

**INNOGENETICS**<sup>®</sup>  
BIOTECHNOLOGY FOR HEALTHCARE

**INNOGENETICS NV**  
Technologiepark 6  
B – 9052 Ghent  
BTW BE 0427 – 550 – 660  
RPR GENT

## **GENERAL TERMS AND CONDITIONS OF SALE - INSTRUMENTS**

### **I. IN GENERAL**

Unless expressly stated otherwise, the present General Terms and Conditions of Sale shall apply to any and all sales by Innogenetics NV (“Seller”) of automation instruments, such as: Auto-LIA, Auto-LiPA, AutoBlot , Luminex Instruments, and 4-MAT Instruments (“Instruments”) and corresponding spare parts (“Spare Parts”). The General Terms and Conditions of Purchase of the Purchaser are hereby explicitly excluded. These General Terms do not apply to the situation where Instruments and/or Spare Parts are put at customer’s or distributor’s disposal under a Reagent Rental Plan (RAP).

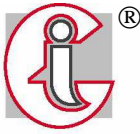
### **II. BINDING PURCHASE ORDER**

Purchaser’s purchase order (“**Purchase Order**”) shall be binding upon Purchaser and Seller upon receipt thereof by the Seller, unless Seller informs Purchaser by mail, fax, e-mail or any other (electronic) communication tool of the contrary. A binding Purchase Order as used here above shall mean that Seller accepts delivering the Instrument and/or Spare Part to Purchaser under the present Terms and Conditions of Sale. If Seller does not receive written notice to the contrary, Purchaser accepts without any reservations that Seller delivers the Instruments and/or Spare Parts to Purchaser under the present Terms and conditions of Sale. Once accepted by Seller, the Purchase Order cannot be cancelled or modified by Purchaser unless Purchaser fully compensates Seller for any damage, expense of loss incurred by Seller resulting directly from such cancellation or modification.

### **III. DELIVERY**

Instruments and Spare Parts shall be suitably packed for shipment by Seller and marked for shipment to the facility indicated in the Purchase Order. Unless expressly stated otherwise, Seller shall deliver the Instruments and/or Spare Parts DDU, place of destination (ICC Incoterms 2000). Each shipment of an Instrument shall be accompanied by a Certificate of Conformity and by an instruction for use.

Unless expressly stated otherwise, the delivery date(s) set out in the Purchase Order is only indicative and are subject to change (Instruments and Spare Parts: 6 weeks lead time as of Purchase Order). Seller shall not be liable and shall not indemnify Purchaser for any damage, expense or loss incurred by Purchaser resulting from a delay in delivery of Instruments.



**INNOGENETICS**<sup>®</sup>  
BIOTECHNOLOGY FOR HEALTHCARE

#### **IV. INSTALLATION**

Installations of the Luminex Instruments within North America and/or the EU shall be the responsibility of Seller in collaboration with Luminex Corporation. Purchaser shall compensate Seller per installation within North America and the EU at the then current Luminex rate. Purchaser shall provide at least three weeks prior written notice to schedule such installations.

Installations of Luminex Instruments outside North America and/or the EU outside of North America and the EU shall be conducted by a Luminex certified third party or a Luminex trained service engineer, contacted and scheduled through Seller's intermediation. Purchaser shall be responsible for payment of installation service fees, as well as any associated travel, labor and lodging expenses.

Upon Purchaser's request, installation of other Instruments may be provided by Seller according to Seller's conditions. However, a request does not constitute an obligation at Seller's side. Seller shall decide, at its own discretion, whether it shall provide the installation services or refer Purchaser to another service provider.

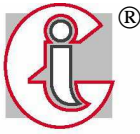
#### **V. PAYMENT**

Unless expressly stated otherwise, Seller shall sell and Purchaser shall buy the Instruments and/or Spare Parts specified in the Purchase Order at the prices agreed between the Purchaser and the Seller in due time. Seller shall invoice the Instruments and/or Spare Parts upon delivery thereof and shall address its invoices to the invoicing address specified in Purchase Order. Unless expressly stated otherwise on the invoice, payments shall be made within thirty (30) days date of the invoice. The introduction of a claim for defective quality or shortage or excess in quantity shall not entitle Purchaser to withhold payment of the corresponding invoice.

Until full payment of the price of the Instrument and/or Spare Parts, title to the Instrument and/or Spare Parts shall not pass to Purchaser. As long as title has not passed, Purchaser shall maintain the Instruments and/or Spare Parts in good working order by taking preventive or remedial actions. Purchaser shall take good care of the Instruments and/or Spare Parts as if it was his own property, and he shall use it in accordance with the technical standards in effect.

#### **VI. INSPECTION**

Purchaser shall inspect the Instruments and/or Spare Parts upon delivery; no claim for defective quality or shortage/excess in quantity of any individual shipments shall be valid unless made by written notice given to Seller in the case of obvious, visible defects within fifteen (15) business days from the date of delivery, and in case of hidden defects promptly upon discovery. Such notice shall be accompanied by a field problem report clearly describing the defects. Defective Instruments and/or Spare Parts shall be returned to the site indicated by Seller at Seller's expense and in accordance with Seller's instructions.



**INNOGENETICS**<sup>®</sup>  
BIOTECHNOLOGY FOR HEALTHCARE

## **VII. WARRANTIES**

Seller hereby represents and warrants to Purchaser that the Instruments and Spare Parts supplied hereunder shall be in accordance with the specifications set forth in the Instructions for Use.

Seller warrants that the Instruments are free of defects in material and workmanship for a period of 12 months after the date of delivery to Purchaser. During this 12 month period Seller shall repair the Instrument or, if the latter is not possible, replace the Instrument within due time. Seller shall provide all support needed (either by e-mail or telephone conversation) in order to facilitate this reparation and/or replacement.

Seller makes no representation or warranty other than explicitly provided herein.

## **VIII. MAINTENANCE**

Purchaser shall have the option to enter into a maintenance agreement with Seller encompassing either a preventive or a full comprehensive maintenance service programme. The financial terms thereof, as applicable from time to time, can be obtained from Seller's local sales representative.

## **IX. CONFIDENTIALITY**

Purchaser shall keep strictly confidential and shall not disclose or use in any manner whatsoever any business, financial, scientific or technical information relating to Seller or Seller's affiliates to which Purchaser has access in the frame of the purchase of the Instruments from Seller without Seller's prior written consent.

## **X. NOTICES**

All notices shall be in writing and shall be sent by registered mail or fax to the other party's address as set out in the Purchase Order.

## **XI. APPLICABLE LAWS AND JURISDICTION**

The present General Terms and Conditions for Sale, as well as the sales agreement between the Purchaser and Seller shall be governed by the laws of Belgium, excluding the Vienna Convention on the International Sale of Goods of April 11, 1980. Disputes, if not amicably settled, shall be submitted to the courts of Ghent (Belgium).

-----