

Conditions for sale in EU countries

Article 1 - Area of Application

- 1.1. These general conditions are applicable to all of our sales.
- 1.2 Every purchaser who gives us an order in any way whatsoever will be held to have accepted these general conditions prior to giving the order.
- 1.3 All other conditions provided for in an order form or in any other document emanating from purchaser will be regarded as not being applicable, with the exception of special conditions expressly accepted in writing by our company.

Article 2 - Offer and order

- 2.1 No order given by word of mouth will be acted upon until it is confirmed by a written order form.
- 2.2 A sale will be held to be agreed only after we have given our written acceptance of the order we have received.
- 2.3 Our agents and representatives have no representational powers. No offer, acceptance of order, or undertaking that these persons negotiate on our behalf will be binding on us until it has been accepted or confirmed in writing by a director or executive of our company duly authorized for this purpose.

Article 3 - Price

- 3.1 Our prices are quoted ex-VAT in Euros. Any increase in the VAT rate or new tax imposed between the time of the order and the time of delivery will be borne by purchaser.
- 3.2 Unless otherwise provided in our special conditions, our prices are only for the supply of the products described in the special conditions to the exclusion of all other works and services, and in particular installation and assembly works. If such works are ordered by the purchaser, these will be invoiced to him in addition to the prices provided for in our special conditions.

Article 4 - Payment

- 4.1 Our invoices are payable at our principal office within thirty calendar days of the invoice date. Payments should mention the references indicated in our invoice.
- 4.2 Our agents and representatives have no authority to collect the amount of the invoice unless otherwise expressly provided otherwise.
- 4.3 In the event of an invoice not being settled upon the expiry date, the entirety of our invoices to purchaser will become immediately payable.
- 4.4 Once the payment period has expired, the purchaser becomes automatically liable for the payment of interest for late payment of 12% per annum without formal notice of default being necessary.
- 4.5 All invoices that have not been settled by the due date will moreover be increased as of right and without formal notification of default by an automatic penalty of 10% of the outstanding sum by way of compensation and interests, with an absolute minimum charge of EUR 40.
- 4.6 Should the creditworthiness of purchaser deteriorate, we reserve the right, even after the partial completion of an order, to require the buyer to provide such guarantees that we deem fit with respect to the satisfactory performance of the undertakings that have been entered into. A refusal to provide such guarantees gives us the right to cancel all or part of the order.
- 4.7 All complaints regarding the invoiced amounts must reach us within 15 days of the invoice date, in the absence of which the invoice will be held to be accepted irrevocably and in its entirety.

Article 5 - Procedures for deliveries

- 5.1 Except when provided otherwise in our special conditions, the delivery will be made Free Carrier at the address indicated by purchaser on his order form (FCA – Diagenode sa, Avenue de l'Hôpital 1, Tour GIGA – B34 – 3rd Floor, B-4000 Liège, Belgium) (Incoterms 2000). Nonetheless should purchaser so request, we can arrange the carriage contract subject to the usual conditions, at the risk and expense of purchaser.
- 5.2 Purchaser bears all risks relating to the products sold as of their delivery, in particular relating to their carriage, even if we take charge of this carriage or of its organization.

Article 6 - Delivery Times

- 6.1 Except when express guarantee is given in our special conditions, the delivery time mentioned in our special conditions is not binding. We cannot be held liable unless the delay is significant and attributable to a grave error on our part.
- 6.2 Delays in delivery can in no case give rise to the cancellation of the order.

Article 7 - Reservation of ownership

The delivered products remain our property until the price has been paid in full, even in the event of the transformation or incorporation of the products into other goods.

Article 8 - Approval

The products are held to have been approved by the purchaser by the elapse of no more than fourteen calendar days after the delivery, except in the event of a precise and detailed protest sent to us by registered letter before the expiry of this period. The approval will cover all patent defects, that is to say all those defects that it is possible for the purchaser to discern at the time of the delivery and during the period of 14 calendar days following the delivery as a result of close and careful examination, in particular those defects relating to the specifications and the operation of the products sold.

Article 9 - Limitation of liability

After delivery has been effected, we cannot assume any other liability other than that provided for by Article 8. In consequence we cannot be held liable for any damage or interest arising from accident sustained by persons, damage to goods distinct from the sold products, loss of earnings or any other loss arising directly or indirectly from defects in the products.

Article 10 - Rescission of the Sale

We have the right to revoke the sale as of right and without formal notice of default, by notification of the purchaser of our intention by registered letter, in the event of non-performance by the purchaser of one or other of his contractual undertakings, in particular if he is late in settling an invoice by more than 30 days, or if it should appear that he will not perform or that there is serious likelihood that he will not perform one or more of his main undertakings, even before he is required to perform such obligation. In the event of the rescission of the sale in application of the foregoing paragraph, purchaser will be liable for automatic damages and interest of 10% of the sale price.

Article 11 - Applicable Law

Our sales are governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980 - CISG) even when the parties are domiciled in one and the same state. All disputes directly or indirectly related to our contractual relations with the purchaser will be submitted exclusively to the Courts of the Judicial District of our principal office.

Article 12 - Minimum order cost and transport cost

The minimum order amount is 50.00 € (excluding delivery charges). Orders below this amount will be charged with an administrative cost to reach an order value of 50.00 €. Prices are subject to change without prior notice. All prices are given excluding VAT and transport cost. Please feel free to contact us at any time to request the most recent price list.

