

General conditions of purchase

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1. Definitions

The following terms will have the following meaning:

- a) Business Days: all days of the calendar, with the exception of Saturdays, Sundays and public holidays in Belgium.
- b) GCP: these General Conditions of Purchase.
- c) Confidential Information: any document or information relating to the technical and/or commercial activity of a party, such as (not a non-exhaustive list) trade secrets, technical and financial information, data, models, systems, drawings, plans, data relating to the products and their design, and about to the equipment of that party, as well as any other written, verbal, electronic or graphical information concerning the party, its business, its collaborators or agents. The provisions relating to the Confidential Information are defined in article 17.
- d) Contract: in its simplest form, the contract is made up of the Purchase Order and the General Conditions of Purchase; in other cases, the contract includes the General Conditions of Purchase, possible specific conditions if any, possible appendices if any, and Purchase Orders.
- e) DDP: "Delivery Duty Paid" according to the Incoterms 2010.
- f) Diagenode: the company Diagenode SA, whose head office is located at Bois Saint-Jean, 3, 4102 Seraing (Ougrée), Belgium, and whose subsidiary is Diagenode Inc. of Morris Avenue 400, Suite 101, Denville, NJ 07834, USA.
- g) Official Notification: notification of one party to another under the terms of article 19.2.
- h) Purchase Order, or Order: document in which Diagenode describes the details of the products and/or the services ordered from the Supplier, specifying the financial and delivery conditions.
- i) Supplier: designates the natural or legal entity to which Diagenode sends an Order.

2. Implementation and validity - Prevalence

- 2.1. The GCP apply to all Orders issued by Diagenode.
- 2.2. The fact of proceeding to the design, manufacture, delivery, billing and/or supply of products and/or services ordered implies acceptance of the Order, the GCP, and of any specific conditions if any, on the part of the Supplier. The Supplier may not under any circumstances oppose his own general conditions.
In the event that the Order is carried out as part of a contract based on special tender specifications, the clauses defined in the special tender specifications will prevail over the GCP.
- 2.3. In the event of a contradiction, or difficulty in interpreting the provisions of the Contract, the

following order of prevalence shall apply:

Order of prevalence	Contractual document
1	The Order.
2	The addendums to the Contract, in chronological order, in which the provisions of a later addendum supersede an earlier addendum.
3	The specific conditions.
4	The GCP (General Conditions of Purchase).

- 2.4. In the event of a contradiction or difficulty in interpretation between the French version of the GCP and a version drafted in another language, the French version will take precedence.

3. Order, execution and changes to the Contract.

Order

- 3.1. The Supplier may suggest changes to the Order within two (2) Business Days from the date on which the Order is dispatched. After this time, the Order shall be deemed to have been accepted as it stands.

Changes to the items of the Order

- 3.2. If the Supplier wishes to make changes to the raw materials or other components, to their source, formulation, production site, production process or method, packaging, shelf life, or if he wishes to change any item of the Order which could affect the quality or performance of the products or services, the Supplier will notify Diagenode:
- by Official Notification (article 19.2): if it relates to changes to the product or the Contract, it being understood that such changes would only be valid with the written agreement of Diagenode, who will have the right to reject them,
 - by simple notification (article 19.1) for any other changes.

4. Price

- 4.1. Unless expressly agreed otherwise, the price indicated on the Order shall include all costs, expenses and charges as agreed in the Incoterms, including all costs relating to the manufacturing of the products and all costs of packing, packaging, shipping, transportation, insurance and delivery of the products to the destination address, as well as any customs duties or taxes other than value added tax.
- 4.2. Prices are quoted in the currency indicated in the Order.

5. Packaging, storage and transport

- 5.1. The products must be packaged, stored and transported in compliance with the applicable national and international regulations; they must also meet the specifications expressed by Diagenode in the Order, or, in the absence of such specifications, the standard specifications for this type of product.
- 5.2. The Supplier will use adequate packaging, which must, among other things, be sufficiently robust to protect the products against any transport risks.
- 5.3. All deliveries will be accompanied by a delivery note; each package will contain the certificate or certificates of quality assurance that correspond to its contents.
- 5.4. The Supplier will be responsible for obtaining any import licenses, permits, or any further consent required for the importation, marketing and delivery of the products.
- 5.5. The Supplier must provide, without cost and in reasonable quantity, the user and maintenance manuals for the products, in English and/or French, which Diagenode is entitled to request and/or, which are essential for the installation, operation and maintenance of the products.
- 5.6. The Supplier must provide Diagenode with all the legal documents relating to the products, at no extra charge.
- 5.7. Diagenode does not undertake to return the packets, boxes or any other product packaging.

