



September 2022

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 recognized 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's 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 authorized to make deliveries in installments. Each installment may be invoiced separately. With order deliverable on call, notice thereof must be made at least two (2) weeks prior to the designated delivery date.
4. 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 Buyer 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 Buyer.
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 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.
6. 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. Buyer 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).
7. a) Seller's invoices are payable and due 30 (thirty) calendar 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 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 recognized. 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 authorized 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 for this. In such cases, the Seller's instructions for use shall only be deemed to be non-binding recommendations.
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 that might otherwise have existed.
- b) In case of justified objections, the Seller shall, within a reasonable period, supply the missing quantities, or, at the 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 only 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 direct damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from grossly 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 (1) 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 (2) years after delivery of the products. The aforementioned limitation of periods shall not apply to claims of the Buyer pursuant to Item 10 d) herof to which it is entitled on the basis of the same facts.

11. 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.

12. a) Place of performance shall be Venlo. All disputes arising in connection with agreements between the 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) The Dutch law shall apply in case Buyer has its seat or residence in the Netherlands, Belgian law and The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable in any case.