

Preamble

These general terms and conditions of sale (hereinafter the "General Terms and Conditions of Sale"), supplemented where applicable by special terms and conditions as explained below, constitute the content of the sales contracts offered by: IntegraGen SA, a public limited company incorporated under French law with capital of 3.363,666, whose registered office is at Genopole Campus 1 - Genavenir 8, 5 rue Henri Desbruères, 91000 EVRY, registered with the Evry Trade and Companies Register under number B 432 176 543, tel: +33 160 910 900, intra-community VAT number: FR 93 432 176 543 00010 (www.integragen.com) as a service provider (hereinafter "IntegraGen").
76 543, tel: +33 160 910 900, intra-community VAT number: FR 93 432 176 543 00010 (www.integragen.com) as a service provider (hereinafter "IntegraGen").

Article 1: SCOPE OF APPLICATION

1.1 The purpose of these General Sales, Delivery, and Payment Terms & Conditions (hereinafter referred to as the "General Terms & Conditions") is to inform the Purchaser of the terms and conditions under which IntegraGen sells and delivers all Products.

1.2 These General Terms & Conditions shall prevail over any other purchasing terms and conditions, other pre-established contractual documents, or standardised clauses emanating from the Purchaser. Should the general purchasing terms and conditions and/or specific purchasing terms of the Purchaser contain any similar stipulations, it is the General Terms & Conditions accompanying the offer that shall prevail; the meanings of the words "offer" (*offre*) and "acceptance" (*acceptation*) being as defined in Articles 1113 to 1122 of the French Civil Code (*Code Civil*).

1.3 In the event of any contradiction between these General Terms & Conditions and the Specific Terms & Conditions decided between the Parties, the Specific Terms & Conditions shall take precedence strictly within their limits.

1.4 Should the Contract lie within the scope of application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods ("the Vienna Convention"), these General Terms & Conditions shall prevail over the provisions of that Convention.

1.5 "Purchaser" means any person who has ordered the Products, necessarily acting in its, his, or her capacity as a "professional" as defined in the introductory article of the French Consumer Code (*Code de la Consommation*), and having the means necessary to use the Products.

"Contract" means any order accepted by IntegraGen, these General Terms & Conditions, supplemented, where applicable, by the Specific Terms & Conditions.

"Data" shall be understood as referring to all data, including personal data, provided by the Purchaser or collected by IntegraGen in the performance of any Contract.

"Product" means, in the context of these General Terms & Conditions, the reagents and consumables manufactured and/or marketed by IntegraGen, software being expressly excluded.

Article 2: USE

2.1 Even if the Purchaser uses the Product within the authorised limits only, the Purchaser alone shall assume the consequences of such use, it being in no way possible for IntegraGen to be held liable for such consequences.

2.2 Since the Products correspond to direct implementation of IntegraGen's intellectual property rights, sale of the Products should be considered as carrying with it merely a licence to use them to be enjoyed exclusively by the Purchaser; in particular any subsequent resale is impossible.

Article 3: ORDER

3.1 By placing any order with IntegraGen, the Purchaser adheres unreservedly to these General Terms & Conditions, provided that they have been brought to the Purchaser's knowledge by an exchange of correspondence. Any Specific Terms & Conditions, related agreement, or change in the initial contractual terms and conditions shall be established in writing between IntegraGen and the Purchaser, failing which the agreement between the Parties shall be constituted exclusively by these General Terms & Conditions, supplemented by the designation of the Product sold, of the quantities ordered, and of the price agreed, appearing on the purchase order.

3.2 To order, the Purchaser must produce the following information: name of the Purchaser company or entity, intra-community VAT number and SIRET number (business register number) where applicable, customer number (attributed to the customer when the first order is placed), designation and capacity of the person authorised to place the order and to pay the invoice, indication of the recipient laboratory or department, invoicing address and telephone number, delivery address and telephone number, reference and description of the Product, and quantity and packaging of the Product. Should the paying body be different from the person of the Purchaser, all relevant details of that body should appear on the purchase order.

