

GENERAL TERMS AND CONDITIONS OF SALE

The Genomic Vision SA (hereinafter "GV") General Terms and Conditions of Sale are, by virtue of Article L.441-6 of the Commercial Code, the result of commercial negotiations between the parties for the sale of GV systems, (molecular combing system, software package(s) and/or accessories, and/or associated consumable(s) and/or reagent(s), kits, reagents and consumables (the Products), excluding GV's proprietary scanner. These shall govern all orders placed by the Client regarding the Products and govern any conditions of purchase unless there is prior written express consent to the contrary by the GV Management. The placing of an order entails the Client's full and unconditional acceptance of the General Terms and Conditions of Sale, listed on GV's business documents, which can be viewed in their entirety at the GV website: www.genomicvision.com and waiver of his Conditions of Purchase, even when the latter appear on his orders, receipts and correspondence.

1) ORDERS

Only written orders sent to the GV Sales Management (via e-mail, fax or mail) or EDI will be accepted. Any order that is placed must include on it the client account number when it exists, delivery and invoicing addresses, the item reference and its full name, its price, its quantity, desired shipping or delivery date. GV reserves the right to reject or place the order on hold should it believe that the Client's situation presents a risk in terms of GV being able to collect the debt or if the Product is unavailable.

If GV confirms receipt of the order, without any conditions or request for clarification, the order is considered to have been accepted. Removing conditions by later written communications using the same means of communication (email, fax or post) also implies confirmation of the order.

The confirmed order cannot be cancelled or modified unless Genomic Vision gives its prior, written consent.

2) DELIVERY

GV agrees to supply to the Client the Products indicated on the order that GV has accepted. The Products shall be installed using the methods set out on the order that GV has accepted the timetables below being given solely as an example, and being subject to modification by GV, without indemnification or rebates of any kind in that respect.

Unless otherwise agreed in writing, the destination of the Products will be the address provided by the Client at the time of the order or of the order confirmation. GV shall be entitled, at its discretion, to make partial shipments of Products and to invoice each shipment separately. GV shall not be liable for any loss or damage resulting from a delivery delay or defect of any kind, to the extent those are beyond GV's reasonable control. In all circumstances, Products may only be returned with prior written consent from GV, and at the Client's expense.

Unless otherwise agreed, delivery will be made FCA, Incoterms © 2010 ICC at GV's premises, whatever the mode of transportation used.

3) PRICE

The price for the Products and/or Services shall be the price specified in Euros in the quote issued by GV, added value tax or any other applicable sales tax not included. All the quotes drawn up by GV for the supply of Products and/or Services shall remain valid for the period mentioned in the quote, or if no period is specified, for sixty (60) days. In all other cases, the applicable prices are the ones in GV's current catalog on the day of the order, to which are added the costs for handling, packing, and minimum order fees (and insurance covering the transportation risks if the Client wishes GV to contract such insurance policy).

4) TRAINING

Any purchase of a system includes a training session for the Client, which will be conducted by authorized GV personnel. The methods by which this session will be held and in particular the date, place, duration and number of participants

for the Client will be decided jointly by the Parties when the order or agreement governed by these Terms and Conditions is drawn up.

5) INVOICING

The reagents, consumables and accessories shall be invoiced on the date they are shipped, along with any standard equipment that the Client may be directly implementing. Those systems that require intervention on the part of GV personnel to be put into operation will be invoiced on the date the Taking-Over Certificate is signed. The invoices will be sent in either a paper or electronic record format. Unless there is notification to the contrary, GV reserves the right to bill at the end of each month, combining all the deliveries made in that month in one invoice. Should the Client not submit an objection to GV Sales Administration within a period of 30 days after the invoice issue date, he shall be considered as fully accepting the amounts of these invoices.

6) PAYMENT

6.1 – Unless there is a written agreement to the contrary between the parties, payment must be made to GENOMIC VISION (specify the means by which payment will be made) in the invoiced currency no later than thirty (30) days after the invoice date; possible exchange rate or banking fees will be borne by the Client.