	Belgium		Switzerland		CE + Norway		Outside Europe
Amount	< 750€	≥ 750€/	<1000€	≥1000€	<1000€	≥1000€	
Without Dry Ice	15€	0€	on request	0€	30€	0€	on request
With Dry Ice	25€	0€	on request	0€	40€	0€	

Conditions for sale in the USA and all other non-EU countries

All Buyers recognize the following terms and conditions of sale and delivery as binding. These general terms and conditions of sale and delivery are deemed to have been accepted at the latest upon the receipt of products. Contradictory or diverging conditions of purchase of the Buyer are strictly opposed.

Article 1 - Price

Prices do not include any taxes, surcharges, import and export charges and custom duties, payable following receipt of invoice, now or hereafter enacted, applicable to the products sold in this transaction. Taxes will be added by Seller to the sales price where Seller is required by law to collect the same, and will be paid by Buyer unless Buyer provides Seller with a proper tax-exemption certificate.

Article 2 - Payment

The purchase price shall be paid by the Buyer to the Seller within thirty (30) days of the date of the invoice, with a 1.5% per month interest charge (18% per annum or the maximum allowable by law) on all payments not made within thirty (30) days of the date of the invoice. Payment shall be made for the products without regard to whether Buyer had made or may make any inspection of the products. If shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make shipments. If in Seller's judgment Buyer's financial condition does not justify the terms of payment specified herein, Seller may cancel this contract unless Buyer shall immediately pay for all products which have been delivered and pay in advance for all products to be delivered. Products held for Buyer are at Buyer's sole risk and expense.

Buyer shall be responsible for all reasonable costs and expenses incurred by Seller in collection of any sums owing by Buyer or in Seller's enforcement of any provision of this Agreement and Seller shall not be obligated to make any further deliveries to Buyer. Such reasonable costs and expenses shall include, but not be limited to, reasonable attorney's fees.

Seller reserves a purchase money security interest under the U.C.C. as enacted in the State of NY in the products sold until payment in full has been made. In the event of default by Buyer under this Agreement, seller shall have all the rights and remedies of a secured creditor under the UCC. Buyer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest.

Article 3 - Delivery

Delivery will be made Free Carrier at the address indicated by Buyer on his order

Form (FCA- Diagenode, Inc., 575 Madison Ave - 25th Floor, NY, NY 10022) (Incoterms 2000), meaning title to the purchased products and risk of loss passes to the Buyer upon delivery to the carrier. Shipping dates are approximate only. Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if Seller fails to meet the specified delivery schedule because of unavoidable production or other delays. In the event of any default by Buyer, Seller may decline to make further shipment.

Article 4 - Delays

Seller shall not be liable for any delay in performance order, including, but not limited to, manufacture and delivery of the products specified. Further, Seller shall not be liable to Buyer for any loss or damage suffered by Buyer directly or indirectly as a result of Seller's failure to perform or delay in performing any obligation under this order where such a failure or delay is caused by labor troubles (including without limitation, strikes, slowdowns and lockouts), civil disturbance, government regulations, inability to obtain or revocation of export and import licenses, interruptions of or delay in transportation, material shortages, power failures, accidents or any other calls of like or different character beyond Seller's control.

In case of delay in delivery following request of the Buyer or through his fault the Buyer carries the costs and risk of storage of the products.

Article 5 - Force Majeure

In case of force majeure Seller is exempted from the commitment of delivery for the duration of the disturbance. Same applies for unforeseeable circumstances arising through no fault of Diagenode which delay or prevent delivery of Seller's suppliers. In this case Diagenode reserves the right of cancellation.

Article 6 - Warranties

Seller warrants to Buyer that for a period of 1 year following the delivery of the products to Buyer, the products will be free from material defects and will conform to any descriptions on the face of this Agreement. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT IMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE

All products shall be deemed and presumed to be acceptable to Buyer and in full compliance with the warranties made herein unless, within 1 year from the date of delivery, Buyer shall have notified Seller in writing to the contrary. Following such notice, Seller will at its option repair or replace any products which fail to meet the warranties in this Agreement, provided such products are returned freight prepaid and insured by Buyer to Seller's plant. Repaired or replaced products will be returned to Buyer, freight prepaid by Seller. Products not qualifying for warranty work will be returned at Buyer's expense. This paragraph states Buyer's sole and exclusive remedy for breach of warranty.

Article 7 - Limitation of liability

THE MAXIMUM LIABILITY IF ANY OF SELLER FOR ALL DIRECT DAMAGES INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURED TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO THE PRODUCTS, OR ANY SERVICES IN CONNECTION WITH THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTICULAR PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHTS TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IN BUYER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE. .

Article 8 - Severability

Every provision of this agreement is intended to be serviceable. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted

Article 9 - Place of performance and place of jurisdiction

The sale of the product shall be interpreted, construed and enforced according to the laws of the State of New York. The parties hereto irrevocably consent to the jurisdiction and venue of the state courts located in New York City, New York and of the United States District Court of New York, Second District in any action arising out of or related to this sale or agreement and hereby waive any other venue or jurisdiction to which they might be entitled by domicile or otherwise, unless the parties hereto mutually agree, in writing, to some other expressly identified jurisdiction.

Article 10 - Modifications

Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this sale shall not be valid unless made in writing and signed by all parties hereto.