3.3 The purchase order may be sent to IntegraGen by mail (5, rue Henri Desbruères, Genopole Campus 1, Genavenir 8, 91 000 Evry), via the website (www.integragen.com), or by email (mirRpredX@integragen.com) as regards specifically miRpredX 31-3p. In any event, IntegraGen shall send a confirmation of the order attesting to it being recorded, and specifying the exact date of processing of the order, it being understood that that date may not be later than thirty (30) days after receiving the purchase order. Should this date be later than thirty (30) days after receipt of the purchase order, the order shall be rendered null and void. Where applicable, the Specific Terms & Conditions may expressly specify a different preparation lead time.

3.4 If the Products are sold outside France, the Purchaser undertakes to obtain from the competent authorities, prior to delivery of the Products, any import licence or authorisation, pursuant to the applicable laws and regulations, at its, his, or her expense exclusively.

3.5 The samples must be received at the latest one (1) year after receipt of the purchase order to guarantee performance of the service, unless otherwise agreed in writing by the parties. After this period, IntegraGen is no longer obliged to carry out the service and any advance payments made shall be acquired by IntegraGen without compensation.

Article 4: PRICES

4.1 Except where specified otherwise, the prices should be understood as being exclusive of VAT or other taxes and duties, and payable in euros.

4.2 The prices shall be indicated on receiving a request for an estimate specifying the nature and the characteristics of the Products ordered. IntegraGen shall not be authorised to change the prices indicated in the estimate between the date of the order and the date of delivery to the Purchaser, except when changes in the costs are generated by requests from the Purchaser for changes or for additions.

4.3 The prices resulting from the estimate shall be valid only for delivery of the Products ordered by the Purchaser; they may be changed by IntegraGen without notice depending, in particular, on variations in raw materials prices.

4.4 Prices include standard packaging of the Products, to the exclusion of the expenses incurred by special packaging, packing, or wrapping, or by a specific mode of transport requested by the Purchaser, for which the additional expenses shall be invoiced. Prices do not include insurance expenses, or, where applicable, the other expenses stipulated in paragraph 4.6 below.

4.5 Except when a specific request is made by the Purchaser evidencing the right to enjoy specific rules as regards VAT (Value Added Tax), in particular for geographical reasons, it is the applicable French VAT that shall be payable, i.e. 20% calculated on the total price exclusive of VAT and of any other taxes and duties, and after any reductions have been applied.

4.6 Any taxes, duties, or other contributions or levies to be paid in application of French or European Community rules, or of the rules of an importing country or of a transit country, shall be borne by the Purchaser. Therefore, the agreed price shall, as applicable, be increased by the amount of any current or future tax, duty, levy that IntegraGen might be bound to collect or to pay in the context of the sale and of the delivery of the Products.

Article 5: DELIVERY

5.1 IntegraGen shall itself choose the most suitable modes of shipment for the Products, except where indicated otherwise. As regards shipments to outside France, an express delivery flat-rate amount shall be prepaid by IntegraGen and, therefore, shall be added to the invoice. For shipments within Metropolitan France (i.e. the Home Country of France), the shipment expenses shall be invoiced at the general-public price for the mode of transport chosen by IntegraGen.

5.2 Deliveries may be made only if the Purchaser is up to date with its obligations to IntegraGen as regards payment of preceding invoices and if all of the information required for processing the order has been given to IntegraGen.

5.3 Should a case of *force majeure* prevent the Products from being manufactured or shipped, IntegraGen shall be released from all obligations, the definition of "*force majeure*" being the one given in Article 1218 of the French Civil Code.

5.4 Provided that the order has been shipped within the lead time limit required in paragraph 3.3 above or specified in the Specific Terms & Conditions, late deliveries may, under no circumstances justify cancellation of the order by the Purchaser, or result in the Purchaser being entitled to damages and interest.

