

## Innovative Diagnostics TERMS AND CONDITIONS OF SALE

### **1- GENERAL TERMS**

The following terms and conditions of sale apply to all orders and sales concluded between the client and Innovative Diagnostics.

These terms and conditions may be modified at any point. The mere fact that Innovative Diagnostics does not invoke the present terms and conditions of sale should not be interpreted as a renouncement of the right to invoke them at a later stage.

Unless otherwise agreed in writing by Innovative Diagnostics prior to sale, these terms and conditions are taken as accepted by the client and shall take precedence over all other terms of purchase and notably general conditions of purchase of the client.

### **2- RELATIONSHIP SELLER-CLIENT**

Notwithstanding specific written contract between the parties establishing such a relationship, should an on-going business relationship develop between Innovative Diagnostics and the client, the latter shall not benefit from exclusive supply by Innovative Diagnostics nor shall he expect Innovative Diagnostics to maintain supply over any given period.

Innovative Diagnostics, like the client, may decide unilaterally and at any given moment, to reduce or cease sales. This is recognised and accepted by the client who shall not at any point claim indemnities should the situation arise. It is left to the client to organise his activity, and notably to diversify his suppliers, so as to not become dependant on Innovative Diagnostics. Appreciation of this organization is left to the client's discretion.

### **3- SPECIFICITY OF THE PRODUCT**

The very specific nature of the product (animal health product) shall be emphasized. The client acknowledges that he is informed of the product's characteristics, its mode of handling, storage, carriage, use, etc. and its precautions of use.

The client commits himself to take any step to ensure that the users have the requisite proficiency and training for the safe use of the products, in accordance with the applicable laws and regulations.

### **4- ORDERS**

The order is binding on the client, who may not annul or modify the order once Innovative Diagnostics has received it. All orders are subject to confirmation by Innovative Diagnostics, which shall be sent by any appropriate written means.

### **5- PRICE**

Invoice and payment shall be in Euros. Any invoice or payment in a foreign currency shall only be accepted upon written agreement by Innovative Diagnostics. When invoice or payment in a foreign currency is accepted, the client shall bear any losses which Innovative Diagnostics incurs as a result of fluctuating exchange rates with regard to the Euro, when fluctuation represents more than 5% of its value.

The applicable prices are available at the client's request. Innovative Diagnostics may modify these prices at any given moment. The applicable prices are the prices in use on the day of the order. They are only valid for deliveries falling within a period of 30 days following confirmation of the order. When the delivery date exceeds 30 days following confirmation of the order, the applicable price shall be the price in use on the delivery date.

As an exception to the above, an estimate may indicate specific price conditions. It also specifies its duration of validity.

Prices do not include local or national taxes or duties that would be applicable in the territory in which the delivery takes place. They do not include custom duties or any other taxes or right that may be claimed by authorities of the territory either.

### **6- TERMS OF PAYMENT**

#### **6.1 Terms of Payment**

Unless otherwise agreed by Innovative Diagnostics and the client, all invoices issued by Innovative Diagnostics are to be paid cash with order, in Euros, by bank transfer.

Payment terms may be agreed upon by the client and Innovative Diagnostics for a specific order, provided that the sold Products' expiry date is at least six (6) months after the delivery of said products to the client, that the amount to be paid does not exceed the authorized credit limit and that the payment is guaranteed by:

- A credit insurance to Innovative Diagnostics's benefit, or
- An on-demand guarantee granted by a first level establishment to Innovative Diagnostics's benefit, or
- Any other guarantee expressly accepted by Innovative Diagnostics.

Innovative Diagnostics may revoke such payment terms at any time and unilaterally, especially should one or several of the following events occur:

- The guarantee's or the credit insurance's terms and conditions have changed;
- A prior incident of payment by the client, either to Innovative Diagnostics or a third-party, was reported;
- When it appears Innovative Diagnostics was given erroneous information on the client or on the payment terms' guarantees and insurances.

In the event of payment by way of documentary credit or letter of credit, any expenses shall be borne by the client.

There is no discount rate for cash payment upon order.

When the client is a public entity, specific conditions of payment may apply.

#### **6.2 Default of Payment**

In the event of total or partial non-payment of an order at the settlement date, or in the event of non-compliance with the agreed terms of payment:

- Innovative Diagnostics retains the right to suspend all deliveries until sums owed are paid, and/or Sums owed on said order or on other orders already delivered or in the process of being delivered will become payable immediately 48 hours after formal notice has been given by Innovative Diagnostics by either fax or recorded delivery letter, even in the event that a commercial paper has been issued, and/or
- Innovative Diagnostics, without relinquishing any rights, specifically the rights to payment of the price or damages, may demand, by way of registered letter, restitution of goods at the client's expense and risk. If this necessitates transport, it shall be at the expense of the defaulter, and/or
- Innovative Diagnostics in addition, retains the right to annul the sale and/or orders in process, without prejudicing any other indemnities Innovative Diagnostics has the right to demand, and/or
- The client shall automatically pay a penalty per day of delay calculated in accordance with the EURIBOR rate increased by ten (10) points and applicable to all outstanding payments.

