



August 2024

## Sales Terms & Conditions of QIAGEN Inc.

### 1. THE CONTRACT

These terms and conditions (also referred to as this "Agreement" or the "QIAGEN Terms") apply to all sales of products and services by QIAGEN to its customers (each, a "Customer"), unless QIAGEN and Customer have agreed to a separate written contract signed by authorized representatives of both parties (a "Contract"). To the extent the parties have executed a Contract, and there are any conflicts between these terms and those in the Contract, then the Contract shall control. Each quotation from QIAGEN is an offer that is expressly made conditional on Customer's acceptance of these QIAGEN Terms. Customer's submission of a purchase order or similar documentation in response to a quotation is considered acceptance by the Customer of these QIAGEN Terms, regardless of any additional or different terms or conditions which may be contained within Customer's purchase order, form terms and conditions (including on Customer's website), or similar documentation ("Customer Terms"), all of which are hereby expressly rejected by QIAGEN unless expressly accepted by QIAGEN in writing. In the event of a conflict between these QIAGEN Terms and any terms expressly set forth by QIAGEN on the face of the quotation, the terms set forth by QIAGEN on the face of the quotation shall prevail.

### 2. ORDERS

Customer shall place orders for QIAGEN products using purchase orders consistent with these QIAGEN Terms. All orders shall include the minimum following information: shipping and billing address, catalogue number, product description, size, quantity, and purchase order number. All confirmations, invoices and other writings delivered by QIAGEN to Customer shall be deemed accepted by Customer together with any terms and conditions set forth thereon.

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unless Customer gives written notice to QIAGEN prior to shipment of products or performance of services by QIAGEN.

### **3. PRICING AND ACCEPTANCE**

- 3.1. QIAGEN shall be entitled to increase the prices at any time with thirty (30) calendar days' notice. Unless otherwise specified in writing by QIAGEN 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. Customer 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 QIAGEN 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 QIAGEN).
- 3.2. All orders from Customer are binding upon Customer and may be accepted by QIAGEN, at QIAGEN's option, either by sending an order acknowledgement or confirmation, or by delivering the resulting products or services to Customer.
- 3.3. Prices are the Confidential Information of QIAGEN pursuant to Section 12 below.

### **4. TITLE: RISK OF LOSS; SHIPPING**

- 4.1. Shipping shall be executed FCA QIAGEN's facility (Incoterms® 2020), or any other location QIAGEN may direct; all alternatives if not otherwise mutually agreed. Shipping and handling fees shall be prepaid and added to the invoice amount.
- 4.2. Title to and risk of loss of products shall pass to Customer at the place and time QIAGEN delivers such products to the shipper. QIAGEN may change freight carriers without notice.
- 4.3. Representations as to delivery dates are approximate only, unless QIAGEN has

given an expressly binding commitment. Partial delivery or performance of products and services under this Agreement shall be permitted unless Customer has expressly stated in writing on the face of the QIAGEN quotation or on the Customer's purchase order that partial delivery will not be accepted.

- 4.4. QIAGEN shall not be liable for any delay in performance or non-performance as the result of an event of Force Majeure, being civil disobedience, hostilities, accidents, sabotage, terrorism, military actions, expropriation, nationalization or the escalation of any of the foregoing, any hurricane, flood, tornado, fire, earthquake or other natural disaster, delays in delivery, explosions, epidemic, plague, pandemic or any other outbreak of illness, any change in any law or regulation or any action taken by a government or public authority or any agency or commission thereof, 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 QIAGEN's reasonable control. If any of the foregoing events occurs, QIAGEN may make deliveries of the products and services proportionate to production and/or postpone the shipment or delivery period of the products and services to a reasonable time after the difficulty has ceased, or QIAGEN may, at its option upon notice given to Customer within twenty (20) calendar days after the commencement of any such event, declare this Agreement terminated and all rights and liabilities of QIAGEN and Customer, except with respect to products and services previously shipped or performed or in QIAGEN's inventory, shall cease and terminate. QIAGEN shall have no obligation to buy in the open market any article to be used in QIAGEN's manufacture or processing when the supplier thereof has defaulted in delivery.
- 4.5. If this Agreement calls for more than one shipment of products or delivery of services, each shipment and delivery shall constitute a separate sale under the terms and conditions of this Agreement and Customer agrees to accept each shipment and delivery and pay each invoice in full when due at the contract prices regardless of controversies relating to other delivered or non-delivered products or services. If Customer fails to accept or pay for shipment or delivery,