5.5 The Products shall travel at the Purchaser's risk. The Purchaser should sign for the Products thereby discharging the carrier of its liability only once the Purchaser has made sure the shipment is complete and in a proper state. In the event of damaged or missing items, it is incumbent on the Purchaser to take all recourse against the carrier, within a time limit of three (3) days as from the date of delivery, through extrajudicial process or by registered letter, pursuant to the provisions of Article L.133-3 of the French Commercial Code (*Code de Commerce*). Such checking of the Products should also relate to references, quantities, and compliance with the order. In any event, no claim shall be processed after eight (8) days have elapsed as from the date of delivery.

Article 6: PAYMENT

6.1 Except when a Specific Term or Condition provides otherwise, payment of the prices of the Products shall be made by the Purchaser within a time limit of thirty (30) days following the date of issue of the invoice, by any agreed means and in euros.

6.2 In the event of late payment, IntegraGen reserves the right to suspend execution of the order in progress, and of any other orders placed by the Purchaser. Any late payment is also, automatically as of right and without any formal notice or final demand being necessary, liable to a flat-rate compensation for recovery costs of forty (40) euros and to penalties for late payment at a rate equivalent to three (3) times the legal interest rate in application of Article L. 441-6 of the French Commercial Code. In the event of a payment default, and fifteen (15) days after formal notice or a final demand has remained vain, the Contract may be terminated automatically as of right by IntegraGen, without prejudice to any damages and interest that IntegraGen could claim. In any event, the Purchaser shall refund all of the expenses incurred by debt-collection proceedings, including fees of officials such as bailiffs, and of lawyers, i.e. barristers or solicitors.

Article 7: WARRANTIES - LIABILITY

7.1 The Products sold shall be neither taken back and refunded, nor exchanged.

7.2 Each Product enjoys a warranty against any defects in materials, manufacture, design, or construction, up to its expiry date, except when a shorter term is set in the Specific Terms & Conditions. Unless otherwise stipulated in the Specific Sales Terms & Conditions, defective Products should be returned to the registered office of IntegraGen, it being specified that a Product being replaced during the warranty period may not result in said warranty being extended.

7.3 The warranty does not apply if it is impossible for the Purchaser to prove that it has formally complied with all of the instructions for storage, use, or mode of use recommended by IntegraGen. Furthermore, the warranty does not apply when defects result from the materials supplied by the Purchaser, or when alterations or additions are made without the express prior written consent of IntegraGen. Finally, the warranty does not cover defects resulting from normal wear and tear of the Products, from lack of supervision, of maintenance, or of cleaning, from improper use, from over-use, from incorrect handling or operation, or from a case of *force majeure*.

7.4 IntegraGen may under no circumstances be held liable for damage, injury, or loss caused directly or indirectly by use of the Product, by negligence on the part of the user, by abusive use or misuse of the Product, or by combining the Product with other elements or items at the user's initiative. Similarly, the Purchaser may not complain about harmful consequences due to interruption or lateness in delivery of the Products, when such interruption or lateness is due to a case of *force majeure*, or to defaulting on payment of the prices of the Products at the due date(s).

7.5 Should the Product not conform to its function or have a defect, IntegraGen's liability shall be limited to replacing it without additional expenses. IntegraGen shall not be bound to pay any compensation to the Purchaser for any damages or loss, such as shortfall, loss of use or of earnings, claims from third parties, and personal accidents.

Article 8: RESERVATION OF TITLE

8.1 The Products shipped remain the property of IntegraGen until full payment of the price, as well as of any interest and expenses related to any late payment.

8.2 The Purchaser shall hand back at its own expense any Products not paid for, without prejudice to any damages and interest and manufacturing costs incurred by IntegraGen if the Product had to be specifically fabricated.

Article 9: PERSONAL DATA PROCESSING

9.1 The use of certain Data, including personal data, is required for the performance of any Contract.

9.2 In the course of performance of any Contract, each party shall undertake to comply with the regulations in effect which are applicable to personal data processing, including the French law of January 6, 1978 known as "*Informatique et Libertés*" and the General Data Protection Regulation n°2016/679. Accordingly, IntegraGen may be qualified as a personal data controller or a personal data processor, and thus, collect or process personal data obtained from the Purchaser or of any third-party on behalf of the Purchaser.