Collection charges on all outstanding payments shall be borne by the defaulter.

In any case, Innovative Diagnostics retains the right to withhold all deposits, partial payments and other sums paid, in payment of damages and penalties, even in the event that Innovative Diagnostics reclaims products in application of the property reserve clause.

### **7- DELIVERY**

Sales in France: Products shall be transported at the client's sole costs and risks, unless otherwise provided in writing between the parties.

Sales in French overseas territories and departments (DOM-TOM) and foreign countries : Delivery is subject to the terms provided by the Incoterm chosen by the parties. In the absence of such a choice, the applicable Incoterm shall be EX-WORKS (Incoterms® 2020), even in the hypothesis that the carrier would be chosen by Innovative Diagnostics. Nevertheless, the Parties may agree on other conditions of delivery on a case-by-case basis.

All transportation costs and custom fees shall be borne by the client. In case Innovative Diagnostics chooses the carrier, the client shall reimburse Innovative Diagnostics the transportation costs upon issuance of an invoice by Innovative Diagnostics.

Delivery shall occur within the delivery time that was indicated in the confirmation of the order. As the products to be delivered are specific and may require production delay, the delivery dates are only indicative and shall not in any way be binding on Innovative Diagnostics. Innovative Diagnostics will make its best efforts to comply with the proposed delivery date, but it shall not be held liable in case of failure in the delivery of the product at the said date. Should the specified delivery date not be complied with, Innovative Diagnostics will inform the client of such delay.

The Products have a limited shelf-life. In case it intends to deliver products of which the shelf-life is less than six (6) months, Innovative Diagnostics will inform the client when confirming the order. Should such indicated shelf-life not comply with the client's requirements, the client will be entitled, in so far as he informs Innovative Diagnostics prior to shipment, to reduce the quantity ordered or to cancel the order.

Innovative Diagnostics may partially deliver the client's order. Such partial delivery may be invoiced and paid separately. A late partial delivery shall not release the client from its obligation to accept further deliveries.

Client's attention is called to the fact that the products shall not be stored or displayed to temperatures too low or too high. For more information, the client shall refer to the instructions that accompany the products.

The Products purchased from Innovative Diagnostics have a standard and unique packing. This packing shall not be modified unilaterally by the client. Any change of packing, labelling or instructions imposed by applicable regulations within the Territory will have to be done according to the client's instructions, which he commits itself to transmit to Innovative Diagnostics. These changes may involve an extra charge. The same shall apply in case the client has specific requirements for the delivery of the product. These items are authorized by Innovative Diagnostics for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s)

herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s) without first obtaining advanced written approval from Innovative Diagnostics. Innovative Diagnostics shall not be responsible for any unauthorized resale, transfer, or disposal of these items, and shall not indemnify any other party against any U.S. sanctions penalties arising out of such party's unauthorized resale, transfer, or disposal activities.

### **8- PROPERTY RESERVE**

Transfer of ownership of the goods is dependent on full payment (principal, costs and accessories) on the settlement date by the client. The client shall ensure that identification of the products is always possible.

Until receipt of full payment, the client shall take full responsibility for the risks and the safekeeping of the products, and, as a result, shall take full responsibility for any damage the goods might suffer or cause until full payment has been made.

### **9- COMPLIANCE WITH INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The client agrees not to undermine any rights attached to the products, the patents and the brands that the products carry (as well as, but not limited to, registered or non-industrial designs, copyrights, etc that may protect those products) notably in that which concerns terms of resale of products, their presentation or the advertising thereof.

The client agrees not to reproduce or copy products, packaging, brands or distinctive marking, techniques, inventions, techniques or know-how used by Innovative Diagnostics, nor to undertake any act which might lead to appropriation of the above elements, irrespective of whether they are protected by Innovative Diagnostics or not by way of patent, trademark, design, registered model or copyright.

In order to help Innovative Diagnostics fight imitation of its products, models, techniques, patents, know-how, packaging, brands and other distinctive markings, the client agrees to inform Innovative Diagnostics of any risk thereof that he becomes aware of or that he suspects.

### **10- FORCE MAJEURE**

In the event of circumstances beyond Innovative Diagnostics's control resulting in an imbalance between the parties and rendering completion of the order impossible, difficult or abnormally imbalanced, the order in question may be suspended or annulled by Innovative Diagnostics without indemnity upon notification to the client by way of registered letter or any other appropriate means of communication (e.g.fax) if no other solution has been found within a reasonable period of time.

Such circumstances include fire, strikes (for example by the carrier or a subcontractor), floods, machinery failure or explosion on Innovative Diagnostics's premises or those of Innovative Diagnostics's suppliers or subcontractors, war, civil war, riots, requisitioning, reductions in legal imports, transport delays, impossibility of receiving supplies in normal conditions, a change in regulations, and all circumstances beyond Innovative Diagnostics's control which may disturb normal sales practice.

### **11- CLIENT'S LIABILITY**

The client undertakes the marketing of the products at his own expense and risk and accepts full liability for the marketing. It is left to the client to comply with the rules and regulations governing his sector so as to ensure that Innovative Diagnostics does not come under scrutiny.

