



September 2022

## QIAGEN New Zealand Limited SALES TERMS AND CONDITIONS

These terms and conditions (also referred to as this "Agreement") apply to all sales of products ("Products") by QIAGEN New Zealand Limited (the "Seller") to its customers (the "Buyer"), unless the Seller and Buyer 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. Any provisions printed or otherwise contained in any purchase order, acknowledgement, acceptance, or other document from Buyer purporting to govern the purchase of Product from Seller which are inconsistent with or in addition to these terms and conditions shall have no force or effect and shall not constitute any part of the Agreement between the parties, unless in writing and signed by an authorized representative of the Seller.

### 1. Payment Terms/Credit.

(a) All prices are quoted and payable in New Zealand dollars. Seller is 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). (b) Seller reserves the right to amend any accidental errors and omissions in quotations and invoices, to charge increases in import duty and other government taxes and charges. (c) Except as set out on the invoice or in other writing as confirmed by the Seller, the purchase price for the Products shall be paid in full within 30 (thirty) calendar days of the

“Shipment Date” (indicated on the reverse of the invoice or other writing) despite any disputes between the parties. Buyer shall pay interest on any unpaid amount of the purchase price at the rate of 0.5% per day from the 31st day after the Shipment Date. (d) Seller in its discretion may require at any time assurances satisfactory to Seller of Buyer’s creditworthiness and may withdraw or limit Buyer’s credit at any time.

## 2. Title/Delivery

(a) 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.

Each delivery to be made hereunder constitutes a separate sale. (b) The Products shall be shipped to the destination and in the manner set out on the other side of this form. In the absence of such shipping provisions, Seller shall deliver the Products to Buyer in a commercially reasonable manner. (c) Products shipped within 30 days of the Shipment Date shall be deemed to constitute a delivery acceptable to the Buyer. (d) Acceptance of any of the Products by Buyer shall constitute a waiver of any claim for late delivery of the Products. (e) Title to the containers used for the Products shall pass to Buyer on delivery, and Seller shall not be required to accept their return or otherwise dispose of them.

## 3. Returns

All returns must be authorized by Seller and allocated a Return Authorization Number (“RAN”) before return. A restocking fee may apply. All freight costs incurred in returning Products to Seller will be at the cost of Buyer unless a duly authorised signatory of Seller has stated in writing to accept the return freight costs. A condition of such agreement is that Buyer must use the freight carrier nominated by Seller. The RAN and a statement setting out what potentially hazardous use, if any, has been made of the Products together with where appropriate, a

decontamination notice signed by a duly authorized officer of Buyer and stating the decontamination method used must accompany all returned Products.

#### 4. Inability to Fulfill Obligation

Seller shall not be liable for late shipment, late delivery or non-delivery of the Products (i) as the result of fire, flood, accident, act of God, embargo, shortage of materials, pandemic, labour or power or any other cause or contingency beyond Seller's reasonable control or (ii) if at any time production shall be curtailed or shut-down by a strike, work stoppage or other labour trouble at a plant of Seller or any of Seller's suppliers. If any of the foregoing events occurs, Seller may at its option (i) make deliveries of the Products proportionate to production and/or postpone the shipment of the Products to a reasonable time after the event has been remedied or (ii) give notice to Buyer within 20 days after the commencement of any such event that this contract is terminated and all rights and liabilities of Seller and Buyer shall cease and terminate, except with respect to Products previously shipped or in Seller's inventory. Seller shall have no obligation to buy in the open market any article required by Seller to manufacture the Products when the supplier thereof has defaulted in delivery.

#### 5. Claims

No Buyer claims shall be allowed if any of the Products have been altered by Buyer. Promptly upon arrival of the Products at Buyer's place of business, Buyer shall make reasonable efforts to inspect the Products for any defects in conforming the Products to any written specifications furnished to Buyer by Seller ("Specifications"). If Buyer rejects any of the Products because of Specification defects, Buyer shall submit written notice of rejection to Seller within 10 days after receipt of the Products. Where Specification defects are not reasonably ascertainable by visual inspection or routine testing procedures at time of the Goods' arrival at Buyer's place of business, Buyer shall submit written notice of rejection within 5 days after discovery of such defects or within 5 days after Buyer should have reasonably discovered such defects; provided that no such claims may be made later than 3 months following the Shipment Date. Products shall not be returned without the prior written consent of Seller together with the allocation of

a RAN which is referred to in Clause 3. All returned Products shall include written notice stating the specific reason (s) for their rejection and shall be shipped by Buyer to Seller. Buyer must use the freight carrier nominated by Seller.

## 6. Warranties

Seller warrants that all Products will be free from any defects in materials and workmanship at the Shipment Date. Seller warrants that all new instruments manufactured by the Seller will correspond to the product specifications and be free from defects in workmanship and materials for a period of twelve (12) months from the shipment date. If installation is included with the purchase, then Warranty commences from the installation date, but no longer than 30 days from the shipment date. Repair or replacement of defective parts will be provided to the Buyer during this time period provided such instruments are operated under conditions of normal and proper use, but not in the event that damage is caused by the Buyer. If any part or subassembly proves to be defective, it will be repaired or replaced at Seller'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. Seller may use new, used, or reconditioned parts of equivalent or superior specifications in the repair of the instruments. Parts removed and replaced as part of the repair become the Seller's property. All warranties, conditions and liabilities implied by law other than those which may not be lawfully excluded under the applicable laws are hereby excluded. In any event, Seller liability in respect of the Products shall be limited to the cost of replacement or repair unless the same shall relate to personal injury or death and only then and if to the extent that the same shall arise out of Seller negligence.

