

Terms and Conditions

QIAGEN LIMITED CONDITIONS OF SALE

THESE CONDITIONS OF SALE CONTAIN PROVISIONS LIMITING OR EXCLUDING THE LIABILITY OF QIAGEN LIMITED. THE ATTENTION OF CUSTOMERS IS SPECIFICALLY DRAWN TO THESE PROVISIONS WHICH QIAGEN LIMITED CONSIDERS TO BE REASONABLE IN ALL THE CIRCUMSTANCES.

1. Definitions

- 1.1 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by a Director of the Seller.
- 1.2 "Goods" means the goods which the Purchaser agrees to purchase from the Seller.
- 1.3 "Purchaser" means the person who purchases or agrees to purchase goods from the Seller.
- 1.4 "Seller" means Qiagen Limited.

2. Conditions applicable

- 2.1 These Conditions constitute the whole of the contract between the Purchaser and the Seller for the purchase and sale of the Goods and shall apply to all contracts for the sale of Goods by the Seller to the Purchaser to the exclusion of all other terms and conditions, including any terms and conditions which the Purchaser may purport to apply by any means.
- 2.2 All orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods on these Conditions and acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Purchaser's acceptance of these Conditions.
- 2.3 Any purported variation to these Conditions (including any special terms and conditions) shall be ineffective unless agreed in writing by a Director of the Seller.

3. Goods

- 3.1 All samples, measurements and product details contained in any of the Seller's catalogues, price lists, brochures and quotations constitute only an approximate guide and the Seller reserves the right to make any changes which it in its absolute discretion considers necessary.
- 3.2 The specification of the Goods and all intellectual property rights in them shall (as between the Purchaser and the Seller) remain the property of the Seller and no right or licence is granted to the Purchaser under any patent, trade mark or other intellectual property right in respect of any of the Goods.

4. Price and payment

- 4.1 The price for the Goods shall be the price stipulated in the Seller's published price list current at the date of order subject to any discount agreed by the Seller when the order is placed. Such price is exclusive of VAT which shall be payable by the Purchaser at the rate applicable on the date of the Seller's invoice. Any additional charges (such as the cost of packing and carriage and all permit fees, taxes and customs duties) shall be borne by the Purchaser.
- 4.2 Payment of all amounts due to the Seller in respect of the Goods shall be due within 30 days of the date of the Seller's invoice. Time for payment shall be of the essence of this contract. The Purchaser may not withhold payment of any amounts due to the Seller by reason of any claim to a right of set-off or counterclaim or for any other reason.
- 4.3 If the Purchaser fails to make any payment for Goods on the due date for payment, then without prejudice to any of the Seller's other rights, the Seller may:
 - 4.3.1 suspend and/or cancel further deliveries of any articles or goods to the Purchaser or any associated person or body; and/or
 - 4.3.2 appropriate any payment made by the Purchaser to such of the Goods (or goods or articles supplied by the Seller under any other contract with the Purchaser) as the Seller thinks fit; and/or
 - 4.3.3 recover any Goods held by the Purchaser which remain the property of the Seller and enter upon the Purchaser's premises for that purpose; and/or
 - 4.3.4 terminate the contract with immediate effect and without any liability on its part.

5. Delivery of the Goods

- 5.1 Deliveries are made CPT (Incoterms 2000) point of destination.
- 5.2 Delivery dates shall not be of the essence of this contract and the Purchaser shall be bound to accept delivery and to pay for the Goods in full provided that they are delivered within 7 days (for Consumables) and one month (for Instrumentation) of the date of the order where the Seller has the Goods in stock or within one month (for Consumables) and two months (for Instrumentation) of the date of the order where the Seller does not have the Goods in stock.
- 5.3 If the Purchaser does not receive any Goods within 5 days of the expected delivery date, it shall immediately notify the Seller in writing.



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- 5.4 The liability of the Seller for any loss or damage resulting from any failure by the Seller to deliver the Goods (or any of them) promptly or at all shall not exceed the sale price (exclusive of VAT) of the specific Goods to which the relevant order relates.

6. Retention of title

- 6.1 Notwithstanding delivery, title in the Goods shall not pass from the Seller to the Purchaser and the Seller shall retain full legal and beneficial ownership of the Goods until the Purchaser has paid all amounts due to the Seller in respect of the Goods in full.
- 6.2 Until title in the Goods passes to the Purchaser, the Purchaser shall hold the Goods on a fiduciary basis as bailee for the Seller and shall take all necessary steps for the protection of the Goods and insure them against all risks with a reputable insurance company for the full purchase price (plus VAT).
- 6.3 Notwithstanding that full legal and beneficial ownership of the Goods (or any of them) remains with the Seller, the Purchaser may use the Goods in the ordinary course of the Purchaser's business. Except as permitted by this paragraph the Purchaser may not create (or allow to be created) in favour of any third party any right in or security over any of the Goods which are the property of the Seller.
- 6.4 The Seller shall be entitled to claim for and recover all amounts due to the Seller in respect of the Goods notwithstanding that title in any of the Goods has not passed from the Seller.

