

Article 1 - Payment. Invoices are due and payable within 30 days from the invoice date. Payment must be made in the method and currency identified by Diagenode. Diagenode may invoice parts of an Order separately or together in one invoice. All invoices shall be deemed accurate unless Customer advises Diagenode in writing of a material error within 10 days following receipt. If Customer advises Diagenode of a material error, (i) any amounts corrected by Diagenode in writing shall be paid within 14 days of correction and (ii) all other amounts shall be paid by Customer by the due date. If Customer withholds payment upon an assertion that an invoiced amount is erroneous, and Diagenode concludes that such amount is accurate, Customer shall pay interest as described below from the due date for such amounts until Diagenode's receipt of those amounts. Customer may not offset, defer or deduct any invoiced amounts that Diagenode determines are not erroneous following the notification process set forth above. Diagenode may charge interest at the rate of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Diagenode, without waiving any other rights or remedies and without liability to Customer, may refuse additional orders for Products until all overdue amounts are paid in full. Diagenode shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts. If in Diagenode's sole judgment Customer's financial condition does not justify the terms of payment specified herein, Diagenode may cancel this contract unless Customer shall immediately pay for all products which have been delivered and pay in advance for all products to be delivered. Products held for Customer are at Customer's sole risk and expense.

Article 2 - Taxes. Customer is responsible for sales tax and any other taxes or governmental fees associated with the Order. If Customer qualifies for a tax exemption, Customer must provide Diagenode with a valid certificate of exemption or other appropriate proof of exemption. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes)

Article 3 - Shipping Charges; Title; Risk of Loss. Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to the Products passes from Diagenode to Customer upon delivery to carrier for shipment. Loss or damage that occurs during shipping (including returns) is the responsibility of the Customer. Shipping and delivery dates are estimates only. Diagenode shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer if Diagenode fails to meet the specified delivery schedule because of production or other delays including but not limited to delays 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 fact beyond Diagenode's control. In case of force majeure Diagenode is exempted from the commitment of delivery for the duration of the disturbance. In that case Diagenode reserves the right of cancellation. In case of delivery delay at the express request of the Customer or through its fault, the Customer carries the costs and risk of storage of the products.

Article 4 - Returns and Exchanges. Customer may return eligible Products for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees, as set forth below. All eligible Products may be returned within 30 days from the date of delivery for a credit or a refund of the purchase price paid, less shipping and handling, and a 25% restocking fee. Any product returned to Diagenode **without prior authorization** from Diagenode will be considered an **unauthorized** return, and the Customer will not receive credit for the product and Diagenode will not ship the product back to you. **Exceptions to Diagenode's 30-Day Return Period: Consumables and/or Reagents may not be returned at any time.** For the purpose of this Agreement, "Consumables" means anything that is frozen or refrigerated.

Before returning Products, you must contact Diagenode to obtain an authorization number for your return before the end of the applicable return period. You must return the Product in its original or equivalent packaging, and you are responsible for risk of loss and shipping and handling fees. A 25 % restocking fee shall apply to all returns. If you fail to follow the return instructions, Diagenode will not be responsible for any loss, damage, or modification of the Product, or processing of Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with your purchase. Title to returned Products shall pass to Diagenode upon receipt at the specified Diagenode facility.

Article 5 - Warranties A. Diagenode warrants to Customer that for a period of 1 year following the delivery of the products to Customer, 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 in full compliance with the warranties made herein unless, within 1 year from the date of delivery, Customer shall have notified Diagenode in writing to the contrary. Following such notice, Diagenode 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 Customer to Diagenode's plant. Repaired or replaced products will be returned to Customer, freight prepaid by Diagenode. Products not qualifying for warranty work will be returned at Customer's expense. This paragraph states Customer's sole and exclusive remedy for breach of warranty.

B. THE ABOVE WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DIAGENODE (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR SERVICES. ANY WARRANTY FOR A THIRD-PARTY PRODUCT IS PROVIDED BY THE ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DIAGENODE "AS IS."

C. EXCEPT AS EXPRESSLY STATED ABOVE OR IN THE EXPRESS WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIAGENODE (INCLUDING DIAGENODE AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (ii) FOR ANY THIRD-PARTY PRODUCTS; OR (iii) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS. The Diagenode-branded Products are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High-Risk Activities**"). Diagenode expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

Article 6. Limitation of liability THE MAXIMUM LIABILITY IF ANY OF DIAGENODE FOR ALL DIRECT DAMAGES INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURY TO PERSONS OR PROPERTY, WHETHER ARISING FROM DIAGENODE'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 DIAGENODE BE LIABLE TO CUSTOMER 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 CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Article 7. Entire Agreement - Severability This Agreement is the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous communications or agreements that may exist. **Any preprinted terms on your purchase order shall be of no force or effect and are expressly rejected.** Modifications to this Agreement will be made only through a written amendment signed by both parties. If any provision of this Agreement is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

Article 8. Miscellaneous

A. Jurisdiction and Venue. 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.

B. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

C. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

D. Dispute Resolution. Customer and Diagenode will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

E. Notices. Notice to Diagenode under this Agreement must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service to the address below, and will be effective upon receipt.