6. Delivery

- 6.1. By default, delivery shall take place DDP (Incoterms 2010); the transporter shall unloaded the products at the delivery address which is expressly stated on the Order and at the place foreseen for the deliveries in the logistics department.
- 6.2. Products or services will be deemed to have been delivered from the moment when a person authorized by Diagenode has signed the delivery note or the waybill for the products, or the service receipt document; this signature will confirm the number of packages indicated on the delivery note or the waybill and the lack of defects of these parcels.
- 6.3. The acceptance of delivery by Diagenode signing the delivery note or the waybill does not imply acceptance of products and/or services, which are subject to a subsequent reception (Article 7)
- 6.4. By default, the deliveries will take place on Business Days between 7:00 am and 7:00 pm.
- 6.5. Deliveries of temperature-controlled products (+4°C or -20°C) will exclusively take place on Business Days between 9:00 am and 5:00 pm.
- 6.6. Between 7 and 9:00 am, and between 5 and 7:00 pm, the products may be deposited in the airlock, in which case no delivery note and no waybill will be signed by Diagenode.
- 6.7. Deliveries that do not comply with the Orders will only be authorized with the prior written consent of Diagenode.
- 6.8. All deliveries shall be accompanied by a supplier-headed document bearing the reference of the Order and stating the nature of the products delivered, the number of packages, the net weight, gross weight, whether it is a total or partial delivery, or the balance of the Order.

7. Reception

- 7.1. Reception of products and/or services by Diagenode will involve the checking of the quantity and quality of the products or services delivered.
- 7.2. The products and/or services delivered must strictly comply, in terms of both quantity and quality, with the conditions of the Order, as well as with the details agreed in writing between the parties.

Quantity reception

- 7.3. The quantity reception of the products and/or services by Diagenode will involve verifying that the amount of products or services delivered corresponds to the Order.
- 7.4. The quantity of products delivered must comply strictly with the conditions of the Order, as well as the details agreed in writing between the parties. No excess of the quantity ordered shall be accepted.
- 7.5. However, if it is not technically possible to reach or not exceed the quantity ordered, any potential difference may not exceed ten percent (10%), except with the prior written consent of Diagenode.
- 7.6. Diagenode shall be deemed as having received the goods if, within five (5) Business Days from delivery of the goods and/or services, it has not communicated to the Supplier any disparities between the quantities ordered and the quantities delivered.

Quality reception

- 7.7. The quality check of the products and/or services by Diagenode will involve verifying that the quality of the products or services delivered corresponds in every respect to the Order specifications.
- 7.8. The checking of the quality may take place either in the form of specific analyses of a sample of the product, or during its use by Diagenode or by Diagenode's clients.
- 7.9. Any discrepancy shall be considered as a defect or imperfection and shall be subject to the warranty terms stated in article 15.

8. Deadlines

- 8.1. The dates and deadlines agreed shall represent a formal notice of execution.
- 8.2. The actual date of delivery is the date on which the delivery has been accepted by a person authorized by Diagenode. If installation or assembly is involved, the actual date of delivery is the moment of reception of the work.
- 8.3. Authorization by Diagenode of a late delivery or late performance does not mean that it waives any and all damages resulting from such delay.
- 8.4. Unless otherwise agreed in writing, where the Supplier is responsible for installation or assembly, the extra costs required, such as travel costs, tooling costs (including any equipment for climbing and scaffolding) and reimbursement of costs, shall be paid by the Supplier.
- 8.5. In the event that the Supplier insists that there is some difficulty with respect to the agreed delivery date or other obligation, the Supplier must immediately notify Diagenode. Furthermore, the Supplier

must make every effort to accommodate all reasonable requests made by Diagenode to establish new, confirmed delivery dates as soon as possible, or to carry out other parts of the Order in advance. At the request of Diagenode, the Supplier shall immediately provide written information on the status of the Order, of a dispatch, or of other matters relating to business relations with Diagenode.

- 8.6. If the Supplier foresees any difficulties preventing him from delivering any item in the Order, he must immediately notify Diagenode in accordance with the provisions of article 19. In this event, the Supplier commits to provide sufficient information and to ensure a proper execution that meets the requirements of Diagenode.

9. Transfer of ownership and risks

- 9.1. Unless otherwise agreed in writing, the transfer of ownership shall be effective on the date of delivery of the goods or the date of reception of the service.
- 9.2. Unless explicitly agreed in writing, no title retention clause stipulated by the Supplier may be raised against Diagenode.
- 9.3. In the absence of any other provision, the transfer of risks shall take place at the same time as the transfer of ownership.

