

## GENERAL TERMS AND CONDITIONS OF Sales as of 15/04/2019

### Article 1. Scope of application

- 1.1. These general terms and conditions (hereinafter the "**Agreement**") shall apply, without restriction or reservation, to all the offers and sales of Products (hereinafter referred to respectively as the "**Product(s)**") of Unisensor SA, having its registered office at LIEGE Science Park, Rue Louis Plescia 8, 4102 Ougrée, Belgium (hereinafter referred to as "**Unisensor SA**" or the "**Seller**").
  - 1.2 The Seller reserves the offer and sale of its Products strictly for a professional public, a natural person or a corporate body, for use exclusively for professional purposes (Business to Business), including laboratory research work. Any party that purchases Products or Services from Seller in accordance with this Agreement (hereinafter referred to as the "**Buyer**") represents, warrants and covenants that:
    - 1.2.1 it is a member of the professional public and shall use the Products or Services exclusively for professional purposes in compliance with the terms and conditions of this Agreement.
    - 1.2.2 it will handle, store, use, transport and dispose of all Products in compliance with all applicable laws, statutes and regulations.
  - 1.3 The fact that the Buyer orders a Product offered for sale by the Seller, in any way whatsoever, shall entail that he acknowledges that he is cognizant of and accepts, without restriction or reservation, the terms and conditions of this Agreement prior to the order. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning their subject matter, provided that the terms and conditions of this Agreement may be supplemented by a separate agreement regarding the description of the Products, and the quantity, price and delivery schedule with respect to such Products. This Agreement shall not be modified by Buyer in any way except pursuant to article 1.7.
  - 1.4 The Seller reserves the right to amend these general terms and conditions at all times. Such amendments shall be applicable to all orders placed after their initial appearance on Seller's website, the name of the principal domain whereof is [www.unisensor.be](http://www.unisensor.be).
  - 1.5 The Buyer is requested to keep a paper or electronic copy of the general terms and conditions for future reference.
  - 1.6 No departure from the terms and conditions of this Agreement shall bind the Seller without its prior, explicit consent in writing. Accordingly, all other terms and conditions provided on the order form or any other document from the Buyer, such as its own general terms and conditions, shall not apply. Any departure that the Seller has accepted in accordance with this article 1.7 shall be valid only for the particular order to which this departure pertains and shall not apply automatically to subsequent orders or contracts.
  - 1.7 Except as expressly provided in this Section 1.7, the terms and conditions of this Agreement shall supersede any contradictory terms and conditions in any separate agreement. In the event of contradiction between the terms and conditions of this Agreement and the particular terms and conditions negotiated and agreed to in writing by and between the Seller and the Buyer, or granted by the Seller to the Buyer, and if such particular terms and conditions of the Seller are agreed to in writing in accordance with article 1.7, then such particular terms and conditions of the Seller shall take precedence over these general terms and conditions.
  - 1.8 Unless stipulated otherwise, for the purposes of this Agreement, the phrase "in writing" shall cover all written communication, whether by post, e-mail or fax.
- ### Article 2. Offer and order
- 2.1 No verbal order by the Buyer shall be taken into consideration by the Seller.
  - 2.2 Any order placed by the Buyer shall be binding for the Seller only if and of such time as it was confirmed in writing within two (2) working days by the Seller. In the absence of confirmation in writing within the stipulated period of two (2) days, it shall be up to the Buyer to contact the Seller.

- 2.3 Any order confirmed in writing by the Seller shall be legally binding for the Seller and the Buyer. No cancellation or change by the Buyer of an order confirmed in writing by the Seller will be taken into consideration
- 2.4 Unless stipulated expressly otherwise in the written offer of the Seller, any offer made by the Seller shall be valid for a maximum period of thirty (30) calendar days only.

### Article 3. Prices

- 3.1 The prices are quoted in euros (pounds sterling or US dollars upon request), exclusive of VAT and/or any other taxes, as applicable. Any increase in VAT and/or in any other taxes or any new tax imposed between the time that the order was placed and the time of delivery shall be borne by the Buyer.
- 3.2 Unless stipulated otherwise in the particular terms and conditions of the Seller (pursuant to Section 1.7), the prices shall refer only to the supply of Products described in the particular terms and conditions, to the exclusion of all other works or services, and shall not include shipping and handling charges, duties and custom fees.
- 3.3 The Seller reserves the right to change the prices and specifications of Products and Services at all times without notice. Such changes shall be applicable to any order placed after the initial appearance of said changes.

