

Terms and Conditions for the sale of products and provision of services

Version 2024/01, applicable from February 2024, 06th

Article 1 : Application

1.1. These general terms and conditions of sale for products and services apply to all orders for products and services placed with GENOSCREEN SAS, a company established at 1, rue du professeur Calmette - 59000 Lille - France, by direct customers on their own behalf, excluding distributors, importers and other types of customers outside this definition.

1.2. GENOSCREEN may modify these general terms and conditions of sale of products and services at any time, provided that such modifications are posted on the following websites: www.genoscreen.fr or www.genoscreen.com. The special terms and conditions of sale applicable to a contract will nevertheless remain those in force at the time said contract was concluded.

1.3. The general terms and conditions of sale of products and services set out below detail the rights and obligations of GENOSCREEN and its customers with regard to all products and services marketed by GENOSCREEN. The list includes, but is not limited to, kits, software, genomic analysis, identification and typing of organisms, bioinformatics analysis, training, consultancy, studies and expertise.

1.4. Any order made by the customer implies the customer's unreserved adherence to and acceptance of these general terms and conditions, which exclude any general or special terms and conditions of purchase by the customer that GENOSCREEN has not expressly accepted in writing.

1.5. When specific conditions are mentioned in GENOSCREEN offers (quotations and pricing conditions), they supplement the present general conditions. In the event of any discrepancy, they take precedence over the general terms and conditions.

Article 2 : Quotations and orders

2.1. Unless otherwise stipulated in GENOSCREEN offers (quotations and pricing conditions), offers are valid for three months.

2.2. Any order that does not refer to a written offer (quotation and pricing conditions) will only be binding if a written acceptance has been sent to the customer by GENOSCREEN.

Article 3 : Rates and locations

3.1. GENOSCREEN prices are given in euros or USD, exclusive of tax.

3.2. To these prices may be added various taxes imposed by tax authorities, in particular VAT. These taxes are payable by the customer.

3.3. Unless otherwise specified in our offers, dry ice packing and postage are not included.

3.4. Unless otherwise specified in the offers, prices are considered ExWorks Genoscreen (Incoterms® 2010).

3.5. GENOSCREEN's prices apply only to the supply of products and services described in the offers. If other products or services are ordered, they will be invoiced to the customer in addition to the price stated in the offers.

3.6. GENOSCREEN reserves the right to modify its prices at any time. However, GENOSCREEN undertakes to invoice the products and services ordered at the prices indicated when the orders are registered, as soon as the latter explicitly refer to offers (quotations or pricing conditions) issued by GENOSCREEN and as long as the period of validity of said offers has not expired.

3.7. The services specified in articles 1.1. and 1.3. may be performed either on GENOSCREEN's premises or on the premises of a service provider approved by GENOSCREEN. Depending on the circumstances and the type of service, they may also be performed on the customer's premises with prior agreement.

3.8. Orders under €250 excluding VAT will be subject to a €30 handling fee, unless otherwise specified in the offer.

Article 4 : Deadlines

4.1. Delivery times for services and products are determined for each offer (quotation or pricing condition).

4.2. The customer must inspect the products or services delivered on the day of receipt. The customer must immediately inform GENOSCREEN in writing of any defective delivery, product or service, within a period not exceeding 8 days. In the case of services which do not include deliverables with a fixed delivery date, such as consultancy, the customer must inform GENOSCREEN as soon as possible in the event of unsatisfactory performance of the service.

4.3. GENOSCREEN may not be held liable if the non-performance or delay in the performance of any of its obligations described in these general terms and conditions of sale is 1) due to force majeure, or 2) is directly attributable to a delay either on the part of the customer in supplying the information and/or other elements necessary for the performance of the service or the sale/delivery of the product, or 3) to a delay on

the part of one of GENOSCREEN's suppliers which the company could not anticipate and for which it has no means of remedying the issue by recourse to another supplier.