or in the event a dispute arises concerning QIAGEN's performance hereunder, then QIAGEN may, without prejudice to any other lawful remedy and without any liability to Customer, (i) suspend further performance hereunder until acceptance or payment by Customer of all previous shipments and deliveries or until the dispute shall have been resolved, or (ii) terminate this Agreement with respect to any unaccepted or undeliverable portion, in which case Customer shall be responsible for any expense or loss sustained by QIAGEN in connection with this Agreement.

## **5. PAYMENT TERMS**

- 5.1. The full amount of each invoice for products and services hereunder shall be paid net 30 days (terms contingent upon credit worthiness of Customer) from the date of the invoice unless otherwise stated on the face of the invoice.
- 5.2. Payment by check, credit card, or wire transfer will be effective only after these instruments have cleared and been paid. Credit cards will be accepted at time of each order only for processing on invoice date. Any discounts and expenses shall be borne by Customer.
- 5.3. QIAGEN reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the 1st day following the invoice due date. Any check or remittance received from or for the account of Customer may be accepted and applied by QIAGEN against any indebtedness owing by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.
- 5.4. At any time, when in QIAGEN's opinion the financial condition of Customer so warrants, or if Customer fails to make payment when due or otherwise defaults hereunder, QIAGEN may change any terms of payment, suspend any credit previously extended to Customer, require partial or full payment in advance

and delay shipment until such terms are met, and pursue any other remedies available at law. In such event, if Customer refuses to accept such changes, any outstanding order may be cancelled without any liability to QIAGEN. In the event of bankruptcy or insolvency of Customer or in the event any proceeding is brought by or against Customer under any bankruptcy or insolvency laws or their equivalent, QIAGEN may cancel any order then outstanding without liability to Customer.

- 5.5. Upon default and placing of Customer's account for collection or repossession of equipment, Customer agrees to reimburse collection costs, legal fees and court costs incurred by QIAGEN in connection therewith.
- 5.6. Customer agrees to pay for products according to QIAGEN's payment terms and does hereby grant to QIAGEN a purchase money security interest in any products until such time as it is fully paid. Customer will assist QIAGEN in taking necessary action to perfect and protect QIAGEN's security interest. In the event of default by Customer, QIAGEN shall be entitled to any of the rights and remedies provided by law or in equity, including but not limited to repossession of the products.
- 5.7. Taxes will be based on shipment destination and any applicable local/state taxes are the responsibility of Customer. In those states where QIAGEN collects local/state sales taxes, QIAGEN will add such taxes to the invoices and remit to the appropriate taxing authority. If Customer is a not-for-profit corporation or otherwise exempt from the payment of Federal, state or local excise, sales or use taxes, Customer shall provide QIAGEN with written notice of such exempt status with purchase order and QIAGEN shall reflect such exemptions in its invoice(s). Customer will provide QIAGEN with tax exemption numbers and certificates prior to first order.

## **6. LIMITED WARRANTY**

- 6.1. Product and Equipment Warranties. Subject to the limitations set forth further

below, QIAGEN warrants as follows:

