

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

APTEC DIAGNOSTICS NV

Applicability of General Terms and Conditions of Sale and Delivery

The quotations of APTEC DIAGNOSTICS NV (hereinafter referred to as "APTEC"), the orders placed with APTEC and the deliveries by APTEC with regard to buyers shall be governed exclusively by these Terms and Conditions, subject to any prior written departures. Any reference of the Buyer to his own general terms and conditions is hereby regarded as non-existent. Other conditions shall be valid only insofar as APTEC has previously accepted the same in writing. Should one or more clauses of these Terms and Conditions be null and void, such nullity shall not affect the validity of the other clauses. Any such clause(s) as has (have) no effect, shall then be replaced by another (other) clause(s) having the same effect commercially.

Quotation, Agreement, Prices and Terms and Conditions of Sale

The agreement with APTEC shall become effective only after APTEC has confirmed the order in writing and the Parties have concluded an agreement. Unless stipulated otherwise, the price shall include the value of the goods per standard packing unit, exclusive of transport and any other costs. Any and all present or future taxes and other costs, levies and/or charges, of any kind whatsoever, shall be borne by the Buyer. Unless mentioned otherwise, the APTEC prices stated on quotations, pricelists and invoices shall be ex works (incoterms 2010) in EUROS (€) and exclusive of VAT.

Term of Delivery

Unless stipulated otherwise, any dates and terms given by APTEC shall be for information purposes only. APTEC can under no circumstances be held liable for delays in deliveries as a result of force majeure or external cause. Force majeure shall be understood to mean *inter alia* (without this enumeration being limitative): strike, war, lock-out, riot, mobilization, epidemic, illness, fire, change of transport rates, customs tariffs, government measures in general, overdue delivery by the supplier, strike at the supplier's plant, bankruptcy of the supplier, shortage of manpower, shortage of fuel, destruction of machinery, weather conditions, etc. If the delay in delivery is due to APTEC, the Buyer may terminate the agreement only in accordance with the applicable law. The Buyer shall give notice of default to APTEC by registered letter in advance. The Buyer cannot claim any compensation. APTEC may make partial deliveries and the customer must take delivery of such partial deliveries and pay the same.

Risk Transfer

The risk shall pass to the Buyer as soon as the consignment is delivered to the (first) person carrying out the transport or as soon as the consignment leaves the APTEC warehouse in order to be sent to the Buyer. The goods shall be transported at the Buyer's risk. This article shall also be applicable if the transport costs are borne by APTEC.

Complaints

APTEC must be informed of any visible defects, as well as deliveries which do not conform (including incomplete deliveries), within seven (7) working days from the date of delivery, by registered letter specifying the complaint in detail, in default whereof the delivery shall indisputably be regarded as conform and the goods as having been received in perfect condition. This presumption of conformity shall also apply if the Buyer has put the goods into use or has caused them to be put into use, has sold, treated or processed the same or has caused the same to be sold, treated or processed. APTEC must be informed of hidden defects not later than 14 days after the discovery thereof, and the Buyer shall undertake to commence a legal action, if any, because of hidden defects within three months from the discovery thereof, both of them on pain of lapse. Unless stipulated otherwise, the product shall not imply any guarantee. Any buyer who has agreed on a special guarantee with APTEC must invoke such guarantee within the term specified in such guarantee and, in default thereof, within the terms specified in this article. If all these terms and conditions have been met and the complaint is found well-founded, APTEC shall undertake to replace the defective goods by new goods or to repair the defective goods. The Buyer can under no circumstances make claims other than those specified hereinbefore. Shall therefore be excluded: price reduction and compensation (of any kind whatsoever and both for direct and consequential damage).

Return of Goods and Cancellations

Goods may be returned only with the previous written permission of APTEC. A buyer who cancels his order or refuses to take delivery of the ordered goods, shall – except in the event of force majeure – owe a fixed and irreducible compensation amounting to 30% of the selling price of the order or delivery 14 days after the demand sent by registered post, without prejudice to a higher compensation (e.g. for transport costs, storage charges and any ancillary costs or for goods made to order: these costs shall be 100% payable by the customer).