7. Inspection and acceptance of Goods

- 7.1 The Purchaser shall inspect the Goods on delivery. Unless the Purchaser gives written notice to the Seller within 7 days of delivery specifying any alleged defect or damage, the Purchaser shall be deemed to have accepted the Goods as having been delivered in accordance with the relevant contract and as being free from any defect or damage which would be apparent from a reasonable inspection. No such written notice from the Purchaser shall be valid or effective unless the Purchaser retains the relevant Goods and gives the Seller a reasonable opportunity to inspect them.
- 7.2 If the Purchaser properly rejects any of the Goods which are not in accordance with the relevant contract, the Purchaser shall immediately give to the Seller formal written notice of such rejection and shall return the Goods to the Seller.
- 7.3 If the Purchaser rejects any Goods, the liability of the Seller in respect of the supply of such Goods or the failure by the Seller to supply Goods in accordance with the relevant contract shall not exceed the sale price (exclusive of VAT) of such Goods.

8. Remote data access

- 8.1 If the Purchaser has purchased Goods including remote access support, the Purchaser shall permit the Seller to connect to the Goods by remote access as may be beneficial to the performance of maintenance or repair activities as part of Seller's warranty obligations or otherwise. This may include automatic software downloads and proactive monitoring and access to performance data related to the products, to gather and use products- and resource usage data in various ways such as product development, quality initiatives, benchmarking and reporting services.
- 8.2 The data collected by the Seller will be used, during and after the term of this agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

9. Export control

The Purchaser undertakes not to re-export the Goods without the requisite export license from the relevant body of the United Nations or other similar international organization, the United States Government, the country of origin or the original country of export. The requirement to obtain a license may vary depending on the country of destination, the end user, the end use and other factors. Upon request from the Seller the Purchaser shall furnish the Seller with copies of all documents relating to such re-export.

10. Resale

Goods may only be resold by the Seller or its affiliate companies and authorised distributors. A list of authorised distributors and affiliate companies may be found on the Seller's website.

11. Exclusion of warranties; liability of Seller

- 11.1 All terms, conditions and warranties (whether express or implied by statute (including in particular sections 13, 14 and 15 of the Sale of Goods Act 1979 as amended) usage, trade custom or otherwise) relating to the quality, nature, condition, conformity to any sample, fitness for purpose or merchantability of the Goods (or any of them) are excluded.
- 11.2 The Seller's liability to the Purchaser (whether for any breach of this contract or otherwise) shall not exceed the sale price (exclusive of VAT) of the specific Goods to which any claim relates and the Seller shall be under no liability to the Purchaser or any other person for any indirect or consequential loss, damage or expense (including loss of profit).



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11.3 Nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller.

12. Claims

If the Seller or the Purchaser is threatened with or involved in any claim concerning the Goods:

12.1 the Purchaser will on receipt of a written demand from the Seller make available to the Seller copies of all documents in the Purchaser's possession or control relating to the Goods which are relevant to the claim; and

12.2 the Purchaser will assist the Seller in avoiding and/or defending any such claims and/or minimising the damage resulting from any such claim, including tracing any users and/or sub-purchasers of the Goods.

13. Assignment

The Purchaser shall not assign any of its rights under any contract for the sale of Goods by the Seller to the Purchaser without the prior written consent of a Director of the Seller.

14. General

14.1 No delay or omission by the Seller in exercising any right, power or remedy shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy shall not preclude any further exercise thereof or the exercise of any other right, power or remedy.

14.2 The rights, powers and remedies of the Seller are cumulative and not exclusive of any rights, powers and remedies provided by law.

14.3 Any provision of any contract for the sale of Goods by the Seller to the Purchaser which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed to be severable and shall not affect any other provision of any such contract.

15. Governing law

Each contract for the sale of Goods by the Seller to the Purchaser is subject to English law and the Purchaser and the Seller agree for the exclusive benefit of the Seller that the Courts of England are to have jurisdiction to settle any disputes arising from it but nothing in this paragraph shall limit the right of the Seller to take proceedings against the Purchaser in any other court of competent jurisdiction.

