



September 2022

## QIAGEN Hong Kong PTE. LTD. Conditions of Sale

THESE CONDITIONS OF SALE CONTAIN PROVISIONS LIMITING OR EXCLUDING THE LIABILITY OF QIAGEN HONG KONG PTE. LTD. THE ATTENTION OF CUSTOMERS IS SPECIFICALLY DRAWN TO THESE PROVISIONS WHICH QIAGEN CONSIDERS TO BE REASONABLE IN ALL THE CIRCUMSTANCES.

### 1. Definitions

- 1.1. "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by a Director of the Seller.
- 1.2. "Goods" means the goods which the Purchaser agrees to purchase from the Seller.
- 1.3. "Purchaser" means the person who purchases or agrees to purchase goods from the Seller.
- 1.4. "Seller" means QIAGEN Hong Kong Pte. Ltd.

### 2. Conditions applicable

- 2.1. These Conditions constitute the whole of the contract between the Purchaser and the Seller for the purchase and sale of the Goods and shall apply to all contracts for the sale of Goods by the Seller to the Purchaser to the exclusion of all other terms and conditions, including any terms and conditions which the Purchaser may purport to apply by any means.
- 2.2. All orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods on these Conditions and acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Purchaser's

acceptance of these Conditions.

- 2.3. Any purported variation to these Conditions (including any special terms and conditions) shall be ineffective unless agreed in writing by an authorized representative of the Seller.

### **3. Goods**

- 3.1. All samples, measurements and product details contained in any of the Seller's catalogues, price lists, brochures and quotations constitute only an approximate guide and the Seller reserves the right to make any changes which it in its absolute discretion considers necessary.
- 3.2. The specification of the Goods and all intellectual property rights in them shall (as between the Purchaser and the Seller) remain the property of the Seller and no right or license is granted to the Purchaser under any patent, trade mark or other intellectual property right in respect of any of the Goods.

### **4. Price and payment**

- 4.1. The price for the Goods shall be the price stipulated in the Seller's published price list current at the date of order subject to any discount agreed by the Seller when the order is placed. Seller shall be entitled to increase the prices at any time with thirty (30) calendar days' notice. Unless otherwise specified in writing by Seller or by virtue of law, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax and any sales, use, excise, and other similar taxes. Purchaser shall pay all such fees, duties, and taxes in addition and in the manner and at the rate prescribed by the relevant authority or reimburse Seller for all federal, state or local sales, use or other taxes, fees or duties arising out of their agreement or the transactions contemplated by their agreement, if any (other than taxes based on the net income of Seller).
- 4.2. Payment of all amounts due to the Seller in respect of the Goods shall be

due within 30 days of the date of the Seller's invoice. Time for payment shall be of the essence of this contract. The Purchaser may not withhold payment of any amounts due to the Seller by reason of any claim to a right of set-off or counterclaim or for any other reason.

- 4.3. If the Purchaser fails to make any payment for Goods on the due date for payment, then without prejudice to any of the Seller's other rights, the Seller may:
  - 4.3.1. Charge interest on overdue payments at the rate of two per cent (2%) per month; and/or
  - 4.3.2. Suspend and/or cancel further deliveries of any articles or goods to the Purchaser or any associated person or body; and/or
  - 4.3.3. Appropriate any payment made by the Purchaser to such of the Goods (or goods or articles supplied by the Seller under any other contract with the Purchaser) as the Seller thinks fit; and/or
  - 4.3.4. Recover any Goods held by the Purchaser which remain the property of the Seller and enter upon the Purchaser's premises for that purpose; and/or
  - 4.3.5. Terminate the contract with immediate effect and without any liability on its part.

## **5. Delivery of the Goods**

- 5.1. Shipping shall be executed CPT location of intended recipient (Incoterms® 2020) if location of intended recipient is within the European Union, and, in case of any cross-border transport from or to countries outside of the European Union, FCA (Incoterms® 2020) Seller's logistic hub in Roermond (The Netherlands) or in Hilden (Germany), or any other location Seller may direct; all alternatives if not otherwise mutually agreed.
- 5.2. Delivery dates shall not be of the essence of this contract and the Purchaser shall be bound to accept delivery and to pay for the Goods in full provided that they are delivered within 7 days (for Consumables) and one month (for

Instrumentation) of the date of the order where the Seller has the Goods in stock.

- 5.3. If the Purchaser does not receive any Goods within 5 days of the expected delivery date, it shall immediately notify the Seller in writing.
- 5.4. The liability of the Seller for any loss or damage resulting from any failure by the Seller to deliver the Goods (or any of them) promptly or at all shall not exceed the sale price (exclusive of GST, if any) of the specific Goods to which the relevant order relates.

## **6. Retention of title**

- 6.1. Notwithstanding delivery, title in the Goods shall not pass from the Seller to the Purchaser and the Seller shall retain full legal and beneficial ownership of the Goods until the Purchaser has paid all amounts due to the Seller in respect of the Goods in full.
- 6.2. Until title in the Goods passes to the Purchaser, the Purchaser shall hold the Goods on a fiduciary basis as bailee for the Seller and shall take all necessary steps for the protection of the Goods and insure them against all risks with a reputable insurance company for the full purchase price (plus GST, if any ).
- 6.3. Notwithstanding that full legal and beneficial ownership of the Goods (or any of them) remains with the Seller, the Purchaser may use the Goods in the ordinary course of the Purchaser's business. Except as permitted by this paragraph, the Purchaser may not create (or allow to be created) in favour of any third party any right in or security over any of the Goods which are the property of the Seller.
- 6.4. The Seller shall be entitled to claim for and recover all amounts due to the Seller in respect of the Goods notwithstanding that title in any of the Goods has not passed from the Seller.