6.2 – Should there be a delay in payment, GENOMIC VISION reserves the right:

- (i) to suspend deliveries and/or cancel any commitments not yet fulfilled or only partially fulfilled;
- (ii) to bill interest at an annual rate of twelve percent (12%) compounded daily beginning with the first day of delay and up until the date of effective payment; and
- (iii) to request the payment of a flat sum indemnity of 40 euros or the amount set by decree as specified by Article L.441-6 of the Commercial Code.

7) LEASING

Should the system be financed through leasing, the financing organization shall assume the rights and obligations stipulated herein in its capacity as Client, and shall become a guarantor of compliance with the rights and obligations of the final user under these terms and conditions.

8) TRANSFER OF RISKS AND RETENTION OF OWNERSHIP

Any Product sold shall remain the property of GV until payment in full of the principal and other charges has been made.

GV reserves the right to use any means at its disposal to repossess or ensure repossession of the Product in the event of nonpayment, since the failure to pay may establish a claim to the Product. That part of the price already paid shall be forfeited to GV as consideration for use of the Product; the issue of a document creating an obligation to pay shall not be considered a payment as defined in this clause.

The transfer of risks to the Client takes effect upon delivery of the Product, on which date the Client shall be responsible for any damage or loss which may occur to the Products or from the Products. The Client shall therefore be responsible for executing an insurance policy covering the Product from the time that it is delivered.

9) USE OF PRODUCTS

No total or partial resale to third parties by the Client of the products (reagents or consumables) or of GV systems, is authorized for purposes other than those listed below and without prior notification to GV. GV declines all liability and provides no warranty, if this obligation is violated.

The Products (including systems, reagents or consumables) are only intended for use by the Client for its internal needs and, may be used for research or educational purposes on condition that these not be commercial uses, with their availability to any third party at any cost, by the Client, or in order to generate income to its profit, being excluded.

10) TRACEABILITY

The Products sold by GV have specific technical characteristics that require compliance with the constraints of applicable traceability regulations and laws.

Consequently, GV reserves the right to sell its products exclusively to professionals authorized to deliver biological analysis results. The Client agrees to comply with all the legal or regulatory traceability standards that apply to the products it orders or uses. GV shall not be held responsible for failure to comply with these regulations outside the place of delivery indicated when the Client places the order.

11) COMPLAINTS

Any logistical complaint or complaint of defect in delivery shall be sent to the GV Sales Administration department and any technical complaint shall be sent to the Customer Care department, no later than 30 days after the Products have been received. No Product return is permitted without the prior written agreement of GV, which may at its sole discretion decide to replace them. The Client himself shall be responsible for returning any Products if he wishes to do so.

12) WARRANTY

If no warranty period is specified, the contractual warranty period will be for one (1) year:

- for products (except for reagents and consumables) beginning with the date of supply to the Client and, more specifically
- for systems, beginning with the date of signature by the Client of the Receipt Certificate.

For the entire period of the warranty, GV agrees to perform or get a specialized company to perform, on its behalf, and free of charge, maintenance, troubleshooting and provision of spare parts needed for the proper operation of the system, with the exception of consumables, reagents and accessories.

GV shall have no obligation under this article for damages or consequences due to:

- normal use,
- accident, catastrophe, or an act of God,
- abusive use, error or negligence of the Client, and specifically, the Client's failure to respect conditions for implementation or use applicable to it, or their documentation and to not learn the "Instructions for Use," Notices or User Manual
- use of the Products in a way that does not comply with their design or documentation,
- causes external to the Products, such as, but not limited to, power failure or interruption,
- improper storage or handling of the products
- use of the Products in conjunction with equipment, environment or software that is not authorized or
- any installation, maintenance, repair or modification made by any person other than GV or its designated representative, or any use whatsoever of replacement parts not supplied by GV or its designated representative.

a) Reagents and consumables:

As an exception to the applicable duration and general warranty for Products, reagents and consumables shall comply with the specifications stated in the technical sheets up to the expiration date. Any other use, other than for research, is only authorized with a specific prior written agreement between the Client and GV.

b) Systems:

