



March 2024

General Terms & Conditions for the sale of instruments and consumables of QIAGEN in the EMEA region

DEFINITIONS

"Affiliate" means any company or undertaking which directly or indirectly through one or more entities, controls or is controlled by, or is under common control with either party. Control shall mean the power to directly or indirectly direct the management and policies of the company or undertaking through for example the ownership of voting rights or by contract.

"Contract" means these Terms and the quotation accepted by the Customer, either by signature, issuance of a purchase order or otherwise.

"Customer" means the person or entity placing an order with QIAGEN for Products, as identified in the quotation.

"Products" means instruments and consumables listed in the Customer's purchase order or QIAGEN quotation, accepted by the Customer, as the case may be.

"QIAGEN" means QIAGEN entity located in the EMEA region with a registered address stated in the quotation.

"Terms" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by QIAGEN.

1. The Contract

- 1.1. These Terms, in a version respectively in effect at the time of the conclusion of each Contract shall exclusively govern the sale of Products by QIAGEN entities located in the EMEA region, unless a separate set of terms is published on [qiagen.com](https://www.qiagen.com) for such QIAGEN entity.
- 1.2. These Terms constitute the whole arrangement between the Customer and QIAGEN for the purchase and sale of the Products and unless otherwise agreed by the parties in writing, shall apply to all undertakings for the sale of Products by QIAGEN to the Customer.
- 1.3. These Terms are deemed to have been accepted by the Customer by the fact of placing an order. Any contradicting or deviating terms and conditions of the Customer shall not become part of the contract unless QIAGEN has expressly agreed to their applicability in writing. Individual contractual agreements between QIAGEN and the Customer have priority over these Terms.

2. The Offer

QIAGEN's offers are subject to change without notice. Contract shall not be deemed to be legally binding before QIAGEN's written order confirmation or delivery of the Products. QIAGEN shall reserve the right to make minor deviations from its specifications concerning dimensions, weight, condition and quality of Products.

3. Research Use

- 3.1. Products are designed for use as prescribed by the Products labeling, when used in combination with the required components and software, as indicated. The safety and performance of Products for use other than as specified by the Product labeling and Instructions for Use ("IFU") has not been established. Any use of the Products for use other than as prescribed by the Product labeling and IFU, including human medical treatment, diagnostic

purposes or as pharmaceuticals, is considered off-label use. Off-label use shall only be permitted if such application is allowed pursuant to the statutory regulations applicable both to the Customer and the user and, insofar as necessary, approval by the competent authority(ies) has been granted. In addition, such application of Products shall require the prior written consent of QIAGEN. Express instructions for use stated on the package (e.g., "in vitro Diagnostic (IVD)") shall be deemed to be written approval of QIAGEN; such shall not, however, replace any regulatory authority approvals which are necessary in the user's country.

- 3.2. Customers who use Products for industrial production do so at their own risk. As QIAGEN is not in a position to be able to foresee or control the possible procedures and processes for such an industrial application of the Products, QIAGEN denies any warranty or liability for this as safety and performance of Products for use other than as specified by the product labeling and IFU has not been established. In such cases, QIAGEN instructions for use shall only be deemed to be non-binding recommendations.

4. Pricing and Acceptance

- 4.1. 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 state or local sales, use or other taxes, fees or duties arising out of the Contract, if any (other than taxes based on the net income of QIAGEN).
- 4.2. QIAGEN shall be entitled to additional handling fees for orders placed outside of QIAGEN standard ordering process, including but not limited to orders placed via non-digital channels, urgent or with delivery terms other

than indicated herein.

5. Delivery

- 5.1. Unless otherwise stated in the Contract, or a quotation or agreed between the parties in writing, shipping shall be executed CPT location of intended recipient (Incoterms® 2020) if location of intended recipient is within the European Union or United Kingdom, and, in case of any cross-border transport from or to countries outside of the European Union or United Kingdom, FCA (Incoterms® 2020) QIAGEN logistic hub in Roermond (The Netherlands) or in Hilden (Germany), or any other location QIAGEN may direct.
- 5.2. QIAGEN shall be authorized to make deliveries in installments. Each installment may be invoiced separately. Representations as to delivery dates are approximate only, unless QIAGEN has given an expressly binding commitment.

6. Payment Terms

- 6.1. QIAGEN invoices are payable and due within 30 calendar days after the invoice date, unless otherwise required by applicable laws. Payments will be accepted as wire transfer only. In the event of late payments QIAGEN reserves the right to charge interest for late payment in commercial transactions applicable in the relevant jurisdiction and claim higher damage compensation subject to proof of greater damage suffered. All legal costs for payment collection are for the expense of the Customer. QIAGEN is entitled to suspend all orders placed by the Customer until full payment is obtained.
- 6.2. Customer payment obligations shall not be affected by any circumstances, including without limitation, any set-off, counterclaim or any other right that Customer may have against QIAGEN.
- 6.3. QIAGEN reserves the right to, and the Customer accepts that invoices may be issued and sent electronically in PDF format in accordance with applicable

regulations.

- 6.4. Notwithstanding delivery, title in the Products shall not pass from QIAGEN to the Customer and QIAGEN shall retain full legal and beneficial ownership of the Products until the Customer has paid all amounts due in respect of the Products in full.