- 6.1.1. Product Warranty. QIAGEN warrants that, at the time of shipment, the products sold by it are free from defects in materials and workmanship and conform to QIAGEN's specifications, if any, that accompany the products (the "Specifications"). QIAGEN agrees to replace any defective or non-conforming product purchased directly from QIAGEN (provided that such nonconformity was not caused by misuse or negligence of Customer) if Customer provides notice to QIAGEN within thirty (30) days after receipt. No claim will be honored if Customer fails to notify QIAGEN within the period specified.
- 6.1.2. Equipment Warranty. QIAGEN warrants that: (i) all new instrumentation manufactured by and purchased directly from QIAGEN will correspond to the product specifications and be free from defects in workmanship and materials for a period of twelve (12) months from the original date of shipment, and (ii) all refurbished instrumentation purchased directly from QIAGEN will correspond to the product specifications and be free from defects in workmanship and materials for a period of six (6) months from the original date of shipment. Repair or replacement of defective parts will be provided to the Customer during this time period provided that the QIAGEN instrumentation is operated under conditions of normal and proper use and that all previous service on the QIAGEN instrumentation has been exclusively performed by QIAGEN or QIAGEN's authorized representative, but not in the event that damage is caused by the Customer. If any part or subassembly proves to be defective, it will be repaired or replaced at QIAGEN's sole option, subsequent to inspection at the factory, or in the field by an authorized factory representative, provided that such defect manifested under normal and proper use. QIAGEN may use new, used, or reconditioned parts of equivalent or superior specifications in the repair of your equipment. Parts

removed and replaced as part of the repair become QIAGEN property.

- 6.2. Customer agrees that QIAGEN's sole liability, and Customer's sole and exclusive remedy, pursuant to any claim of any kind against QIAGEN, including without limitation any claim in contract, negligence or strict liability, shall be, at QIAGEN's option, (a) replacement of any non-conforming products or reperformance of any non-conforming services or (b) a refund of the price allocable to the non-conforming products or services.

6.3. Returns

Customer must obtain prior written authorization for all returns of products from a QIAGEN Customer Relations or Technical Services Representative, which such authorization shall be provided in QIAGEN's sole discretion. Returned products (other than defective products) must be returned freight prepaid by the Customer. The products must be returned in their original packaging and in resaleable condition. A Returned Good Authorization number shall be assigned and must be included in the shipping documentation. Some products may not be eligible for return due to regulatory or storage requirements.

- 6.3.1. Returns due to Nonconforming product. If Customer chooses to return nonconforming (i.e., does not conform to Specifications) products under the product Warranty, QIAGEN will assess the product to verify the nonconformance. If the product is found to be non-conforming, QIAGEN shall send a replacement within 48 hours for all stocked items. If Customer is asked by QIAGEN to return the nonconforming product, QIAGEN will pay for the return shipping charges as well.

- 6.3.2. Returns due to Customer Ordering Error. Products ordered in error are returnable within thirty (30) days after shipment was started by QIAGEN; provided that the products being returned remain unopened and suitable for resale, as determined by QIAGEN in its sole discretion. Customer must pay for the return freight. A credit shall be issued for the invoice price of

the returned product less (1) a restocking fee of the greater of 20% of the return value or \$50.00 and (2) freight costs incurred by QIAGEN for the shipment to and/ or from Customer. Special orders, non-stocked items, discontinued reagents, and regulated products may not be returned.

THE LIMITED WARRANTY IN SECTION 6.1 ABOVE IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND CONDITIONS AND QIAGEN HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS APPLIED BY STATUTE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) ANY IMPLIED WARRANTY OR CONDITION, INCLUDING WITHOUT LIMITATION A WARRANTY OR CONDITION IMPLIED BY STATUTE THAT ANY USE OF THE GOODS OR SERVICES WILL NOT VIOLATE OR INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, WITHRESPECT TO THE GOODS OR SERVICES, OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE.

## **7. LIMITATION OF LIABILITY AND REMEDY**

7.1. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS WHICH QIAGEN IS CHARGING HEREUNDER DO NOT INCLUDE ANY CONSIDERATION FOR QIAGEN'S ASSUMPTION OF THE RISK OF CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH USE OF THE GOODS OR SERVICES BY CUSTOMER. ACCORDINGLY, CUSTOMER AGREES THAT QIAGEN SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF



ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER.

