



GENERAL TERMS AND CONDITIONS

Definitions

QVQ: QVQ Holding BV,

Purchaser: any person or organisation purchasing Products from QVQ or from an authorized QVQ distributor.

Order: the Purchaser's order for Products as placed directly with QVQ or with an authorized QVQ distributor.

Product: QVQ branded products.

1 Applicability of these Terms and Conditions

1.1 All quotations and sales by QVQ are subject to and expressly conditioned upon the terms and conditions contained herein. By placing an order or requesting a quotation the purchaser consents to these terms and conditions.

1.2 If purchaser submits any order acknowledgement or other document that contains terms and conditions that are inconsistent with or in addition to the terms and conditions contained herein, those inconsistent or additional terms are specifically rejected by QVQ.

1.3 No variation of the terms and conditions contained herein will be binding upon QVQ unless agreed to in writing by an authorised representative of QVQ.

1.4 QVQ reserves the right to amend these Terms at any time by posting a new version on its website (www.QVQuality.com). Any change to these Terms will not apply to an Agreement for any Order QVQ received before the change is in effect. The most recent revision date can be found at the end of these Terms.

1.5 QVQ in its sole discretion may from time-to-time enter into a separately negotiated written agreement executed by a duly authorized representative of QVQ for the supply of certain Product with terms different or in addition to these Terms (" Inter-Company Agreement "). The terms of any Inter-Company Agreement only apply to Orders as of the effective date of the Inter-Company Agreement and only apply to Orders of Product covered by the Inter-Company Agreement.

2 Orders, changes, cancellations and acceptance

2.1 The purchaser warrants that prior to placing an order or requesting a quotation that they have provided QVQ with all relevant information to prepare an accurate quote or complete an order.

2.2 All Orders are subject to acceptance by QVQ either in writing or by shipping Product. QVQ may accept any Order in whole or in part. QVQ reserves the right to refuse or cancel an Order for

any reason including limitations on quantities available, inaccuracies in ordering or billing information, errors in Product or pricing information, or any other potential problem identified by QVQ. QVQ will contact purchaser if any portion or all of an Order is cancelled or if additional information is required to accept the Order.

2.2 If the purchaser provides inaccurate information, or fails to disclose relevant information, QVQ retains the right to amend the gross sales price to reflect the changes to the order or cancel the order in its entirety. QVQ shall have no liability for any delays or any inappropriateness of the product supplied in such cases.

2.3 Orders may be changed or amended only by written agreement by both parties, stating the particular changes and the effect, if any, on the price and time of delivery.

2.4 Purchaser may cancel an order only by providing written notice to QVQ. If no work towards the order has been performed by QVQ the order will be cancelled. If work towards the order has commenced by QVQ, cancellation of an order at any time shall result in an immediate charge of one hundred (100) percent of the gross sales price of the original order unless otherwise agreed in writing by an authorised representative of QVQ.

3 Delivery and acceptance

3.1 QVQ will use its reasonable commercial efforts to fulfil purchaser's orders pursuant to any agreement for the supply of products.

3.2 QVQ will consider claims for damages or incorrect deliveries if notified within 5 days of receipt of the product. If no notification of damages or defects is received within 5 days QVQ will deem all products to be free of damage and accepted by the purchaser. No products should be returned to QVQ without prior discussion and authorization with QVQ.

4 Prices, taxes and shipping

4.1 All taxes, duties, levies and similar expenses which are or become due in connection with an order with the exception of any taxes on QVQ's profits are for the account of the purchaser.

4.2 All product prices are subject to change without prior notice and QVQ reserves the right to change product specifications, supporting documentation and packaging at any time. In addition QVQ reserves the right to discontinue sales of any product unless otherwise agreed in a separate binding agreement.

4.3 Shipping cost will be in addition to the product prices and pre-paid unless shipping is arranged by the purchaser. For all orders the risk of loss shall pass to the purchaser when the goods are passed to the shipping company. QVQ will not be liable to any loss, damage or delay during shipping.

5 Payment

5.1 All orders must be pre-paid in advance of shipping unless prior agreement is reached with QVQ or an official distributor of QVQ. For a list of our distributors please visit our website www.QVQ.com. If an invoice balance is overdue, without waiving any other rights and remedies at law or relative to any order, QVQ may: (a) refuse to accept additional orders; (b) refuse to ship ordered products or render further services; and/or (c) seek collection from purchaser, including all legal fees and other costs of collection.