10. Billing

- 10.1. The billing of goods shall take place at the earliest on the actual date of delivery of the goods (section 8.2).
- 10.2. The billing of services shall take place at the earliest on the date of reception of the services.
- 10.3. Each invoice must bear, at the least, the company names of the Supplier and Diagenode, the Order number, the delivery date of the goods or reception of services, the nature of the items billed, and the VAT number. Where appropriate, the VAT rate and amount will be stated. If these are not stated, the invoice shall be refused and deemed as having never been received.

11. Payment

- 11.1. Unless otherwise agreed between the parties in writing, payments shall be made within sixty (60) days from the end of the month in which the invoice is received, except when the settlement date is later.
- 11.2. Payment is subject to checking of the invoice.
- 11.3. If Diagenode disputes an invoice, it will only be entitled to withhold payment after having justified the reasons to the Supplier in writing. In the event that the processing of the dispute results in a credit note, the invoice payment period will start from the date on which the credit note is received. In all other cases, the payment period will start to run from the date on which the decision terminating the dispute is made.

12. Claims arising from defects

- 12.1. Unless otherwise agreed between the parties in writing, defects and/or imperfections are subject to the legal provisions.
- 12.2. Diagenode shall inform the Supplier of the defects and/or imperfections if any, stating the consequences of these and the expected resolution time.
- 12.3. The Supplier shall specify how and within what time period he will undertake to resolve these defects and/or imperfections. Diagenode reserves the right to reject the solutions suggested by the Supplier, with a motivated rejection.
- 12.4. In urgent cases, if the solutions and/or time period offered by the Supplier for the resolution of the defects and/or imperfections do not meet the needs of Diagenode, Diagenode reserves the right to repair these defects and/or imperfections, either himself, or by entrusting the repair to a third party, this being at the Supplier's expense in either case.

13. Obligations of Diagenode

- 13.1. Diagenode undertakes to accept delivery of the goods, carry out reception of the goods and services, and pay the invoices according to the provisions set out in the Contract.

14. Obligations of the Supplier

- 14.1. The Supplier commits to comply with all legal provisions and/or regulations relating to the treatment of staff, protection of the environment and the working conditions, and to make every effort to keep any harmful effects of its activities on humans and the environment to a minimum. To this end, as part of its responsibilities, the Supplier shall set up a management system and develop this in

accordance with the ISO 14001 standard; proof of its certification will be provided at the request of Diagenode.

- 14.2. In the event that the Supplier does not respect the above-mentioned provisions, Diagenode reserves the right to bring all existing contracts to an end, with immediate effect and without compensation, without prejudice to legal action for damages.
- 14.3. The Supplier is liable for any damage to the goods or caused by the goods due to mistakes or defects in the goods.
- 14.4. The Supplier is also liable for any damage that may arise out of or due to his neglect, that of his staff or other persons involved in the execution of the Contract, even if it is the Diagenode staff who is acting in accordance with Supplier instructions.
- 14.5. The Supplier's liability also extends to damages to third parties and/or property belonging to third parties. The Supplier shall bear the liability to third parties and, where appropriate, compensate Diagenode.
- 14.6. Even if sub-contracting has been authorized by Diagenode, the Supplier retains sole responsibility for the execution of the Contract, including matters relating to any guarantees and disputes that may arise, and will ensure that his sub-contractors also comply with contractual provisions.

15. Guarantee

- 15.1. By default, the Warranty Period is one (1) year from the delivery of the products or the reception of services. Where the products have a shelf life stated by the Supplier, the warranty period will be equivalent to the shelf life.
- 15.2. The Supplier shall guarantee that his supplies (goods and/or services) are fully compliant with advertised properties and guarantees, as well as applicable laws, directives and provisions. This guarantee also covers the deliveries and services of possible sub-contractors.
- 15.3. If, during the Warranty Period, it appears that the supplies or services, in whole or in part, do not meet the guarantees defined above, the Supplier shall, at the discretion of Diagenode, either refund any possible payment of the part of the Order relating to the defect, or carry out a replacement delivery that is identical, or at least equivalent, without defects and within a maximum period equal to that stated in the Order.
- 15.4. Diagenode is not required to carry out any immediate checks and claims. The defects will give rise to a claim following their discovery, but no later than the expiry date of the Warranty Period.
- 15.5. In the event of repairs and replacement deliveries taking place during the Warranty Period, the Warranty Period will restart from the date of repair or replacement for the same duration as that agreed for the original delivery or service.
- 15.6. If the Supplier or a third party has made a warranty statement (guarantee of quality or durability), all rights under this warranty will be acquired by Diagenode.

16. Cancellation and termination

- 16.1. Diagenode reserves the right to terminate the Contract with immediate effect, without prejudice to the damages that shall be required, in the following cases:
 - if a fundamental degradation in the delivery conditions has occurred, or if, in Diagenode's opinion, it is likely to occur;
 - if the Supplier finds himself in an insolvency situation (suspension, bankruptcy, etc.).
- 16.2. If the Supplier has only partially complied with the contractual obligations, Diagenode reserves the right, at its own discretion, either to cancel the whole Contract with restitution of the partial delivery, or to keep the partial delivery and cancel the remaining part of the Contract.

