Buyer who becomes aware of an infringement of any intellectual property right held by the Seller, must inform the latter immediately by e-mail confirmed by registered letter with acknowledgement of receipt.

12 *Compliance with regulations*

The Buyer undertakes to carry out its activities in all circumstances in compliance with the laws and regulations of all kinds applicable in its country of establishment. When authorizations or formalities, in particular import or exchange control, are required for importation into the country of destination or for payment for the products sold, obtaining or completing them in good time is the responsibility and responsibility of the Buyer, who must nevertheless inform the Seller. The Seller cannot be held responsible for delays and other consequences due to the application and changes of these regulations.

13 *Confidentiality*

The Seller and the Buyer acknowledge that they may, in the context of the performance of their commercial relations, be entrusted with confidential information of a technical, commercial, marketing, financial nature or relating to elements to which intellectual property rights are attached. However, this list is not exhaustive. This information must not, in any way, be disclosed to third parties. They guarantee the confidentiality of information, of any nature whatsoever, of which they become aware in the context of the performance of their business relations and shall refrain from communicating it to persons other than those who have the right to know it in respect of them, on pain of having to compensate for the damage suffered.