## **7. Inspection and acceptance of Goods**

- 7.1. The Purchaser shall inspect the Goods on delivery. Unless the Purchaser gives written notice to the Seller within 7 days of delivery specifying any alleged defect or damage, the Purchaser shall be deemed to have accepted the Goods as having been delivered in accordance with the relevant contract and as being free from any defect or damage which would be apparent from a reasonable inspection. No such written notice from the Purchaser shall be valid or effective unless the Purchaser retains the relevant Goods and gives the Seller a reasonable opportunity to inspect them.
- 7.2. If the Purchaser properly rejects any of the Goods which are not in accordance with the relevant contract, the Purchaser shall immediately give to the Seller formal written notice of such rejection and shall return the Goods to the Seller.
- 7.3. If the Purchaser rejects any Goods, the liability of the Seller in respect of the supply of such Goods or the failure by the Seller to supply Goods in accordance with the relevant contract shall not exceed the sale price (exclusive of GST, if any) of such Goods.

## **8. Software License**

The Software contained in the Equipment or Part(s) ("Software"), if any, shall be disclosed to Buyer in confidence and shall be licensed to Buyer for Buyer's internal use only and for the life of the Equipment or Part(s). Buyer agrees that the Software is the intellectual and proprietary property of Seller or its licensor and that the title to, ownership of, and the copyright of the Software shall remain with Seller or its licensor. Buyer agrees not to copy, reproduce, or modify the Software and shall not make the Software available to any other parties by means of sale, lease, rental, license or otherwise, without the prior written consent of Seller. Buyer further agrees not to alter or remove any copyright, trade secret, patent, proprietary and/or other legal notices contained in the Software.

## **9. Exclusion of warranties; liability of Seller**

- 9.1. All terms, conditions and warranties (whether express or implied by statute,

usage, trade custom or otherwise) relating to the quality, nature, condition, conformity to any sample, fitness for purpose or merchantability of the Goods (or any of them) are excluded.

- 9.2. The Seller's liability to the Purchaser (whether for any breach of this contract or otherwise) shall not exceed the sale price (exclusive of GST, if any) of the specific Goods to which any claim relates and the Seller shall be under no liability to the Purchaser or any other person for any indirect or consequential loss, damage or expense (including loss of profit).
- 9.3. Nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller.

## **10. Force Majeure**

Seller shall not be liable for failure of or delay in performing obligations set forth in this Agreement, and shall not be deemed in breach of its obligations, if such failure or delay results from any of the following: Civil disobedience, hostilities, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, changes in weather conditions, epidemic, plague, pandemic or any other outbreak of illness, any law or regulation or any action taken by a government or public authority, including but not limited to an export or import restriction or other public health event in any country or any other event or circumstance outside of Seller's reasonable control (each a "Force Majeure Event"). In such Force Majeure Event, Seller shall (a) promptly notify the Purchaser in writing, and (b) use commercially reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder. If such Force Majeure Event shall continue for a period of more than one calendar month, Seller may terminate this Agreement without liability upon written notice to the Purchaser.

## **11. Claims**

If the Seller or the Purchaser is threatened with or involved in any claim concerning the Goods:

11.1. The Purchaser will on receipt of a written demand from the Seller make

available to the Seller copies of all documents in the Purchaser's possession or control relating to the Goods which are relevant to the claim; and

11.2. The Purchaser will assist the Seller in avoiding and/or defending any such claims and/or minimizing the damage resulting from any such claim, including tracing any users and/or sub-purchasers of the Goods.

## **12. Assignment**

The Purchaser shall not assign any of its rights under any contract for the sale of Goods by the Seller to the Purchaser without the prior written consent of an authorized representative of the Seller.

## **13. General**

13.1. No delay or omission by the Seller in exercising any right, power or remedy shall impair such right, power or remedy or operate as a waiver thereof.

The single or partial exercise of any right, power or remedy shall not preclude any further exercise thereof or the exercise of any other right, power or remedy.

13.2. The rights, powers and remedies of the Seller are cumulative and not exclusive of any rights, powers and remedies provided by law.

13.3. Any provision of any contract for the sale of Goods by the Seller to the Purchaser which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed to be severable and shall not affect any other provision of any such contract.

## **14. Choice of Law and Venue**

Each contract for the sale of Goods by the Seller to the Purchaser shall be governed by Hong Kong law and the Purchaser and the Seller agree for the exclusive benefit of the Seller that the Courts of Hong Kong are to have jurisdiction to settle any disputes arising from it but nothing

in this paragraph 12 shall limit the right of the Seller to take proceedings against the Purchaser in any other court of competent jurisdiction.

Ordering [www.qiagen.com/shop](http://www.qiagen.com/shop) | Technical Support [support.qiagen.com](http://support.qiagen.com) | Website [www.qiagen.com](http://www.qiagen.com)