9.3 The Purchaser remains the sole owner of all personal data provided. As a personal data controller, the Purchaser warrants having received beforehand all authorizations required for the processing of personal data provided. The Purchaser shall be solely responsible for the quality, lawfulness, pertinence of all personal data provided. Therefore, IntegraGen shall not be responsible for the non-compliance of personal data provided with the laws and regulations in effect or with public policy.

9.4 The Purchaser hereby undertakes that any personal data furnished to IntegraGen have been rendered irreversibly anonymous or pseudonymized prior to being sent to IntegraGen, and the purposes and means of personal data processing shall be specified prior to the performance of any Contract.

9.5 IntegraGen agrees to not share personal data related to the Purchaser with any third-party without the prior consent of the Purchaser. Notwithstanding the foregoing, if IntegraGen acts as a personal data controller, IntegraGen may need to share personal data with a data processor, particularly in the course of a data-hosting provision. If required, IntegraGen shall ensure that the data processor is compliant with the laws and regulations in effect.

9.6 The Purchaser shall have the right of access, to rectification, to erase, to restrict, to object and to data portability of its personal data and only the Purchaser shall have the right to directly exercise these rights. As long as IntegraGen is qualified as a controller of personal data, the Purchaser shall exercise these rights by addressing a request at: donnees.personnelles@integragen.com or at the place of business of IntegraGen: 5, rue Henri Desbruères, Genopole Campus 1, Genavenir 8, 91000 EVRY, to the attention of the service "Personal Data Protection".

Article 10: INTELLECTUAL PROPERTY RIGHTS

10.1 Should manufacturing documents and technical data be handed over by the Purchaser to IntegraGen for the needs of manufacturing specific Products, the Purchaser guarantees that such disclosure or manufacture is not liable to infringe upon the rights of third parties, and more particularly intellectual property rights. IntegraGen undertakes to keep confidential any such information disclosed to it as being confidential for manufacturing the Products, and not to infringe upon any property right relating to the said information.

10.2 All of IntegraGen's rights relating to the Product, in particular manufacturing secrets, non-protected technologies, and any other information made available to the Purchaser or to the Purchaser's authorised representatives, staff, and agents are subject to a confidentiality (non-disclosure) obligation, and remain the exclusive and full property of IntegraGen. The Purchaser does not, under any circumstances, acquire any property rights or any exploitation or use licence related to the Product(s) it, he, or she orders, nor any right to reproduce the Products or the technology used.

10.3 The Purchaser undertakes not to use trademarks, brands, or manufacturing names given to the Products. The Purchaser also undertakes not to damage or degrade, in any way whatsoever, the value or the reputation of the trademarks, brands, or manufacturing names of IntegraGen.

Article 11: MISCELLANEOUS

11.1 Any voidance of any part of the provisions of these General Terms & Conditions may not undermine the validity of the other terms and conditions.

11.2 Absence of actual exercise by IntegraGen of the rights specified in these General Terms & Conditions may not be construed as constituting a waiver of those rights.

11.3 The Purchaser shall inform itself with the competent official bodies about the rules applicable to importing into its territory the Products sold by IntegraGen. In this respect, IntegraGen may not be held liable with regard to its co-contracting party or to a third party for the consequences of non-compliance with such rules, whatever they might be.

11.4 No sale of any Product made by order includes any exclusivity for the benefit of the Purchaser. In any event, IntegraGen reserves the right to sell similar or identical Products to any third party who might so request it.

Article 12: COURT OF JURISDICTION

12.1 FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE COURTS OF PARIS (FRANCE) SHALL BE SOLELY COMPETENT, EVEN WHEN THERE IS MORE THAN ONE DEFENDANT, AND FOR ALL CLAIMS, EVEN ADDITIONAL OR INTERLOCUTORY CLAIMS.

Article 13: APPLICABLE LAW

13.1 French Law is solely applicable, to the exclusion of any conflict of laws rule.

13.2 The language of the Contract is French. If these General Terms & Conditions are translated into any other language, the translated version shall be merely for information, and only the text written in French shall be authentic and legally binding.