

General Terms and Conditions of Sales

1 Application

These General Terms and Conditions of Sale (the “**Terms**”) comprise the agreement between **GENEXPATH** and you for the purchase of software and products by you from GENEXPATH. When accompanying a quote submitted by GENEXPATH to you, the Terms constitute an integral part of the commercial sales offer expressed by such quote, except for any formal written offer duly signed by GENEXPATH, the Terms take precedence over any verbal or written communication by GENEXPATH or by you, regardless of when or how such verbal or written communication took place.

2 Purchase Orders

A valid Purchase Order must mention the product name(s), the type(s) of product or license, the quantity of each item being purchased, as well as the agreed sale price and payment terms for the order.

All sales are final, irrespective of the GENEXPATH sales agent who issued the PO.

Except as agreed otherwise in writing, by submitting a Purchase Order to GENEXPATH, you acknowledge that you have read and understood, agree to, and will abide by all the terms and conditions of the related quote and of these Terms.

3 Prices

Products are quoted in the indicated currency with prices applicable at the time the quote is issued. Following the expiration of a quote, GENEXPATH reserves the right to adjust the price of any subsequent quote as a result of currency fluctuations between the quote currency and the Euro.

Except as agreed to explicitly in writing by GENEXPATH, any price indicated on a quote is valid for up to 30 days following the issue date. Should a product be delivered after the expiration of a quote, the applicable price of sale shall be the list price in effect (or the price in a foreign currency based on such list price and the exchange rate of the day) on the date of delivery.

Except as agreed to explicitly in writing by GENEXPATH, all quoted prices are net prices based on the price list provided by GENEXPATH, exclusive of any applicable taxes.

Except for GENEXPATH income tax, you shall bear the full burden of any tax or other tariff due under French or other jurisdictions relating to the sale.

4 Delivery

Delivery of software products is made by means of electronic issuance of software licenses. Delivery of an electronic license shall be made either by direct transfer to you, the buyer, or by simple notification to you of the availability of such license, including instructions for retrieving the license. Once notified, you shall retrieve the software promptly. Other products are delivered by carrier.

5 Invoicing

An invoice will be generated by GENEXPATH and delivered to you following delivery of a license, as described above or when products are shipped.

6 Payment Terms

6.1 Payment Modalities

Except as agreed to explicitly in writing by GENEXPATH, all payments are due 30 days following the date of invoice. Payments are to be made by electronic transfer. GENEXPATH may agree to alternate payment methods, subject to an additional administrative fee. Any bank or other charges relating to the transfer shall be borne by you.

6.2 Late or defaulted payments

In the case of late payment, GENEXPATH may suspend access to the products (without prejudice with regards to any other actions). Access will be promptly restored following reception of payment.

Any amounts remaining unpaid following the due date of an invoice shall result in penalties of 3 times the French legal interest rate in effect at the time as well as a one-time collection fee of €40 as of the day following the due date (as stipulated in the French Loi 2012-387, 22 March 2012).

Any defaulted payment that remains unpaid forty-eight hours following notification from GENEXPATH shall, at GENEXPATH discretion, cause the sale to be annulled. Additionally, following such uncured defaulted payment, GENEXPATH retains the right to annul any other unpaid orders, regardless of whether or not such unpaid orders have been delivered, or whether or not their payments have become due.

In each of the above cases, any amounts due for other any orders delivered to you (for software or otherwise) or for other orders also having defaulted payments, shall become due immediately should GENEXPATH opt not to proceed with any of the above cures. You agree to reimburse any and all penalties or other fees resulting in any late payments, including but not limited to honorariums charged by ministerial officials.

In no case shall any payment be suspended or become the object of any compensation without explicit written agreement by GENEXPATH. Any partial payment shall be applied first against any older outstanding receivables due. GENEXPATH does not offer discounts for cash payments or early settlements.

7 Data Protection

Read our Charter for the protection of personal data of the customers on www.genexpath.com. In accordance with the French “loi Informatique et libertés” and the European General Data Protection Regulation, any customer or prospective customer who has provided any personal information to GENEXPATH reserves the right of access to, or correction, modification or deletion of any such personal data. All customers and prospective customers may exercise these rights on request, accompanied by a photocopy of proof of identity at the following address: dpo@genexpath.com or by regular mail to GENEXPATH SAS, 113 avenue des martyrs de la resistance, 76000 Rouen, France.

8 Applicable Law and jurisdiction

The Terms are governed in their entirety by French law. The parties agree to negotiate a settlement to any dispute arising from the interpretation or execution of the Terms. Despite attempts to negotiate a settlement, any such dispute that remains unresolved shall be submitted to the exclusive competence and jurisdiction of the courts of Rouen - France, notwithstanding disputes with multiple defendants or introduction of third parties, even for emergency or provisional measures.

9 Claims

All claims or legal contestation by you against GENEXPATH must be formulated within 48 hours from the time of the incident giving rise to such claim or contestation.