



September 2022

Terms and Conditions

1. Price

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).

2. Order Binding

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.

3. Delivery

QIAGEN shall not be liable for any damage or loss of n goods upon QIAGEN's making delivery to a carrier in good condition, consigned to Customer, or delivered to a person as Customer may direct.

4. Part delivery

If this Agreement calls for more than one shipment of Goods 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.

5. Transport

QIAGEN reserve the right to choose the means of transportation on behalf of the customer. We will comply with the buyer's request for the means of transport against reimbursement of any additional cost. 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) QIAGEN's logistic hub in Roermond (The Netherlands) or in Hilden (Germany), or any other location QIAGEN may direct; all alternatives if not otherwise mutually agreed.

6. Payment

The full amount of each invoice for Goods and Services hereunder shall be paid within terms of payment as per Quotation/contract of purchase issued by QIAGEN. Payment should be made either through Letter of Credit or Wire transfer or cheque/draft. Any discounts, bank charges and expenses shall be borne by Customer.

7. Late payment

QIAGEN reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month all amounts not paid when due, calculated on a daily basis beginning with the 1st day following the invoice due date. Any cheque or remittance received from or for the account of Customer may be accepted and applied by QIAGEN against any indebtedness owing by Customer.

8. Lien

QIAGEN shall have a lien on the products supplied hereunder and, to any and all accessories hereto and substitutions therefore until Buyer has completed payment of the purchase price,

plus accrued interest, late payment charges and has fully performed all of the terms and conditions hereof.

9. Damage/Complaints

If there is a considerable defect or damage in the instrument, before installation, QIAGEN will resolve the problem. But QIAGEN shall not be responsible for defects/damages after proper installation & training. The customer must sign and send standard installation report at the earliest not exceeding 30 days from delivery.

10. Warranty

QIAGEN warrants only that the Goods and Services will confirm to QIAGEN's published specifications for such Goods and Services in effect at the time of order acceptance.

11. Limitation of Liability and remedy

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.

Customer agrees that QIAGEN 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 option, (a) re-delivery of any non-conforming goods or re performance of any non-conforming services or (b) a refund of the price allocable to the non-conforming goods or services.

12. Software License

The Software contained in the 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.

13. Force Majeure

QIAGEN 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 QIAGEN's reasonable control (each a "Force Majeure Event"). In such Force Majeure Event, QIAGEN shall (a) promptly notify the Customer 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, QIAGEN may terminate this Agreement without liability upon written notice to the Customer.

14. Promptly upon receipt of each delivery of goods and services hereunder, customer shall examine such goods and deliverables of such services for any defects, damage or shortage. All claims, including without limitation for non-conforming goods or services,

shortage or any other cause whatsoever, shall be deemed waived unless made in writing and received by QIAGEN by (a) 7 days after customer's receipt of the goods or services, in the case of any non-conformities or deficiencies reasonably ascertainable by visual inspection or routine testing procedures, (b) 30 days after customer learns of the facts giving rise to the claim, in the case of any other non-conformities or deficiencies not reasonably ascertainable by visual inspection or routine testing procedures, or (c) 60 days after customer's receipt of such shipment. customer's failure to give notice of any claim within the applicable time period specified above, shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing or use of the goods or services shall have then taken place.

15. 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 as detailed in our price list.
16. All the disputes are subject to Delhi jurisdiction.