4.4. Force majeure is defined as any external, unforeseeable and irresistible event within the meaning of article 1148 of the French Civil Code, and recognized as such by the case law of the French courts.

Article 5 : Payment

5.1. For their first order, new customers must pay the full price on receipt of a pro forma invoice if the amount is less than 1,000 euros excluding tax. A deposit of 50% must be paid with the first order if the amount is at least 1,000 euros before tax. In all cases, the order will only be executed once the price or the deposit has been received.

5.2. Invoices are payable, in the invoicing currency, at GENOSCREEN's registered office, unless otherwise stipulated, no later than thirty days after the invoice date. Payments are to be made by bank transfer to the bank account communicated by GENOSCREEN.

5.3. Any complaint relating to an invoice must be sent in writing to GENOSCREEN's head office within eight calendar days of receipt. Failing this, the customer will no longer be able to dispute the invoice.

5.4. Any invoice unpaid on the due date will automatically and without formal notice generate late payment interest of 10% (annual rate), which will be invoiced *pro rata temporis* on the amount of all taxes due, plus a fixed indemnity of 40 euros for collection costs.

5.5. The customer undertakes, in the event of a request to cancel an order already accepted, to pay for the part of the product(s) and/or service(s) that would have been already carried out.

Article 6 : Retention of title

Results and/or products delivered by GENOSCREEN remain the property of GENOSCREEN until full payment has been received.

Article 7 : Intellectual property

7.1. Where GENOSCREEN services and/or products are covered by intellectual property rights, the customer undertakes not to misappropriate or contest them.

7.2. The use by the customer of trademarks protected by GENOSCREEN is subject to the prior agreement of GENOSCREEN.

7.3. GENOSCREEN remains the owner of the intellectual property rights to its products and services, and any sale or provision of services does not entail any transfer of rights or granting of licenses, unless otherwise stipulated.

7.4. Data generated in the course of services provided by GENOSCREEN on behalf of its clients, and not subject to confidentiality obligations, may be included by GENOSCREEN in private or public databases, unless the client expressly objects. As a general rule, and unless otherwise expressly stipulated in an agreement with the customer, GENOSCREEN is entitled to use the data resulting from the analyses carried out for research and development purposes, after having anonymized them.

Article 8 : Commercial reference

The customer grants GENOSCREEN the right to use its corporate name, trade name and brand(s) solely for marketing/communication purposes as a customer reference, and on all marketing and communication media, unless the customer expressly objects.

Article 9 : Responsibility

9.1. GENOSCREEN undertakes to manufacture its products and perform its services with all the care customary in its profession, and to comply with the rules of the art in force. In addition, subject to any mandatory legal provision to the contrary or express agreement to the contrary between the parties, it is expressly specified that GENOSCREEN is bound in the performance of its services only by an obligation of means.

9.2. GENOSCREEN is not liable for consequential damages, including loss of profits or savings, even if GENOSCREEN has been made aware of the possibility of such damages, and even if such damages result from an unintentional fault of GENOSCREEN in the performance of the service.

Article 10 : Warranties

10.1. If it is established that the products are defective due to a material or manufacturing defect, GENOSCREEN's warranty is limited to the replacement of the defective products. This warranty excludes all other compensation or damages, except in the case of gross negligence attributable to GENOSCREEN.

10.2. GENOSCREEN guarantees that the services developed and the results produced for the customer respect the rights of third parties and are not illegal.

10.3. Unless otherwise expressly stipulated in an agreement with the customer, or if they are expressly intended for use in this context, the services and products sold by GENOSCREEN are not intended for use in medical diagnosis. The customer is solely responsible for their use.

10.4 Kits and products bearing the CE-IVD mark marketed by GENOSCREEN are intended for clinical use for the purpose of establishing a medical diagnosis. The customer, as a professional in the field of in vitro diagnostics, shall take all measures to ensure that these products are used in compliance with the legal requirements and standards applicable to him/her, in particular with regard to the installation of any systems that may be required for the use of the kits and products, and the performance of analyses.