- 7.2. QIAGEN's liability for breach of warranty or for any loss or damage resulting from any other cause whatsoever, including alleged negligence, shall not exceed the lesser of (i) the cost of correcting any non-conformities in the products or services or (ii) the cost of replacing the products or reperforming the services. In no event (including unenforceability of the above limitations and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder) shall QIAGEN's aggregate liability for damages under this Agreement exceed the purchase price previously paid by Customer for the non-conforming products or services. The parties acknowledge that the limitations set forth in this Section 7.2 are integral to the prices charged under this Agreement and that, were QIAGEN to assume any further liability other than as set forth herein, such prices would of necessity be set substantially higher. Customer expressly agrees that this limitation of damages and remedies shall constitute the exclusive remedies and measure of damages available to Customer and all other remedies and measures of damages which might otherwise be available under the law of any jurisdiction are hereby waived by Customer.
- 7.3. Without limitation to the generality of the foregoing limitation, QIAGEN shall not be liable for any damage or loss caused by the improper or unapproved use of the products.

## **8. INDEMNIFICATION**

Customer shall indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of the use of Products purchased by Customer hereunder, regardless of where, how, and by whom used, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence or willful misconduct. The indemnities and

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assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

## 9. GENERAL COMPLIANCE

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, applicable federal, state and local laws, rules, regulations and guidelines relating to the manufacturing, quality control, packaging, labeling, handling, shipping, importation, exportation and storage of Products.

## 10. DATA PRIVACY

The parties acknowledge that use of the Products and Equipment by Customer may be subject to current and future laws, rules and regulations ("**Privacy Laws**") regarding collecting, accessing, using, disclosing, electronically transmitting, securing, storing, and disposing of personal information including but not limited to personal health information ("PI"). Customer is solely responsible for ensuring that Customer's use of the Products and Equipment complies with the Privacy Laws.

The parties acknowledge that PI is not required for QIAGEN's performance of this Agreement. Accordingly, Customer shall not disclose, communicate, transmit or otherwise provide any PI (or access to PI) to QIAGEN. If Customer inadvertently provides any PI (or access to PI) to QIAGEN, in any form, whether on paper, tape, diskette, CD or other tangible media, in instruments or computers, electronically displayed, or verbally disclosed, QIAGEN agrees that it shall not use, disclose, or reproduce, in any manner, any such PI and it shall promptly report such disclosure to Customer and follow Customer's directions with respect to returning or disposing of such PI. Customer will indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses arising out of Customer's inadvertent

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provision of PI (or access to PI) to QIAGEN, and Customer shall pay all fines, penalties, and/or judgments entered in any such suit or suits or other legal proceedings. For the purposes of this Section 10, PI shall not include the business contact information of Customer's employees, which is provided to QIAGEN solely for the purposes of allowing QIAGEN and Customer to communicate regarding this Agreement and related matters (e.g., matters related to the purchase, sale and/or delivery of QIAGEN Products and Equipment). Customer shall be responsible for providing any notices to its employees, and obtaining any consents from Customer's employees, as may be needed for Qiagen to collect and use their business contact information for the purposes described above.

## **11. Software License**

Software contained in Equipment or Part(s) ("Software"), if any, shall be disclosed to Customer in confidence and shall be licensed to Customer for Customer's internal use only and for the life of the Equipment or Part(s). Customer agrees that the Software is the intellectual and proprietary property of QIAGEN or its licensor and that the title to, ownership of, and the copyright of the Software shall remain with QIAGEN or its licensor. Customer 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 QIAGEN. Customer further agrees not to alter or remove any copyright, trade secret, patent, proprietary and/or other legal notices contained in the Software.

## **12. CONFIDENTIALITY**

Each party shall use Confidential Information (information of a proprietary or sensitive nature that is not readily available through sources in the public domain) of the other party only for purposes of this Agreement. Otherwise, except as may be required by law neither party shall use, publish nor disclose, or cause anyone else to use, publish or disclose, any Confidential Information of the other party. The restrictions on disclosure and use hereunder shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was

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made available to other third persons on a non-confidential basis by the disclosing party prior to the execution of this Agreement, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, regulations, including securities and other disclosure law, subpoena or court order to be disclosed. The provisions of this paragraph shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