Notably, it is left to the sole client to accomplish all formalities and obtain all authorizations that would be required for the marketing of the products.

The client takes full responsibility for checking the conformity of the products, their packaging, their presentation, their advertising etc... with regard to the legislation and regulations applicable in the territory where he plans to use or sell the products, if this territory is not France. Innovative Diagnostics shall not accept any liability for this, whether it is with regard to the client or to a third party. The client shall guarantee Innovative Diagnostics against any action it might face as a result of this.

In addition, the client's attention is called to the fact that certain products cannot be used or sold in certain countries, as a result of, for example, exclusive distribution rights or the existence of Intellectual Property rights (patent, trademark, industrial design, model etc...) or specific regulations (e.g registration). It is left to the client to request the necessary information from Innovative Diagnostics with regard to the possibility or not of using or selling products in any given country.

The client is sole responsible of the conditions of handling, transportation and storage of the products. On that matter, he shall comply with safety rules required by the products' specificity.

### **12- CLAIMS - RETURNS:**

By express agreement, Innovative Diagnostics is bound by the following guarantees and liabilities, excluding all others, except obligations it would have to fulfill in accordance with the compulsory texts relating to liability due to the nature of the products.

#### **12.1 Non-conformity and patent defect**

It is left to the client to carry out all necessary checks upon receipt of goods and to implement the usual reserves as soon as the goods are received or at the very latest within three days following receipt.

In the event of damage, non-conformity, patent defect or shortfall in the goods, the client shall ascertain the damage and confirm his reserves by way of registered letter sent to the carrier within three days of receipt of the goods. It is left to the client to exercise any rights to recourse that might exist with regard to the carrier.

In addition, the client shall inform Innovative Diagnostics by way of registered letter within 3 days of receipt of the goods of any conformity defect in comparison to the order or in relation to the law, or of any patent defect affecting the products, along with any reserve he might wish to formulate.

#### **12.2 Latent defects :**

Any defect affecting a product which may be qualified as a latent defect must be signalled as soon as possible to Innovative Diagnostics by way of registered letter.

It is agreed that no guarantee shall apply to non-conformities or defects that the client should have reasonably discovered through normal examination of the goods at the time of receipt and that should have been disclosed to Innovative Diagnostics in compliance with the provisions above.

#### **12.3 Consequences of guarantee and liability :**

The benefit of Innovative Diagnostics's warranty extends only to the original client and end-user of new products purchased by the client from Innovative Diagnostics or from Innovative Diagnostics's authorized distributors or resellers. Innovative Diagnostics products are for professional use only, by trained personnel. Innovative Diagnostics's warranty is not applicable to any person or entity, other than such client and such end-user.

Innovative Diagnostics warrants its reagents and kits to conform to Innovative Diagnostics published specifications, when used and stored under conditions specified by Innovative Diagnostics and given normal, proper and intended usage, until the expiration of their stated shelf-life, or, if none is stated, for one year after delivery to the client. The client understands that no diagnostic product can warrant 100% accuracy. Innovative Diagnostics does not warrant uninterrupted or error-free operation of kits. During the applicable warranty period Innovative Diagnostics will, at no additional charge, replace a nonconforming kit with a new product, and Innovative Diagnostics will return such product to the client, at Innovative Diagnostics's cost.

Innovative Diagnostics shall not accept any liability or provide any guarantee when it is apparent that the products have not been handled and/or stored and/or carried and/or used in the normal manner, or in the case of negligence or fault on the part of the client or a third party.

Any return of goods shall only be accepted upon express written agreement from Innovative Diagnostics. Unless otherwise agreed in writing between the parties, all expenses incurred as a result of a return shall be borne by the client.

Innovative Diagnostics's guarantee and liability shall cover only, at Innovative Diagnostics's discretion,

- the refund, or
- exchange of all defective products or of those affected by non-conformity, by products of at least the same quality, or
- a product discount given in the form of a credit note.

Specifically excluded is the payment of indemnities for commercial damage, notably any decrease in sales figures, or damage done to commercial image, whether direct or indirect, resulting from the non-conformity or defect of a product.

It is understood that the above provisions do not aim at excluding Innovative Diagnostics's liability in case of personal injury resulting from compulsory laws and regulations.

### **13- INSURANCE**

The client certifies that he has concluded an insurance policy covering all risks linked, depending on the client's quality to the marketing or the use of the product.

### **14- DISPUTE - APPLICATION LAW**

Any dispute relating to the interpretation, the application or the enforcement of the aforementioned terms and conditions of sale, or to the business relationship between the parties or the termination thereof, shall be decided under French law and shall fall under the jurisdictions of Montpellier-France, except contrary compulsory provisions.

It is expressly agreed that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions to which the aforementioned terms and conditions apply.

### **15- PRIVACY**

Innovative Diagnostics is committed to ensuring that the private information transmitted by its clients remains private and is not shared with any third-party.

Unless otherwise agreed by Innovative Diagnostics and the client, Innovative Diagnostics will store the financial data it has collected when processing a transaction with the client.

Innovative Diagnostics will never use the private information collected without the client's consent