### Article 4. Payment

- 4.1 Invoices shall be payable within thirty (30) calendar days as of the date of invoice by wire transfer/check in the currency of the invoice. The payment must mention clearly the invoice number.
- 4.2 If an invoice is not paid on the date due, the Seller reserves the right to suspend deliveries of orders in progress (albeit already partially processed) or subsequent orders in such a case, until payment has been made in full. The Seller may require at all times that the price and shipping charges be paid prior to the delivery of Products.
- 4.3 Once the period of payment has expired, the Buyer shall, automatically and without prior notice, be liable for interest for late payment at the lesser of the maximum rate permitted under applicable law or the rate of twelve percent (12%) per year, compounded daily.
- 4.4 Any invoice not paid when due shall moreover be increased, as of right and without notice, by a flat-rate compensation of ten percent (10%) of the outstanding amount, as compensation for additional administrative expenses incurred by Seller in connection with late payment by Buyer, with a minimum of forty euros (EUR 40,-), without prejudice to any other compensation which the Seller would be entitled to claim in connection with such late payment.
- 4.5 If, in Seller's sole reasonable judgment, the Buyer's credit rating deteriorates, then the Seller has the right, even after a partial processing of the order, to demand such guarantees from the Buyer as Seller shall, in its sole discretion, deem suitable for the proper performance of the commitments undertaken. If the Buyer refuses to comply, then the Seller shall be entitled to cancel all or part of the order.
- 4.6 Buyer shall notify Seller in writing of any complaint relating to the amounts invoiced within fifteen (15) calendar days after the date the invoice was delivered to the Buyer, otherwise the invoice shall be considered as being irrevocably and totally accepted by the Buyer.

### Article 5. Conditions of delivery

- 5.1 Unless explicitly stipulated otherwise in the particular terms and conditions of the Seller (pursuant to Section 1.7), delivery shall be ExW - Buyer's warehouse (Incoterms 2010). Freight and insurance charges will be added to the invoice, and are payable by the Buyer.

### Article 6. Delivery periods

- 6.1 Unless express guarantee is given in the particular terms and conditions of the Seller (pursuant to Section 1.7), the delivery periods mentioned in said particular terms and conditions shall not be strict deadlines. The Seller may be held liable only if the delay is extensive and attributable to gross negligence on its part.



- 6.2 A delay in delivery shall under no circumstances lead to the cancellation of the order by the Buyer.

**Article 7. Reservation of ownership**

- 7.1 The Products delivered shall remain the property of the Seller until the price has been paid in full. If payment is not made on the date due, the Seller may require the Products to be returned and the contract of sale to be cancelled. No collateral or other security of any nature whatsoever shall be granted on these Products.

**Article 8. Approval**

- 8.1 The Products shall be deemed to be approved by the buyer seven (7) calendar days at the latest after delivery, unless a precise and detailed written complaint for non-compliance of the Products is lodged by the Buyer with the Seller by registered letter prior to the expiry of this period.

- 8.2 The approval referred to in article 8.1 shall cover all the apparent defects, i.e. defects that the Buyer was able to detect at the time of delivery or within seven (7) calendar days that followed, by an attentive and rigorous inspection, and in particular defects relating to the characteristics and to the functioning of the Products sold.

**Article 9. Limitation of liability**

- 9.1 To the full extent permissible under the applicable legislation the Seller may not be held liable for any cost or liability arising from or in connection to Products, including damages or accidents to persons, damages to goods other than the Products sold, loss of earnings or profits, harm to reputation, or any other prejudice arising directly or indirectly from the Products, and including defective Products. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

**Article 10. Cancellation of the sale**

- 10.1 The Seller shall be entitled to cancel the sale, as of right and without official notice, by apprising the Buyer of its intention by registered letter, in the event of serious breach on the part of the Buyer of its contractual obligations, in particular if there is a delay in payment of an invoice of more than 30 (thirty) calendar days, or if it turns out that the Buyer will not fulfill or is at serious risk of not fulfilling one of its main obligations, even before said obligation is due.

- 10.2 If the sale is cancelled by virtue of the previous paragraph, the Buyer acknowledges that the extent of Seller's damages may be difficult to ascertain and, therefore, Buyer shall be liable to the Seller for liquidated damages of fifty percent (50%) of the total selling price of (i) all Products ordered by, but not yet delivered or provided to, the Buyer under this Agreement, and (ii) all Products ordered by and provided to Buyer during the previous twelve (12) months under this Agreement. The Seller nonetheless reserves the right to claim higher compensation, on condition that it can provide proof of its loss.