### 13. QIAGEN EMPLOYEE PERSONAL INFORMATION

The parties acknowledge that in certain circumstances, where permitted by applicable laws, for business and safety reasons, Customer may wish to collect personal information or biometric data (as defined by applicable laws, and which may include (without limitation) fingerprints, DNA or RNA samples, photographs, or signatures) from QIAGEN employees who will perform services on Customer's premises or enter Customer's facilities for other business reasons. Customer will bear all costs associated with the collection of such data, and Customer agrees to comply with all applicable laws, including any applicable privacy and data protection laws and regulations, as well as any findings, decisions, guidelines, recommendations and/or orders issued by relevant regulatory authorities, in collecting, storing, handling, using, disclosing, protecting and disposing of such personal information and/or biometric data. Without limiting the foregoing, Customer shall be responsible for: (a) providing any required notices to relevant individuals, and obtaining any required consents from relevant individuals, prior to collecting, using, communicating or disclosing their personal information and/or biometric data; and (b) reporting the collection, use, storage and other processing of such information and/or data to relevant regulatory authorities (including reporting the creation of any database of biometric characteristics or measurements to such authorities, where required), in accordance with applicable laws. Customer will indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of Customer's breach of such applicable data privacy and security laws or regulations, and Customer shall pay all fines, penalties, and judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence or willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of any purchase or service agreement between the parties, whether by expiration of time, by operation of law, or otherwise.

## **14. NON-DISCRIMINATION**

Neither Customer nor QIAGEN shall discriminate in the performance of this Agreement because of race, ancestry, color, citizenship, sex, sexual orientation, gender identity, gender expression, age, religion, handicap, marital status, family status, national or ethnic origin, or other protected characteristic under applicable human rights legislation, in violation of any applicable federal, provincial or local law or regulation.

## **15. ENTIRE AGREEMENT**

This Agreement, including any attachments, exhibits or schedules hereto or delivered herewith, represent the entire agreement between the parties with respect to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed on behalf of each party.

## **16. BINDING EFFECT; ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by Customer without QIAGEN's prior written consent; except that Customer may assign this Agreement, without the prior consent of QIAGEN, to the successor to all or substantially all of the business of Customer as long as the successor or surviving entity in such transaction agrees to be bound, in writing, by the terms and provisions of this Agreement, and written notice of such assignment is provided to QIAGEN prior to consummation of the transaction. This Agreement shall be assignable by QIAGEN.

## **17. WAIVER**

The waiver by a party hereto of any breach of or default under any of the provisions of this Agreement shall not be effective unless in writing and the failure of a party to enforce any of the provisions of this Agreement or to exercise any right there under shall not be construed as a waiver of such right.

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## **18. SEVERABILITY**

If any part of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of the parties hereto.

## **19. SURVIVAL**

The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

## **20. FORCE MAJEURE**

The timely performance of either party will be excused, except any obligations to pay any amounts then owed to the other party hereunder, and shall not constitute a breach or grounds for termination or prejudice of any rights hereunder if the delay of the performance is the result of a Force Majeure event (as defined in Section 4.3 above); provided that such party shall promptly provide written notice of such delay and the reason therefore to the other party, shall use its reasonable efforts to limit or resolve the cause of the Force Majeure, and shall resume performance immediately after the cause of the delay is removed.

## **21. INDEPENDENT CONTRACTORS**

The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

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## **22. GOVERNING LAW AND ARBITRATION; CLASS ACTION WAIVER**

22.1. Governing Law. Subject to Section 22.5, this Agreement and any claims, disputes or causes of action relating to or arising out of this Agreement shall be construed, unless otherwise prohibited by law, in accordance with and governed by the laws of the State of Maryland without giving effect to the conflict of laws principles thereof. All claims under this Agreement which cannot be amicably settled shall be submitted to binding arbitration as set forth and subject to the restrictions below.

22.2. Informal Resolution of Disputes. Prior to arbitration, the parties shall seek informal resolution of disputes. The process shall be initiated with written notice of one party to the other, describing the dispute with reasonable particularity. The other party shall respond within ten (10) calendar days. Each party shall promptly designate an executive with requisite authority to resolve the dispute, and the first meeting shall occur within 10 calendar days from the response described above. If the dispute is not resolved within 10 calendar days of the first meeting, either party may proceed to arbitration as set forth below.