10.5. The customer confirms that the biological material supplied to GENOSCREEN for analysis is not illegal and in no way infringes the rights of third parties.

10.6. It is the customer's responsibility to protect himself by any means at his convenience against any risk of damage or deterioration of the biological materials or documents he sends to GENOSCREEN for the performance of the service ordered, until receipt by GENOSCREEN.

10.7. GENOSCREEN cannot be held responsible for any fraudulent use by the customer of the results of its work.

10.8. GENOSCREEN is responsible for the smooth running of the service, in accordance with the professional rules normally applicable to this type of service.

10.9. GENOSCREEN shall not be held liable if the Customer fails to supply samples or data in the required qualities and quantities, as well as all the information requested by GENOSCREEN and necessary for the proper performance of its services.

10.10. Once the provision of services has been completed, GENOSCREEN no longer assumes any liability other than those provided for in articles 10, 11, 12 and 13. Consequently, GENOSCREEN is not liable for any damage or loss suffered by the customer as a result of modifications made to the results of the services provided by the customer or by a third-party user or by anyone other than GENOSCREEN personnel.

Article 11 : Insurance

GENOSCREEN hereby certifies that it has taken out, and undertakes to maintain in force for the entire duration of its commitments under the present general terms and conditions of sale, professional civil liability insurance at sufficient levels, with a reputable and solvent insurance company established in France, guaranteeing the pecuniary consequences of its civil, professional and/or contractual liability as a result of any damage or injury that may be caused to the customer or to any third party in connection with the performance of its services or the sale of its products.

Article 12 : Confidentiality

12.1. GENOSCREEN considers as strictly confidential, and will not divulge, any information, document, data or concept which may come to its knowledge in the course of the service requested, for the duration of the service and for a period of two (2) years from the end of the service. Different provisions may be agreed in the specific conditions of quotations or in contracts between GENOSCREEN and the customer.

12.2. GENOSCREEN, however, cannot be held liable for any disclosure if the elements disclosed were in the public domain at the date of disclosure, or if it had knowledge of them, or could have obtained them from third parties by legitimate means.

Article 13 : Personal data

GENOSCREEN collects personal data as part of its services. The information recorded is reserved for the exclusive use of the departments concerned and is only communicated to recipients working within the company. In accordance with French law no. 78-17 "Informatique et Libertés" of January 6, 1978 and EU data protection regulation 2016/679 of April 27, 2016, any person whose data has been collected may obtain disclosure and, where appropriate, rectification, by sending a request to the company. Details of GENOSCREEN's processing of personal data can be found in its privacy policy at the following address: <https://www.genoscreen.fr/fr/politique-de-confidentialite>

Article 14 : Right of withdrawal between professionals

Pursuant to article L121-16-1 of the French Consumer Code, a professional customer has the right to withdraw from an offer within fourteen days of the conclusion of the contract, when the following cumulative conditions are met:

- The contract was concluded off-premises;
- The subject of the contract does not fall within the scope of the customer's principal activity;
- The number of employees of the client company is less than five.

Excluded from this provision are contracts mentioned in article L221-28 of the French Consumer Code.

The customer must send a letter (physical or electronic) unreservedly expressing his or her wish to withdraw from the contract, and any costs incurred as a result will be at the customer's expense.

Article 15 : Applicable law and conflict resolution

15.1. GENOSCREEN's contractual relations with the customer are governed by French law.

15.2. In the event of any difficulty regarding the interpretation or execution of the present contract, the parties shall endeavor to resolve their dispute amicably. Failing amicable resolution, any litigation, dispute or claim shall be submitted to the exclusive jurisdiction of the competent courts of Lille.

GENOSCREEN

1, rue du Professeur Calmette - 59000 LILLE - France
Tel. +33 (0) 362 263 777
www.genoscreen.com
contact@genoscreen.com

SAS with a capital of 438020 € - SIREN 433 996 220 00029 - Commercial Registry of Lille
VAT number : FR61 433 996 220