5.2 QVQ, may in its sole discretion, and without notice to purchaser, change the terms of payment to payment in full or in part prior to shipment of the entire undelivered balance of said products.

5.3 In the event of default by purchaser in the payment of the purchase price or otherwise, purchaser agrees to pay the balance then due to QVQ on demand. Purchaser also agrees to pay the statutory interest from the due date until the date on which payment is made in full, and all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by purchaser in any of the terms hereof.

5.4 Until QVQ has been paid in full for any products the ownership of said products remains with QVQ and QVQ reserves its right to repossess its goods at any time.

6 Limited warranty and remedy

6.1 QVQ warrants to the original purchaser that products sold conform to specifications provided with the shipped products. This warranty does not extend to any product that has been altered in any way by personnel other than QVQ staff or to any product which has been handled in a manner contrary to instructions included in product support documentation.

6.2 QVQ's duty under this warranty shall be to replace such portion of products as are proven to not conform to specifications as set out here above or, at QVQ's option, rework such parts or products or have them repaired at QVQ's order, always free of charge, provided that: (i) QVQ is informed by the purchaser in writing within five (5) days after the defect(s) have been revealed; (ii) purchaser shall afford QVQ prompt and reasonable opportunity to inspect all products as to which any claim is made. The warranty does not cover damage sustained by normal wear and tear or any damage arising in consequence of negligence or improper handling or use of the products or parts thereof, or of improper storage in the event of the products wholly or partly being stored by the purchaser prior to use.

6.3 Except for the foregoing warranty QVQ expressly disclaims to the fullest extent permitted by law all warranties express or implied in relation to the products and associated services. Without prejudice to the foregoing generality QVQ does not warrant the merchantability or fitness for a particular purpose of the products or any aspect of their performance or that they or their use will not infringe the intellectual property rights of a third party.

6.4 In no event shall QVQ or its affiliates or their respective representatives be liable to the purchaser or its affiliates, whether based in contract, tort, warranty or any other legal or equitable grounds, for any loss of the income, profit or savings or cost of capital of purchaser or its affiliates, for any indirect or consequential damages resulting from or relating to the order or the products delivered or services provided hereunder, even if QVQ has been advised of the possibility of such damages.

7 Intellectual property

7.1 By entering into each and any contract, the purchaser acknowledges that all know how and intellectual property rights in respect of assays, reagents, antibodies, proteins, working and testing methods, procedures and protocols originated or used by QVQ prior to any purchaser's order or contract with purchaser, shall, as between the parties, be retained by QVQ (the "QVQ IP").

8 Use Limitations

8.1 All QVQ's products are sold for RUO (research use only), unless stated otherwise within the instruction manual or product supporting documentation. Products bearing the CE mark are For In Vitro Diagnostic Use Only, and provided for professional use in the European Union (EU). QVQ products with no limitations are not to be administered to humans or used for therapeutic purposes.

8.2 Purchaser shall not: (a) decompile or reverse engineer any of the products or attempt to do so; (b) perform any studies to determine the structure, chemical composition, or other makeup of the products; or (c) make any copy, derivative or progeny of the product, nor permit or enable any third party to do so, unless and to the extent expressly permitted in any contract between QVQ and purchaser.

8.3 Specifically QVQ excludes and prohibits any use of the product for therapeutic purposes and in particular any activity of research, development, production and reproduction by any method of reverse engineering for the production and marketing of products with the purpose of their use to prevent or treat any human disease.

8.4 The purchaser agrees not to file, on his behalf, in any country, a patent application or any other industrial property title including the modified product, its components, derivatives or descendants or not in a product for therapeutic purposes, and the modifications made thereto and the methods of manufacture or use for the same purpose.

8.5 QVQ reserves the right to refuse to accept any order where it reasonably believes that the products will be used for unauthorised purposes. QVQ reserves the right to refuse to accept any order where it reasonably believes that the products will be offered for resale or onward distribution by an unauthorised distributor or reseller.

8.6 Purchaser assumes responsibility to assure that the products purchased from QVQ are approved for use under the law of the state or country of its residence. Purchaser has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from QVQ. Purchaser agrees to comply with instructions, if any, furnished by QVQ relating to the use of the products and not misuse the products in any manner.