For any Products, including computers, which are purchased by Seller from third parties and sold to the Buyer, the Buyer must claim the warranty with the manufacturer of the Product. The warranty time starts when the Seller purchases the Product. The Buyer will need to register the Product upon installation for any support and warranty claims.

## 7. Remedies and Damages

Buyer's exclusive remedy for its timely rejection of non-conforming Products or for any other failure of Seller to perform its obligations under this contract is (a) replacement by Seller at no cost to Buyer of nonconforming Products within a reasonable time after the returned Products are received by Seller in the same condition as they were received by Buyer or (b) if Seller is unable to replace non-conforming Products with conforming Products within 60 days after their return to Seller, repayment by Seller of all amounts paid by Buyer to Seller on account of the purchase price of the Products and cancellation of any balance of the purchase price owing to Seller. SELLER SHALL NOT IN ANY CASE BE LIABLE TO ANYONE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER CLAIM OR ACTION EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyer acknowledges its damages are limited to those set out in this Clause 7 and expressly agrees that these damages constitute the exclusive remedy available to Buyer, and Buyer expressly waives all other remedies and measures of damages that might otherwise be available at law or equity.

## 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. 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 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.

#### 10. Use of Products/Indemnity

The Products are developed, designed and sold for research purposes only. THE PRODUCTS ARE NOT TO BE USED FOR HUMAN DIAGNOSTIC OR DRUG PURPOSES OR TO BE ADMINISTERED TO HUMANS UNLESS EXPRESSLY APPROVED FOR SUCH PURPOSES BY THE APPROPRIATE REGULATORY AUTHORITIES IN AUSTRALIA OR ANY OTHER COUNTRY OF USE. Without limiting the foregoing, Buyer and its customers shall handle and use the Products in conformity with (i) good laboratory practice, (ii) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies, and (iii) any patent or other proprietary rights of third parties. Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs and expenses of Seller, including reasonable legal fees and expenses, in any way relating to (i) any use of Products not in compliance with the uses stated above, (ii) any failure of Buyer or any of its customers to comply with such good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the Products, (iii) any violation or infringement of any patent or other proprietary rights of third parties by Buyer or any of its customers in the handling or use of the Products, or (iv) and other use or misuse of the Products by Buyer or any of its customers.

## 11. Entire Agreement/Inconsistent Terms

Except as provided in this Clause 10, this contract supersedes all other warranties, conditions, understandings, representations and statements, verbal or written, express or implied, and shall constitute the entire agreement with respect to the subject matter between Buyer and Seller. Orders submitted on Buyer's own purchase order form containing statements, clauses, terms or conditions modifying, adding to, repugnant to, or inconsistent with the terms and conditions in this contract shall be deemed accepted by Seller only if so stated in writing by a duly authorized signatory of Seller. Notwithstanding the acceptance of any of Buyer's terms by Seller, Buyer expressly agrees that terms accepted by Seller are accepted only with the understanding that the liabilities of Seller shall be determined solely by the terms and conditions stated in this contract and the accepted terms.

## 12. Notice of Nonacceptance

All confirmation, invoices and other writings delivered to Buyer from Seller shall be deemed accepted by Buyer together with the terms and conditions set forth thereon unless Buyer gives written notice to Seller of Buyer's nonacceptance within 5 days of the date thereon.

## 13. Governing Law

This contract shall be construed according to and governed by the applicable laws of New Zealand and The courts of the State of Auckland have the exclusive jurisdiction over disputes arising from or in connection with the Terms and Conditions contained herein.

## 14. General

a) No amendment of any of the provisions of these terms and conditions shall be binding unless made in writing and signed by an authorised representative of both parties. (b) This contract shall not be assigned by either party without the written consent of the other. (c) Time shall be of the essence. (d) The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require

performance at any time thereafter, and the waiver by either party of a breach of any provision of this contract shall not constitute a waiver of any succeeding breach of the same or any other provision.

15. Any other terms, conditions or provisions whether proposed by Buyer orally or in writing shall be of no effect and the sale of Products by Seller shall not constitute acceptance of such other terms, conditions or provisions. The Terms and Conditions contained herein shall override and supersede any previous negotiations, agreement or arrangement between Seller and Buyer in relation to the supply of the Products. Unless specifically agreed in writing and signed by a director of the Seller, information and advice given orally or contained in Seller's publicity material, advertisements and in catalogues and in correspondence between the Seller and Buyer is given gratuitously and without liability on the part of Seller and shall not form part of contract between Buyer and Seller. Unless stated in the Terms and Conditions or expressly agreed in writing and signed by a director of Seller, no term, condition, warranty or representation (whether express or implied by statute, law, custom or usage) as to the nature, quality or fitness of the Products or their conformity with any description or sample is given by Seller or shall form part of any contract between Seller and Buyer.

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