22.3. The parties may assert claims in small claims court if the claims qualify for the small claims court in the Canadian Province in which the party resides. The parties may also bring a claim in court if the claim is a consumer claim excluded by operation of statute from arbitration in the province in which it resides.

22.4. Mandatory Binding Arbitration. In the event that claims do not qualify for small claims court and the laws of the Canadian Province in which the parties reside do not permit or require you to resolve your claims in court as a consumer claim as referred to in section 22.3, any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, including, but not limited to the formation, execution, validity, application, interpretation, performance, breach, termination or enforcement of this Agreement and any dispute as to the validity or applicability of this arbitration clause shall be submitted to final and binding arbitration.

22.5. The binding arbitration shall be administered by the American Arbitration

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Association under its Commercial Arbitration Rules, except where those rules are intentionally varied by the parties herein or pursuant to mutual agreement. The parties expressly agree that the arbitration shall be conducted in Washington, DC, in the English language, and under Maryland law, unless the parties mutually agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than Washington, DC or that the laws of a province or state other than the State of Maryland governs. To the extent permitted by applicable law, the prevailing party shall be entitled to a reimbursement of all of its reasonable attorney fees and arbitration costs by the other party. The arbitration award shall be final.

22.6. The parties enter into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement, and any proceedings thereunder, shall be governed by the Federal Arbitration Act ("FAA") 9 USC 1-16. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

22.7. Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS OR ANY GOVERNMENTAL BODY OR THE PUBLIC. DISPUTES MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES.

TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (III) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN

ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

22.8. Waiver of rights. Including Trial By Jury. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action (other than that referred to in section 22.3) or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES.

22.9. Right to Seek Injunctive Relief. This Agreement does not preclude either party from seeking injunctive relief in a court of law in accordance with applicable law.

## **23. TERMINATION FOR DEFAULT**

If either party shall default in a material manner with respect to its performance or obligations or covenants under this Agreement, (including without limitation, Customer's failure to pay), upon written notice to the defaulting party and without prejudice to any other rights the non-defaulting party may have, to terminate this Agreement. In the event of Customer's default, Customer shall owe Qiagen a fee for any order shortfalls at the time of termination, as set forth in Section 5 above.

## **24. TERMINATION FOR INSOLVENCY OR BANKRUPTCY**

Either party may, in addition to any other remedies available to it by law or in equity, terminate this Agreement by written notice to the other party in the event the other party shall become insolvent, make an assignment for the benefit of its creditors, or have any case or proceeding voluntarily initiated by or commenced against or other action taken by or against it in bankruptcy or seeking reorganization, liquidation, dissolution of winding-up or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, and any such event shall have continued for sixty (60) days undismissed, unbonded and undischarged.

## **25. Use and Handling of Products**

Customer shall handle and use the results of the products in conformity with (a) good laboratory practice, (b) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies, (c) any patent and other proprietary rights of third parties, or (d) its negotiated status or classification for each product purchased. Customer understands that products which are labelled for molecular biology applications or research use are not intended for clinical diagnostic use and that Customer is solely responsible for determining and complying with the laws, regulations, guidelines, and decisions of judicial or regulatory bodies applicable to the Customer's use of the products.

## **26. No Transfer of Resale. Unless otherwise expressly agreed to in writing by a duly authorized representative of QIAGEN,**

26.1. The purchase of QIAGEN products of equipment conveys to Customer only the non-transferable right for Customer to use the quantity of products or equipment and components of products purchased in compliance with the applicable intended use statement, limited use statement or limited label license, and

26.2. Customer shall not transfer or resell, transfer, exchange, or otherwise assign the products or equipment, or any portion of them, without first obtaining the prior written consent of QIAGEN, which consent may be granted or withheld by

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QIAGEN in its sole discretion.

## **27. Electronic Commerce (If Applicable)**

This Agreement will govern Customer's purchases from QIAGEN of products made through electronic business to business solutions, including but not limited to electronic ordering systems (collectively "B2B" or "eProcurement"). The parties will reasonably cooperate to establish B2B systems to facilitate direct shopping, sales and payment transactions between the parties.

## **28. Counterparts and Signatures**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software, shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.