7. Warranty

- 7.1. The limitation period for Customer claims resulting from defects shall be one (1) year following delivery of the Products. This limitation period shall also apply for claims based on tort resulting from defects of the Products. Should the Customer be in default of acceptance of Products, then the limitation period shall start to run upon the transfer of risk. Statutory warranty is hereby excluded.
- 7.2. Customer shall inspect the delivered Products and notify QIAGEN in writing about possible defects, deviations of quantities or delivery of nonconforming Products within 7 (seven) calendar days of their receipt. Latent defects shall be notified to QIAGEN in writing within 7 (seven) calendar days after their discovery. The failure to meet these deadlines shall result in the automatic loss of any warranty claims which might otherwise have existed. In case of justified objections, QIAGEN shall, within a reasonable period, supply the missing quantities, or, at QIAGEN discretion, replace the Products or rectify the defect, provided that the Product has been purchased directly from QIAGEN.
- 7.3. No warranty claims or damage claims or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of Products by the Customer. No liability shall be assumed for parts subject to wear and tear such as movable parts, hoses, syringes, etc.

8. Limitation of Liability and Remedy

QIAGEN shall only be liable in accordance with the applicable statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of QIAGEN's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the applicable product liability laws or any regulations, orders or directions made pursuant to such product liability legislation, for initial impossibility insofar as QIAGEN 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 QIAGEN assumed a guarantee for their attributes. QIAGEN shall only be liable for direct damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from grossly negligent violations of QIAGEN's essential contractual obligations or fundamental obligations. Otherwise, any liability shall be excluded, to the extent permitted by law.

9. Trade Compliance

Customer shall comply with all applicable customs and export control regulations *including but not limited to those* issued by the United Nations, the US Government and the European Union. In particular, without limitation, Customer shall refrain from any transactions in relation to QIAGEN's Product(s) which would violate any applicable sanctions, embargoes or foreign trade restrictions including but not limited to those issued by the United Nations, the US Government and the European Union (referred to as "Sanctions"). Customer declares that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Customer shall promptly notify QIAGEN in writing if the Customer or any of the aforementioned persons become subject to Sanctions. Furthermore, the Customer commits to providing QIAGEN with all necessary documents and information required for Sanctions control checks performed by QIAGEN and/or any relevant authority. In the event of any violation of applicable Sanctions by the Customer, the Customer shall fully indemnify and hold harmless QIAGEN from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) resulting from such violations.

10. Software License

The software contained in the Product ("Software"), if any, shall be disclosed to the Customer in confidence and shall be licensed to the Customer for Customer's internal use only and for the life of the Product. 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. The 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.

11. Confidentiality

Each party shall use all information of a party or their Affiliates of a proprietary or sensitive nature that is not readily available through sources in the public domain ("Confidential Information") only for purposes of the Contract. 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 the Contract, (b) was made available to other third persons on a non-confidential basis by the disclosing party prior to the execution of the Contract, (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 the Contract regardless of the cause of termination.

12. Data Privacy

Unless agreed otherwise in writing or understood by nature of the Product, neither Customer nor QIAGEN shall disclose personal data (as defined by applicable laws). Notwithstanding the foregoing, the Contract, including quotes or purchase orders, may contain information such as name, contact information or signatures that may be identified as Personal Data.

Should the information include personal data, the Customer and QIAGEN will comply with all applicable data protection laws in relation to the processing of the personal data disclosed under the Contract and execute the relevant agreements, if so required. Personal data will not (i) be processed for purposes other than as necessary to perform the Contract and (ii) disclosed to any third party, unless otherwise permitted hereunder or applicable law.

13. Intellectual Property

- 13.1. Additional software licenses, limited use label licenses, or other written contract terms not found here ("Special Terms") apply to some Products. These Special Terms can be found at qiagen.com under the tab Trademarks & Disclaimers, in the accompanying product literature, or in certain cases in the sales conditions on the order confirmation or invoice.
- 13.2. Exclusive intellectual property rights for Products belong to QIAGEN. Unless expressly stated otherwise in Special Terms, the sale of Products to the Customer grants only a limited, non-transferable right to use the purchased quantity of products for purposes listed in Product labelling. Unless expressly permitted by QIAGEN in writing, the Customer will not modify, cover, remove, change, or otherwise hide any trademarks on the Products.
- 13.3. Unless expressly stated otherwise in Special Terms, no rights are given to use Products outside the scope of the Contract; it is solely the Customer's responsibility to acquire any applicable additional intellectual property rights related to the use of the products ("Additional Rights").
- 13.4. If third party makes a claim against QIAGEN for infringement of its intellectual property rights based on (a) the Customer's failure to comply with the

Contract, (b) Customer's failure to acquire any applicable Additional Rights, or; (c) Customer's modification, use or resale of a Product, the Customer will indemnify and hold QIAGEN harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that QIAGEN may have to pay as a result of the claim.

14. Force Majeure

QIAGEN shall not be liable for failure of or delay in performing its obligations, 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 a 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 the Contract without liability upon written notice to the Customer.

15. Miscellaneous

15.1. The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; and shall be assignable by QIAGEN. The Customer shall not assign any of its rights under the Contract without the prior written consent of QIAGEN.

15.2. No delay or omission by QIAGEN in exercising any right, power or remedy shall impair such right, power or remedy or operate as a waiver thereof. The

single or partial exercise of any right, power or remedy shall not preclude any further exercise thereof or the exercise of any other right, power or remedy.

15.3. The rights, powers and remedies of QIAGEN are cumulative and not exclusive of any rights, powers and remedies provided by law.

15.4. Should any provision of these Terms be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. The parties undertake to replace any such invalid, ineffective or unenforceable provision by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall apply mutatis mutandis to any gap in these Terms.

15.5. Sale of Products is governed by the laws applicable to and exclusively subject to jurisdiction of the courts in place of business of QIAGEN entity which is a party to the Contract. Nothing in this paragraph shall limit the right of QIAGEN to take proceedings against the Customer in any other court of competent jurisdiction.

15.6. The provisions of the Terms that may reasonably be interpreted or construed as surviving the expiration or termination of the Contract (including, without limitation, confidentiality and governing law) shall survive for the applicable statute of limitations.

15.7. The parties hereto are independent contractors and nothing in the Terms 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.