8.7 Purchaser is solely responsible for complying any necessary approvals, permissions, authorizations and/or licenses as may be required for Customer's research and other intended uses, including any rights to use intellectual property rights of a third party.

9 Purchaser's representations and indemnity

9.1 Purchaser represents and warrants that it shall use all materials and other products ordered in a lawful manner.

9.2 Purchaser shall defend QVQ, its employees, agents, affiliates and Contractors (the "QVQ Indemnitees"), and shall indemnify and hold the QVQ Indemnitees harmless from and against all suits, actions, or proceedings, at law or in equity, and from all claims, costs, liability, damages, losses and expenses (including, without limitation, attorney's fees, consultants' fees, experts' fees) of third parties that are related to or in connection with (1) products, process or related information, if applicable, being wrongfully disclosed by purchaser to QVQ or others hereunder, (2) infringement, misappropriation, and/or conversion as a result of QVQ possession and/or use of such products, process or related information disclosed by purchaser, (3) purchaser's use or any third party's use of the Results, whether or not used, applied, made available, licensed or sold in combination with or incorporated in other product or process, or (4) the death or bodily injury of any third party or the damage, loss or destruction of any tangible personal or real

property arising from or related to purchaser's use of products, or its manufacture or sale of any Results, products or utilizing of products or process.

10 Confidentiality

10.1 Neither party shall disclose any confidential information of the other party to any third party, Each party shall (i) advise its employees of the proprietary nature of the confidential information and the terms and conditions of this Agreement requiring that the confidentiality of any such information be maintained and (ii) use all reasonable safeguards to prevent unauthorized use by such employees. Each party shall be responsible for any non-compliance with, or breach of, this Agreement by any of its employees to which it has disclosed the other party's confidential information.

10.2 The obligations of confidentiality and non-use shall not apply to confidential information that the receiving party can demonstrate by contemporaneous, written or electronic documentation:

- a) is in the public domain by use and/or publication at the time of its receipt from the other party or thereafter enters into the public domain through no breach of this Agreement by it; or
- b) was already in its possession prior to receipt from the other party or is independently developed without use of, or reliance on, confidential information received hereunder; or
- c) is properly obtained from a third party that has a valid right to disclose such confidential information and does not have a confidentiality obligation to the disclosing party.

10.3 In the event a receiving party is required to disclose any confidential information received under this Agreement in order to comply with any law, regulation or valid court order, such receiving party may disclose such confidential information only to the extent necessary for such compliance; provided, however, that such receiving party shall, to the extent permitted by law, give the other party reasonable advance written notice of the required disclosure to provide such other party with the opportunity to seek confidential treatment of any confidential information to be disclosed and/or to obtain a protective order to prevent disclosure or to narrow the scope of disclosure and shall reasonably cooperate with such other party's efforts to seek confidential treatment of any confidential information to be disclosed and/or to obtain a protective order. Confidential information that is disclosed pursuant to such required disclosure shall remain otherwise subject to the confidentiality and non-use provisions set forth herein.

11 Force majeure

11.1 Delay in performance or non-performance of any obligation contained herein, other than purchaser's obligation to pay, shall be excused to the extent such failure or non-performance is caused by force majeure. Force majeure shall mean any cause or event preventing performance of an obligation under the order or contract which is beyond the reasonable control of QVQ or purchaser, as the case may be, including without limitation, fire, flood, power shortage, mechanical breakdown, sabotage, shipwreck, embargo, explosion, strike or other labour trouble, accident, riot, acts of governmental authority (including, without limitation, act based on laws or regulations now in existence as well as those enacted in the future), acts of God. The party prevented to perform by force majeure shall promptly provide notice to the other party, explaining in detail the full particulars and the expected duration thereof and it shall use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event a force majeure situation extends for more than thirty (30) days, the order or contract may be terminated without any liability by either party upon written notice thereof to the other. In the event of a force majeure compelling QVQ to allocate production and

deliveries of products, QVQ may allocate its available supply of products among QVQ customers (including purchaser) and QVQ internal uses in such manner as QVQ deems fair and reasonable. Such allocation shall not be deemed a breach of contract.

12 Governing law and venue

12.1 This Agreement shall be subject to and construed in accordance with the laws of The Netherlands, unless stated otherwise in the contract or purchase order.

12.2 The venue for proceedings arising under this Agreement shall be a court of competent jurisdiction in The Netherlands.