Liability

The Buyer himself shall be responsible for the registration of the goods and the obtainment of any licences to resell the goods. Unless stipulated otherwise and subject to the legal provisions of public order or mandatory law, APTEC shall not be held liable for:

- accidental damage or damage resulting from force majeure or weather conditions;
- damage caused by inappropriate and/or improper use;
- damage caused by an error or negligence on the part of the Buyer or one of his appointees, employees or mandataries.
- damage caused by an error or negligence on the part of one of its own appointees, employees or mandataries.

APTEC shall not be liable for damage to third parties and shall not be liable to indemnify the customer in any way whatsoever against any compensations, even in case of a major fault. The compensation APTEC may be liable to pay by virtue of this Agreement shall be limited to 10% of the price, with an absolute maximum of EUR 5,000.00.

Reservation of Ownership, Netting and Other Rights of APTEC

As soon as and as long as one or more amounts due to APTEC, of any kind whatsoever and due to any cause whatsoever, have not been paid fully in time (principal, interests, if any, indemnity clause and court costs, if any) by the Buyer:

- APTEC shall remain the owner of the goods; the Buyer shall put the unpaid goods at the disposal of APTEC immediately on request, and authorize APTEC already now to take the goods back (or to cause the goods to be taken back), and to enter the storage space for that purpose;
- any and all amounts due to APTEC shall become due and payable in one time, without notice of default;
- APTEC shall be entitled, even after concurrence, to invoke the right of setoff between such amounts as the parties may owe to each other for any reason whatsoever or due to any cause whatsoever, and this to the amount of the smallest amount;
- the Buyer must insure the goods against fire, explosion and water damage, as well as against theft;
- the Buyer shall be forbidden to pledge the goods, whether or not within the framework of a pledge on the Buyer's business, or to encumber the goods in any other way;
- the Buyer hereby transfers all claims he has against third parties to APTEC as security for the payment of his invoices;
- APTEC shall be entitled, without notice to the Buyer, to suspend the delivery of any other order whatsoever, even if such order forms parts of another agreement;
- APTEC shall be entitled, after the expiry of the due date and without prejudice to the right of APTEC to claim the payment of the invoices, to claim the termination of the agreement. In the event of termination of the agreement against the Buyer, the latter shall owe a fixed and irreducible compensation of 30% of the invoiced goods, without prejudice to a higher compensation, should there be reason to (e.g. for transport costs, storage charges and ancillary costs for materials, parts or goods made to order: these costs shall be 100% payable by the customer).

Payment

Unless stipulated otherwise, the invoices of APTEC shall be payable cash at the registered office of APTEC. APTEC shall be entitled to use the payments made by Buyer first to settle the oldest outstanding debts (including interests and costs), irrespective whether the Buyer wishes that his payment be used to settle other outstanding debts. In addition, APTEC shall be entitled to use the payments made by the Buyer first to settle interests, stipulated indemnity clauses and other compensations owed by the Buyer to APTEC by virtue of other outstanding debts. In default of payment of one or more invoices on its due date or their due dates, the Buyer shall owe, *ipso jure* and without notice of default:

- an interest of default at the legal interest rate (on the basis of the Belgian Payment Arrears in Commercial Transactions Fighting Act of 2 August 2002) increased by 3%, from the invoice date, calculated from day to day;
 - a fixed indemnity clause of 10% of the invoiced price, with a minimum of EUR 75; this indemnity clause shall not cover the costs related to the collection itself;
- A setoff by the Buyer shall be excluded. Neither can the Buyer exercise any right of retention in respect of unpaid goods:

Governing Law and Jurisdiction

The Agreement between APTEC and the Buyer shall be governed by the laws of Belgium. The place of performance of the Agreement between APTEC and the Buyer shall be the registered office of APTEC. Any dispute in connection with the validity, conclusion, interpretation or termination of the agreement between APTEC and the Buyer shall fall within the exclusive jurisdiction of the Dendermonde Courts, Belgium.