17. Confidentiality

- 17.1. Each party shall agree to regard as strictly confidential all Confidential Information exchanged, obtained or known in view of or in connection with the execution of the Contract.
- 17.2. Each party shall agree to communicate Confidential Information only to persons (including any possible sub-contractors) directly concerned with the execution of the Contract. Each party shall ensure that these persons are fully informed of the obligations relating to the Confidential Information and agree to take any and all necessary action to ensure that these obligations are fulfilled by the persons concerned.
- 17.3. It is explicitly understood that any Confidential Information belonging to Diagenode represents a valuable asset to Diagenode, that it shall remain Diagenode's own exclusive property, and that it will retain its confidential nature.
- 17.4. The obligations specified in this article 17 are valid both during and after the execution of the Contract. Moreover, such obligations shall remain in full, after the Contract has been terminated for

whatever reason, or after all business relations have ended.

- 17.5. Notwithstanding the above, neither party shall have any obligation with respect to information that (i) might have fallen or might fall into the public domain, unless through the fault of the receiving party, (ii) might be independently developed by the receiving party, (iii) might be known by the receiving party before the other party has divulged it, (iv) might be legitimately received by a third party not subject to a confidentiality obligation or (v) might have to be divulged by virtue of the law or court order (in which case it must only be divulged to the extent required and only after the party supplying it has been notified in writing).

18. Force Majeure

- 18.1. No party shall be entirely or partially responsible to the other party in the event of non-performance or delay in performance, if this delay is caused by circumstances that are exceptional, unforeseeable and beyond its control.
- 18.2. In the event of a force majeure such as that described above, the party invoking the act of god must warn the other party by Official Notification within seven (7) Business Days from the event of force majeure event and must state the nature of the force majeure, the circumstances on which this event is based, as well as its probable duration.
- 18.3. In the event of a force majeure lasting for more than two (2) consecutive months, the party against which the force majeure is invoked may terminate the Contract, by Official Notification and with immediate effect, without compensation.

19. Notifications

- 19.1. A simple notification refers to the sending of a message or letter, in French or English, from one party to the other party, by email or post.
- 19.2. Official Notification refers to the sending of a written message or letter, in French or English, to the respective address of the parties stated below; this dispatch shall be presumed having been received by the other party:
- If it is delivered in person or sent by a courier service: on delivery against proof of receipt, or
 - If it is sent by registered mail: in the two (2) Business Days following the dispatch:

Diagenode Rue Bois Saint-Jean, 3 4102 Seraing (Ougrée) Belgium	Supplier
For the attention of the Supply Chain Manager	For the attention of

- 19.3. All changes to this data shall be communicated by Official Notification.

20. Applicable law - allocation of jurisdiction

- 20.1. The Contract is governed by Belgian law, i.e. the current rules of law in Belgium.
- 20.2. At the written request of the parties (by Official Notification), the parties shall attempt to resolve any dispute relating to the interpretation, execution or termination of the Contract by amicable means.
- 20.3. If the dispute cannot be resolved amicably, each party shall appoint a representative of its Senior Management who, as far as possible, is not significantly involved in the execution of the Contract. These representatives shall endeavor to negotiate with a view to resolving the dispute without resorting to other means.
- 20.4. If the designated representatives conclude that they will probably not reach agreement by negotiation, or if thirty (30) calendar days have elapsed since the initial request, the parties will attempt to resolve the dispute by mediation in accordance with the mediation rules of bMediation (<http://www.bmediation.eu>).
- 20.5. The mediation shall commence at the latest fifteen (15) Business Days after the application for mediation notified by one party to the other; unless expressly agreed by the parties, the mediation period shall not exceed fifteen (15) Business Days.
- 20.6. The parties shall agree that legal proceedings will only be initiated when the above steps have failed to enable resolution of the dispute.
- 20.7. However, to avoid expiry of any applicable time limit, or to maintain a stronger position in relation to other creditors, and without prejudice to the other provisions of this article, each party reserves the right to proceed without going through the steps outlined above.
- 20.8. All disputes relating to the execution or interpretation of the Contract shall be the sole responsibility of the Liège courts, in Belgium.

21. Cession

21.1. The Supplier shall not assign, transfer or outsource to third parties all or any part of the Contract or Order without the prior written consent of Diagenode.

22. Miscellaneous

22.1. If one of the provisions in the GCP is void or canceled, the other provisions shall remain fully applicable. In such an event, the parties must replace the void or canceled provision with a new provision that approximates as closely as possible the intention of the original provision.