

# General Terms and Conditions

## General Terms and Conditions of Sale of QIAGEN Benelux B.V.

The sale of products of QIAGEN Benelux B.V. (hereinafter referred to as the "Seller") to persons who act in the course of their trade or business shall exclusively be governed by the "General Terms and Conditions of Sale of QIAGEN Benelux B.V." in the version respectively in effect at the time of the conclusion of each contract. Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their applicability in writing. This shall also apply in the case that the Seller, with knowledge of contradictory or deviating terms and conditions of the Buyer, performs the contract without making a statement of reservation. The performance of services on behalf of the Buyer to the QIAGEN products delivered shall be governed by the "General Service Terms and Conditions of QIAGEN Benelux B.V.", in the version respectively in effect at the time of the conclusion of each contract.

1. Seller's offers are subject to change without notice. Contracts shall not be deemed to be legally binding before the Seller's written order confirmation or delivery of the products. The Seller shall reserve the right to make minor deviations from its specifications concerning dimensions, weight, condition and quality.
2. a) Delivery dates shall be approximate, unless the Seller has recognised such in writing to be binding.  
b) Should Seller fail to meet a stipulated delivery date, Buyer may only dissolve the contract or claim damages instead of the performance after unsuccessful expiration of a reasonable period of grace set by it. In case of a partial fulfillment by the Seller, the Buyer shall only be entitled to dissolve the entire contract if it has no interest in the performance, taking into account an objective standard.
3. Only those units listed in the Seller's respectively valid price lists shall be deliverable. Seller shall be authorised to make deliveries in installments. Each installment may be invoiced separately. With orders deliverable on call, notice thereof must be made at least two weeks prior to the designated delivery date.
4. Force majeure, company shutdowns, labour disputes or other impediments which are outside the Seller's responsibility which affect the Seller or its suppliers shall release the Seller from the contractual delivery obligations for the term of the disruption and its effects.
5. a) Seller shall determine the type and manner of shipping, insofar as not otherwise instructed in writing by the Buyer.  
b) Shipping shall be made CPT (Incoterms 2000).  
c) Buyer shall bear the risk of incidental loss or incidental deterioration of the goods shipped as soon as the Seller hands over the goods to the shipping carrier.
6. a) Prices shall include the packaging costs. Value added tax shall be added thereon. Buyer shall bear the shipment costs, insofar as not otherwise agreed.  
b) Should Seller, after expiration of four months from the date of the conclusion of the sales contract (i.e., usually after Seller's order confirmation) generally increase or reduce its prices, then the prices in effect on the delivery date shall apply.
7. a) Seller's invoices are payable and due 30 days after the invoice date.  
b) Bills of exchange shall not be accepted as a means of payment. Checks shall only be accepted pending full discharge of the debt.  
c) In the event of late payment, Seller shall assess interest as of the due date, without a dunning notice, in the amount of 8 per cent points above the current main refinancing rate of the European Central Bank.  
d) Buyer may only set-off its own claims against due payments or claim a right of retention insofar as its claims are determined with res judicata effect, are non-disputed or are recognised. In addition, Buyer shall not be permitted to assign its claims against Seller.
8. Seller reserves ownership title to the goods delivered by it until the Buyer has discharged all of its obligations arising out of the business relationship with Seller. The goods subject to reservation of title may neither be pledged nor transferred as security. Buyer shall only be authorised to sell the goods subject to the reservation of title in the ordinary course of its business.
9. a) Seller's products are designed for use in scientific research. Seller has developed the products for this purpose. Any use of the Seller's products for human medical treatment, for diagnostic purposes, or as pharmaceuticals shall only be permitted if such application is allowed pursuant to the statutory regulations applicable both to the Buyer and the user and, insofar as necessary, also an approval of the competent authority has been granted. In addition, such application of our products shall require the prior written consent of the Seller. Express instructions for use stated on the package (e.g., "in vitro Diagnosticum") shall be deemed to be written approval of the Seller; such shall not, however, replace any governmental approvals which are necessary in the user's country.  
b) Buyers who use the Seller's products for industrial production do so at their own risk.  
As the Seller is not in a position to be able to foresee or control the possible procedures and processes for such an industrial application of the Seller's products, Seller denies any warranty or liability herefor. In such cases, Seller's instructions for use shall only be deemed to be non-binding recommendations.



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10. a) Notifications of defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing at the latest within one week after receipt of the goods. Latent defects shall be notified without undue delay after their discovery. The failure to observe these deadlines shall result in the automatic loss of any warranty claims which might otherwise have existed.
- b) In case of justified objections, the Seller shall, within a reasonable period, supply the missing quantities, or, at Seller's discretion, replace the goods or rectify the defect.
- c) Should the Buyer have set a reasonable period of grace for subsequent performance within the meaning of Item 10 b), hereof, then the Buyer can, after unsuccessful expiration of the period set by it, demand either a reduction of the purchase price or dissolve the contract. The requirement of the setting of a reasonable period of grace does not apply insofar as the subsequent performance failed, is unacceptable for the Buyer or has been refused by the Seller. In case of delivery of defective goods, the Buyer shall only be entitled to dissolve the contract if he has no interest in the performance taking into account an objective standard.
- d) The Seller shall be liable in accordance with the statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of the Seller's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the Dutch Product Liability Act, for initial impossibility insofar as the Seller had known or should have known of the initial impossibility at the time of the conclusion of the contract, and for stipulated attributes of the products sold, insofar as the Seller assumed a guarantee for their attributes. The Seller shall be liable for damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from negligent violations of Seller's essential contractual obligations or fundamental obligations and for damages caused by Seller's employees as a result of gross negligence or intention without violating essential contractual provisions or fundamental obligations. In case of a partial performance or the delivery of defective goods, the Buyer shall be entitled to damages instead of the entire performance or reimbursement of expenses only if it has no interest in the performance taking into account an objective standard. Otherwise, any liability shall be excluded.
- e) No warranty claims, or damage claims, or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of the Seller's products. No liability shall be assumed for parts subject to wear and tear such as movable parts, hoses, syringes, etc. Provided that the Seller has not maliciously concealed a defect or otherwise warranted certain attributes within the context of a guarantee, the Seller shall only be liable for defects to used QIAGEN products within the framework of the particular terms contained in a Service Support Agreement concluded between the Buyer and the Seller.
- f) The limitation period for claims of the Buyer resulting from defects shall be one year following delivery of the goods. This limitation period shall also apply for claims based on tort resulting from defects of the products. Should the Buyer be in default of acceptance, then the limitation period shall start to run upon the transfer of risk. Claims of the Buyer other than claims based on defects, in particular, claims on the basis of accessory obligations, pre-contractual liability or tort shall be time-barred two years after delivery of the products. The aforementioned limitation periods shall not apply to claims of the Buyer pursuant to Item 10 d) hereof to which it is entitled on the basis of the same facts.
11. a) Place of performance shall be Venlo. All disputes arising in connection with agreements between Seller and Buyer shall be submitted exclusively to the jurisdiction of the court of competent jurisdiction within the District in which the Seller is established. The Seller may, however, elect to have such disputes decided by the court of competent jurisdiction within the District in which the Buyer is established.
- b) Dutch law shall apply in case Buyer has its seat or residence in the Netherlands; Belgian law shall apply in case Buyer has its seat or residence in Belgium and the law of Luxemburg shall apply in case Buyer has its seat or residence in Luxemburg. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable in any case.

