**GENERAL TERMS AND CONDITIONS OF PURCHASE**

**APTEC Diagnostics nv**

**1. QUALITY**

The Supplier shall ensure that all goods or services furnished (collectively, the “Goods”) shall be conform to the requirements of the applicable purchase order, shall comply with all specifications and certificates of analysis provided by the Supplier, shall be of high quality and fit for the purposes for which they will be used by **APTEC Diagnostics nv**  and shall be in accordance with nationally recognised codes (if any) applicable to the Goods in question.

Without prejudice to any other right or remedy which **APTEC Diagnostics nv** may have, if any of the Goods are not supplied strictly in accordance with the requirements of this document then **APTEC Diagnostics nv** shall be entitled in its absolute discretion to:

* cancel the order in question in whole or in part and be indemnified by the Supplier as set out below;
* reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that if the price of those Goods has already been paid by the **APTEC Diagnostics nv**, a full refund of that price shall be paid immediately by the Supplier;
* require the Supplier to supply replacement Goods immediately which are in full compliance with the requirements of this document; and/or
* require the Supplier to fully indemnify and keep **APTEC Diagnostics nv** fully indemnified against any and all liabilities, claims, actions, demands, expenses, costs, proceedings, losses or damage incurred by **APTEC Diagnostics nv** as a result of the Goods in question not being supplied strictly in accordance with the requirements of this document.

**2. DELIVERY/ WORK TIME**

The Supplier shall ensure that each delivery of the Goods is made using reasonable skill and care and in full compliance with all health and safety and other applicable legislation. The Supplier shall and keep **APTEC Diagnostics nv** fully indemnified against any and all liabilities, claims, actions, demands, expenses, costs, proceedings, losses or damage incurred by **APTEC Diagnostics nv** as a result of any failure by the Supplier to deliver any Goods in accordance with this requirement.

**3. CHANGES**

**APTEC Diagnostics nv** reserves the right to change specifications or, where the Goods are being provided, to issue orders for additions to or reduction from the Goods. If, as a result of any such variances the Supplier's overall cost relative to the original order is increased or decreased the price/charge shall be adjusted accordingly in an equitable manner.

**4. PROPERTY AND RISK**

Risk of the Goods sold to **APTEC Diagnostics nv** shall remain with the Supplier until actual delivery thereof to the delivery/work site. In the case of any goods of **APTEC Diagnostics nv** which are being supplied by **APTEC Diagnostics nv** to the Supplier for servicing or processing by, or incorporation by the Supplier into the other goods purchased by **APTEC Diagnostics nv** from the Supplier then the risk therein shall pass to the Supplier when those goods are delivered to it and shall remain with the Supplier until delivery of the processed or new goods to the delivery/work site of **APTEC Diagnostics nv**.

Ownership in the Goods sold to **APTEC Diagnostics nv** shall pass from the Supplier to **APTEC Diagnostics nv** upon the earlier of actual delivery of those Goods by the Supplier or payment for those Goods by **APTEC Diagnostics nv**. In the case of goods of **APTEC Diagnostics nv** which are being supplied by **APTEC Diagnostics nv** to the Supplier for servicing or processing by, or incorporation by the Supplier into the other goods purchased by **APTEC Diagnostics nv** from the Supplier, ownership of those goods shall at all times remain with **APTEC Diagnostics nv** and at no point shall ownership pass to the Supplier. The Supplier shall not (whether by act or omission) do anything which is inconsistent with **APTEC Diagnostics nv’s** ownership of any such goods.

**5. PRICE**

The price/charge includes all taxes and duties of every kind levied on the manufacture, sale, delivery or provision of the Goods and shall be inclusive of packing, loading, carriage and insurance. If at any time **APTEC Diagnostics nv** produces evidence of a bona fide offer to supply it Goods of similar quality at a lower price than specified in the relevant Purchase Order then the Supplier shall either reduce its price to that offered by the third party (such reduction to be in respect of the offered quantity) or allow **APTEC Diagnostics nv** to cancel its order (or any part thereof) without liability to the Supplier.

**6. PATENTS/CONFIDENTIALITY**

The Supplier warrants that **APTEC Diagnostics nv’s** purchase, use and onward sale of all Goods supplied by the Supplier will not infringe any patent or other industrial property rights of any third party. The Supplier shall treat as **APTEC Diagnostics nv's** confidential property and not use or disclose to others except as necessary in performance of its obligations to **APTEC Diagnostics nv** any information regarding **APTEC Diagnostics nv's** plans, programmes, plants, processes, products, costs, equipment or customers which may come within the knowledge or which may be developed by the Supplier in performance hereunder. This restriction shall not apply to information which is or has without the Supplier's act or default become part of the public domain. The copyright and other industrial property rights in all drawings, specifications or other documents furnished by **APTEC Diagnostics nv**  to the Supplier and vice versa shall belong to **APTEC Diagnostics nv** and shall be used by the Supplier solely for the purposes of discharging its obligations to **APTEC Diagnostics nv** but for no other purpose. All such items furnished to the Supplier by **APTEC Diagnostics nv** shall be re-delivered to **APTEC Diagnostics nv** on request.

**7. FORCE MAJEURE**

**APTEC Diagnostics nv** may suspend or cancel delivery of any Goods without liability to the Supplier where the Goods in question can no longer be used or consumed by **APTEC Diagnostics nv** due to circumstances outside of its control occurring before delivery.

**8. ASSIGNMENT**

The Supplier shall not assign, novate or otherwise transfer any of its rights or obligations under this document (including, without limitation, the right to receive payment of any monies due or to become due to it hereunder) nor shall the Supplier sub-contract the performance of any of its obligations under this document without the prior written consent of **APTEC Diagnostics nv**.

**9. INSPECTIONS**

**APTEC Diagnostics nv** may have access at all reasonable times to the Supplier's facilities for the purpose of inspecting, testing or approving any goods or drawings to be furnished. Such inspection, testing, approval or any failure to do so shall in no way relieve the Supplier of any of his obligation under these terms and conditions.

**10. ENTIRE AGREEMENT, VARIATIONS AND GOVERNING LAW**

This document sets forth the entire agreement between the Supplier and **APTEC Diagnostics nv** and supersedes any discussions or negotiations relating to the subject matter of this document other than those which are set out in this document. However, neither the Supplier nor **APTEC Diagnostics nv** seeks to limit or exclude its liability in any manner for fraud or fraudulent misrepresentation and no provision of this document shall be interpreted as such.

No variation to this document or to any order which the Supplier may purport to apply shall be binding on **APTEC Diagnostics nv** unless accepted by **APTEC Diagnostics nv**  in writing.

This document and the relationship between **APTEC Diagnostics nv** and the Supplier generally shall be governed by and interpreted in accordance with the laws of Belgium and, save in respect of the enforcement of any judgment, **APTEC Diagnostics nv** and the Supplier agree to submit to the exclusive jurisdiction of the courts of the Dendermonde Courts in Belgium.