



September 2022

Terms and Conditions for Spare Parts Agreements for QIAGEN Distributors

The Terms and Conditions for Spare Parts Agreements entered into by QIAGEN Distributor include coverage of spare parts for the instrument platform after the manufacturer warranty period and shall be supplementary to the Distribution Agreement executed by the parties. Distributor is required to cover all active instruments in Distributor's installed base of a specific platform under the Agreement.

1. Definitions

- 1.1. "QIAGEN" means QIAGEN GmbH or any other QIAGEN entity specified in the Distribution Agreement.
- 1.2. "Equipment" means molecular biology robotic workstations and/or other instrumentation as specifically designated in attached quotation for which the manufacturer warranty has expired.
- 1.3. "Service" means activities performed by Distributor, or by Distributor's authorized representative, including, but not limited to, removal, maintenance, repair, overhaul, replacement and inspection of Equipment.
- 1.4. "Part(s)" means the component good(s) sold to Distributor by QIAGEN as may be required for the Service.

2. Terms and Conditions

The Spare Parts Agreement shall be comprised of the attached quotation, if any, and these Terms and Conditions ("Terms"). All other terms or conditions of service, purchase, sales or otherwise shall be binding only if duly executed by a legally authorized representative of QIAGEN. Any other terms, conditions or provisions, whether proposed by Distributor orally

or in writing, shall be of no effect and the sale of part(s) by QIAGEN shall not constitute acceptance of such other terms, conditions or provisions. These Terms shall be supplementary to and shall be governed by the applicable Distribution Agreement(s) between the parties. Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Distribution Agreement.

3. Included Coverage*

- Parts coverage per instrument platform required for repairs
- Preventative Maintenance ("PM") Kits†

The prices shall be determined according to the price list current at the time of the quotation. QIAGEN may increase the prices for the Service and Part(s) 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. Distributor 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 QIAGENs net income).

4. Eligibility

- 4.1. Equipment is deemed eligible for inclusion under a Spare Parts Agreement, provided that it is active in Distributor's installed base, operational and not covered by a valid QIAGEN warranty. Any exceptions must be agreed in writing. The Parts purchased under these Terms shall only be used for Service of the Equipment defined in the quotation.
- 4.2. QIAGEN reserves the right to inspect and approve Equipment prior the effective

* Transportation/Shipping costs based on Distributor's Incoterms

† Includes PM parts, excludes tools

date of the Spare Parts Agreement and the Distributor shall either repair the Equipment or be charged QIAGEN's standard rates in effect at that time for all labor and other expenses incurred for this inspection and for any corrective maintenance required to restore the Equipment to a state of eligibility for inclusion under a Spare Parts Agreement.

- 4.3. Unless otherwise specifically agreed in writing by QIAGEN, the Spare Parts Agreement will not cover any Equipment: (i) which has been misused, or subjected to unusual physical or electrical stress; (ii) which is modified by the end-customer or Distributor without the prior consent of QIAGEN; (iii) which has been serviced, or had service attempted, by anyone other than Distributor, or QIAGEN's authorized representative; or (vi) which has been used for more than seven (7) years from declaration by QIAGEN as obsolete.

5. Commencement and Term

5.1. The Agreement will be effective as of the effective date specified herein and remains valid for a respective calendar year.

5.2. QIAGEN reserves the right to immediately terminate this Agreement in whole or in part at any time, if QIAGEN deems the Equipment to be non-repairable and shall not be liable for damages or injuries suffered by the Distributor as a result of that termination.

6. Payment

The payment for the Spare Parts Agreement shall be made by Distributor (a) in accordance with the payment conditions set forth on the quotation attached hereto, if any, or, (b) failing any such conditions being specified therein, thirty (30) days after the invoice date. New units of the Equipment added during the running calendar year will be included and charged on a pro-rata basis. The pro-rata term will be the time between the conclusion of the warranty on that unit and the end of the coverage year.

7. Warranty

QIAGEN warrants that Part(s) shall be free from defects and conform to QIAGEN's specifications, if any, under normal use and service for a period of three (3) months from the date of receipt by Customer. This warranty shall not cover consumable goods in normal use or those of limited life, and QIAGEN only warrants that, at the time of shipment, such goods meet applicable specifications furnished or approved by QIAGEN.

8. Distributor Obligations

- 8.1. Distributor shall provide QIAGEN with the list of Equipment covered by the Agreement and promptly inform QIAGEN about any changes to the list. Equipment must be clearly identified by end-user customer name, installation date, account location, and instrument serial number.
- 8.2. Preventive Maintenance services have to be performed as per service manual, and documentation of completed PMs shall be sent to QIAGEN within 30 days of completion.
- 8.3. Copies of service reports on all services performed on Equipment shall be sent to QIAGEN within 30 days of completion.
- 8.4. In order to guarantee faster repair times for customers, Distributor shall acquire, prior to the effective date of the Agreement, spare parts stock per instrument type as per QIAGEN guidance.
- 8.5. At QIAGEN's request, defective parts need to be decontaminated in line with standard protocols and returned to a location specified by QIAGEN, at Distributor's expense.

9. Limitation of Liability

IN NO EVENT SHALL QIAGEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROPERTY, LOSS OF PROFITS OR PRODUCTION DAMAGES RESULTING FROM THE EQUIPMENT OR PARTS, OR CAUSED BY INSTALLATION, MAINTENANCE OR OTHER PERFORMANCE BY

DISTRIBUTOR TO THE END CUSTOMER UNDER THESE TERMS, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT OR TORT. SAVE IN RESPECT OF PERSONAL INJURY OR DEATH CAUSED BY QIAGEN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, QIAGEN'S TOTAL LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF OR IN RELATION TO THE SPARE PARTS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY DISTRIBUTOR TO QIAGEN WITH REGARD TO THE SPARE PARTS AGREEMENT. ANY CLAIM FROM THE DISTRIBUTOR SHALL BE TIME BARRED ONE YEAR AFTER THE DAMAGE WAS CAUSED.

10. 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 Distributor 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 Distributor.

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