Any use of the systems other than for research purposes can be authorized only by specific written agreement between the Client and GV. The GV guarantee shall not apply to any Product that has been handled or used in any way that does not comply with the GV user's instructions. Under condition c) below, the above warranties and the guarantee against hidden defects are the only guarantees offered by GV and are accepted by the Client to the exclusion of any other guarantee, written or oral, expressly or implied, including, specifically, any guarantee regarding the suitability of the products for a specific use.

c) Lack of guarantee in relation to professionals in the same sector. The guarantee against hidden defects does not apply in relationships between GV and specialized professionals in the same field.

d) GV does not guarantee that the Client's use of reagents, consumables or systems does not infringe on the industrial property rights of third parties.

e) GV does not guarantee the suitability of the Product to the needs of the Client, nor to its training, its competences and professional qualifications. It is the Client's responsibility to assess these prior to submitting any order, notwithstanding the trainings session supplied by GV. GV shall also not be held liable for any possible insufficiency of said training with regard to the Client. These elements are the sole responsibility of the client, as set out in detail in article 14.

13) WASTE

In accordance with Decree no. 2012-617 dated May 2, 2012 relating to management of DEEE [waste electrical and electronic equipment], it is agreed that GV shall treat the waste from the systems identified and marked as being electrical and electronic equipment and returned to GV by the Client at the latter's expense. The Client's obligations (especially in the area of decontamination and safety of equipment before removal, erasing of patient data, etc.), to which he must strictly adhere, are set out in the "User's Guide" for the system concerned. The terms under which the systems are made available, along with the rates associated with these services, will be communicated to the Client at his request. It should be noted that the Client, as custodian of the equipment, shall be responsible for making it available to GV and ensuring its integrity. All expenses or damages incurred as a result of the Client's negligence or any failure to meet his obligations as set out above shall entitle GV to compensation. The Client expressly agrees that should custody of a piece of equipment provided by GV be transferred in any way whatsoever, whether as part of a loan or lease, free or charged for, a gift or in any other way transferred within France or outside of it, GV shall be de facto and with no other conditions released from its obligation to finance and organize the elimination of this waste as mentioned in the decree. GV agrees to convey all information needed with regard to the equipment concerned. The Client shall be entirely responsible for good documentary, technical and administrative management. He shall guarantee GV against, and shall hold GV harmless for, any harmful consequences, expense, actions of third parties including the authorities concerned, in the event of improper performance of this obligation.

14) LIABILITY

14.1 The Client, in his capacity as professional research company in the area of medical biology, shall take every possible measure to ensure that the systems, reagents and software are used in compliance with the legal standards and prescriptions applicable to him, in particular with regard to installation of systems and conduct of tests. As one skilled in the art, he will not only use the systems in strict compliance with GV's recommendations but also will remain responsible for any interpretation and use of the results provided.

14.2 The Client guarantees GV against any legal action by third parties relating to the consequences of improper usage of the Products.

14.3 GV's cumulative liability for any loss or damage resulting from any cause whatsoever, including its own negligence in the context of supplying the Products, cannot under any circumstances exceed the sale price of the Products which are the object of the claim. GV cannot be held liable for incidental or consequential damages, regardless of whether the cause of action is contractual or in tort, nor for the loss of revenue, profits or customers of the client in relation to the supply of the Products.

15) SOFTWARE

The software included in the rate or order is provided with a non-exclusive, non-transferable usage license, which cannot be sub-licensed, and is strictly for use by the Client's personnel in exclusive relation to the Product sold for the entire duration of the copyright protection of this software throughout the world: this software cannot be analyzed, copied, modified, transferred, sublicensed or adapted without GV's express prior written agreement, nor may it be separated or extracted from the Product, and GV reserves the right to execute all maintenance on this software. With the exception of the aforementioned right of usage, the Client shall under no circumstances invoke any intellectual property right over the software. The computer media are guaranteed to be free of any significant manufacturing defect or flaw preventing use of the Product for a period of 30 days from the date the Client signs the Taking-Over Certificate.