**Article 11. Intellectual Property rights**

- 11.1 The Seller does not guarantee that the sale and/or use of its Products, alone or in combination with other products, or during a process, does not infringe the rights of third parties, including without limitation any patents, trademarks or copyrights of any third party.

- 11.2 The Seller shall remain the owner of intellectual property rights of which it is the holder or applicant. In particular, the order placed by the Buyer for Products, its execution and the delivery of said Products ordered, shall entail no assignment or transfer of, nor any license under, the Seller's intellectual property rights, including any patents, trademarks or copyrights of Seller or any of its affiliates.

- 11.3 The Buyer shall remain the owner of intellectual property rights of which it is the holder or applicant. In particular, the order placed for Products by the Buyer shall not entail any assignment or transfer of the Buyer's intellectual property rights, including any patents, trademarks or copyrights of Buyer or any of its affiliates.

- 11.4 If the order placed by the Buyer entails that, in order to carry out the order, the Seller has to use or implement intellectual property rights that are owned by the Buyer or that the Buyer claims to hold, then Buyer hereby grants the Seller a worldwide license under such rights to use and to implement such intellectual property rights solely as needed to execute such order.

**Article 12. Voidance**

- 12.1 If any of the clauses of this Agreement were, for one reason or another, to be considered null and void, illegal or inapplicable, said clause shall be replaced by a valid, legal and applicable provision that reflects as well as possible the Seller's original intent, and the validity, legality or applicability of the other clauses shall not be affected nor reduced as a result.

**Article 13. Indemnity**

- 13.1 Buyer shall defend, indemnify and hold Seller, and the directors, officers, employees and agents of either (collectively, the "Indemnitees"), harmless from all losses, liabilities, damages and expenses (including attorneys' fees and costs) incurred as a result of any third party claim, demand, action or proceeding arising out of (i) any breach of this Agreement by Buyer, (ii) the use, application of, distribution, sale, handling, disposal or other exploitation of any Product by or on behalf of Buyer or by any subsequent purchaser or transferee of such Product, and (iii) the use or implementation of intellectual rights that are owned by the Buyer and obtained by Seller in accordance with Article 11.4, including claims that the use or practice of such rights by Seller under this Agreement infringes the rights of any third party.

- 13.2 Any Indemnitee claiming that it may be entitled to indemnity under Article 13.1 shall give prompt written notice of such claim to Buyer; provided that any delay in such notice shall not release Buyer from its obligations under Article 13.1 unless and to the extent such delay has materially prejudiced the defense of such claim. Buyer shall retain competent counsel to defend such claim, and shall control the defense and settlement of such claim; provided, however, that (i) Buyer shall not admit any fault, liability or wrongdoing on behalf of any Indemnitee, and (ii) Buyer shall keep each Indemnitee informed of the status of such claim, including prompt notice of any settlement offers made by any third party claimant. An Indemnitee may, at its cost and expense, retain separate counsel in connection with the defense of any such claim.

**Article 14. Disclaimer of Warranty**

- 14.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL PRODUCTS ARE PROVIDED TO BUYER (a) "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND (b) WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF PRODUCTS WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, INCLUDING ANY PATENT, TRADEMARK OR OTHER RIGHT.

**Article 15. Applicable law – competent courts**

- 15.1 If the Buyer places an order from any country in the world, these general terms and conditions and the sales of Products or Services shall be governed by Belgian laws, irrespective of (i) the place of the delivery, (ii) the Buyer's country/state of residence, or (iii) the conflict of laws principles applied by such country/state.

- 15.2 Any dispute relating, directly or indirectly, to the existence, interpretation, performance or cancellation of the contract referred to in article 16.1 concluded by and between the Seller and the Buyer shall be referred exclusively to the courts and tribunals of Liège (Belgium), even in cases involving several defendants or in third party proceedings. Buyer hereby waives any objection to such exclusive jurisdiction and on the basis that such courts may be an inconvenient forum.

**Article 16. General**

- 16.1 Buyer may not assign this Agreement without the express prior consent of Seller, except in connection with the sale or transfer of all of Buyer's assets to which this Agreement relates. Seller may assign this Agreement without the consent of Buyer.

- 16.2 No failure or delay by either party in exercising any right, power or remedy under this Agreement will operate as waiver of any such right, power or remedy or of any other right, power or remedy under this Agreement.

- 16.3 Nothing in this Agreement shall be deemed to create a joint venture or other joint relationship. Neither party shall have any actual, apparent or implied authority as a result of this Agreement to create any obligation, express or implied, on behalf of the other party.