Upon delivery, the software provided by GV shall be free of all known computer viruses. GV operations shall be carried out using tools protected by anti-virus software, on the date of signature. It is the Client's responsibility to set up a protection plan for all the data in his computer system (Client's computer resources) for the future, against a risk of that type.

The Client must ensure that his computer equipment is compatible with those offered by GV. GV cannot be held responsible for any viral contamination. Furthermore, GV reserves the right to bill for any additional services that might have to be provided due to contamination that exists in the Client's computer equipment.

16) CONFIDENTIALITY

The Client agrees to preserve the confidentiality of the software and of its documentation and to neither transfer nor make these available to third parties. Likewise, the Client must ensure the confidentiality of all sensitive data regarding know-how, manufacturing secrets and unpublished information relating to GV Products, as well as any rates, discount and technical information supplied by GV to the Client; all of this is the confidential and private information of GV, the revelation of which would damage GV.

17) PERSONAL DATA

Certain personal data relating to the Client (in particular, telephone numbers, postal addresses, etc.) shall be subjected to data processing which GV has declared to the CNIL [French Data Protection Authority], with respect to its obligations as data controller conducting the processing of personal data conveyed to it by the Client. The Client agrees to his personal data being used by GV and other organizations in the GV group, in compliance with the provisions of Law No. 78-17 of January 6, 1978, amended by the Law of August 6, 2004. The Client has the right to access, modify and correct data concerning him in accordance with this Law. To exercise this right, the Client can go to the website www.genomicvision.com/contact.

Within the context of conducting operations aimed at guaranteeing the systems sold by GV, the Client accepts that GV will access the anonymized personal data of patients for the time needed to perform the operation concerned. In accordance with the provisions of article 35 of this law and after having received written instruction beforehand from the Client, GV agrees to set up appropriate security mechanisms and procedures, from the start of the operation concerned, to rigorously guarantee the security, integrity and confidentiality of the Client's data. The Client and GV agree to comply with their respective obligations under the aforementioned law of January 6, 1978. It is required under article 34 of the law of January 6, 1978 that the Client be the controller for processing of personal data which he transmits to GV, and the latter, acting on the Client's instructions, shall be the subcontractor as set out in Law No. 78-17.

18) EXPORT RESTRICTIONS

The Client acknowledges that each Product, including the technical information supplied by the Vendor, or content of the documents are subject to the applicable export controls. The Client shall comply with all legislation, regulations, treaties and agreements in force regarding exporting, re-exporting and importing of any Product and its related information

19) ASSIGNMENT

The Client is prohibited from assigning or transferring, sub-licensing, in any way, to a third-party competitor of GV any or all of its rights and obligations under the agreement. Should the Client undergo a change in control or a restructuring operation (unless within the group) such as a merger, the order shall only continue to be applicable with GV's prior written consent. The Client agrees already however that GV can transfer the order or change its own control to a third party. The Lessee must inform GV prior to the occurrence of any event specified in this clause that relates to it.

20) MISCELLANEOUS

- 20.1 Any action originating from CGV must be introduced within a period of one (1) year beginning with the date at which the cause for said action occurred.
- 20.2 In the case where one or more provisions contained in the CGV are judged by a competent court as invalid, illegal or inapplicable in any way whatsoever, the validity, legality and applicability of the other provisions of this document shall retain their full force and effect, unless this decision substantially modifies the parties' agreement.
- 20.3 GV's failure to apply, or the waiver by GV to invoke, a violation of any one of the stipulations of these CGV shall not constitute a waiver to invoke any other violation of these conditions.

21) APPLICABLE LAW - COURTS

These General Terms and Conditions of Sale are governed by French law with regard to their validity, interpretation and enforcement, expressly excluding the United Nations Convention of 11 April 1980 regarding international contracts for the sale of merchandise. In the event of dispute, the COURTS OF PARIS shall have sole jurisdiction, even in the case of third party appeals or multiple respondents, or even in the case of summary proceedings by ex parte motions. Genomic Vision SA with capital of 273,357.50 euros, 80-84 rue des Meuniers, 92220 Bagneux, France - RCS 477 699 144 Nanterre.

