

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. GENERAL

These General Terms and Conditions of Sale (“**GTC**”) shall apply to all sales of goods (“**Products**”) by ADx NeuroSciences NV (“**ADx**”) to a third party, who is the end user, requiring purchase of such Products (“**Buyer**”). In case of conflict, inconsistency or addition not expressly accepted in writing by ADx, these GTC shall be considered as superseding any other terms and conditions, including Buyer’s terms and conditions of purchase, with the exception of a formal supply agreement or alike between ADx and Buyer. ADx shall have the right to amend these GTC, of which the updated version will be presented through its website.

### 2. ACCEPTANCE

ADx’ quotations shall be non-binding and subject to change unless expressly indicated otherwise. The present GTC shall be deemed to be accepted by Buyer under one of the following circumstances: (i) Buyer’s written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for any of the Products, which shall be binding upon ADx upon receipt confirmation unless ADx informs Buyer of the contrary within ten (10) calendar days after receipt (\*); (iii) acceptance of any shipment of Products; (iv) payment for the Products; (v) any other act or expression of acceptance by Buyer.

(\*) Buyer’s purchase order shall be binding upon Buyer upon confirmation of receipt by ADx. In case the purchase order is cancelled or modified by Buyer, Buyer will fully compensate ADx for any expense incurred by ADx resulting directly from such cancellation or modification. Buyer may cancel its purchase order in case ADx’ order confirmation deviates from Buyer’s purchase order. In this case, the reason why it deviates will be stated on the order confirmation.

### 3. DELIVERY

The delivery of Products shall be made EXW Technologiepark 94, Zwijnaarde Belgium (ICC Incoterms 2020) in accordance with ADx’ established standard operating procedures. All customs, duties, costs, taxes, insurance premiums and other expenses relating to such transportation and delivery shall be at Buyer’s expenses. Unless as expressly stated in an agreement between ADx and Buyer, the delivery times set out in offers and order confirmations are non-binding, indicative and subject to change. In case of a delay, ADx shall inform Buyer as soon as reasonably possible. ADx shall not be liable and shall not indemnify Buyer for any damage, expense or loss incurred by Buyer resulting from a delay in the delivery of Products.

### 4. PRODUCT NONCONFORMITY

After receipt of any shipment of Products, Buyer is responsible for the appropriate storage of the Products in accordance with the conditions set out in the certificate of analysis. Buyer shall check the quantity and visually inspect any damage to the packaging of the Products. No claim for defective or insufficient packaging or shortage in quantity of any individual shipment of Products shall be valid unless made by written notice given within five (5) days from the date of receipt of Products. In the case of hidden defects, such claims shall be made by written notice within thirty (30) days from the receipt of Products. Such written notice shall be accompanied by the proof of nonconformity, and includes a reference to the purchase order and invoice. Provided that Buyer’s claim is justified, it can be decided to either replace the defective portion of the Products, adjust the price for sale in question, or refund to Buyer the price of such Products.

### 5. PRICES AND PAYMENT TERMS

Buyer shall purchase the Products at prices specified in the purchase order, which were confirmed by ADx in writing. ADx shall invoice the Products upon delivery thereof and shall address its invoices to the address specified by the Buyer on the purchase order.



All payments shall be made in EURO. Any tax, duty, custom or other fee of any nature imposed in connection with this transaction by any authority shall be paid by Buyer in addition to the invoiced price. In the event ADx is required to prepay any such tax, Buyer shall fully reimburse such tax prepayment to ADx. Filing of a claim for defective quality or quantity shall not entitle Buyer to withhold payment of the corresponding invoice. If payments are overdue and undisputed by more than thirty (30) days, Buyer shall pay an interest thereon at a rate equivalent to the standard bank interest rate for cash credits in Belgium as offered by the Belgian KBC Bank plus three per cent (3%) as from the date of the receipt of notice.

## **6. USE OF PRODUCTS**

Buyer shall not sell the provided Products as stand-alone reagents, nor is Buyer authorized to sell, transfer or supply the Products to any third party for whatever purpose. Products are intended for non-commercial research use only purposes, and cannot be used for other purposes, including but not limited to in vitro diagnostic uses, ex vivo, in vivo therapeutic or theranostic uses or any type of consumption by or application to humans or animals. Buyer understands that any and all proprietary rights related to the Products, shall be owned by and remain in ADx. Buyer recognizes and agrees that nothing contained in these GTC or in the purchase or payment of Products will be construed as granting any implied or express rights, by license or otherwise, by ADx to Buyer to the Products. Furthermore, the furnishing of Products under this GTC by ADx to Buyer shall not constitute any grant, option or license by ADx to Buyer under any patent or any other rights owned by ADx as evidenced by its written records. Furthermore, Buyer understands that any and all proprietary rights related to the Products, shall be owned by and remain in ADx.

## **7. WARRANTIES**

ADx represents and warrants that the Products shall conform to the specifications, as set forth in the certificate of analysis incorporated in the shipment. ADx makes no warranties, express or implied, and expressly disclaims warranty of fitness for a particular purpose. ADx makes no representation or warranty that the Products or the use thereof will not infringe any patent or other proprietary right. No warranties are provided by ADx in the event of (i) use of Products beyond shelf life as set forth in the specifications; (ii) incorrect stocking conditions.

## **8. LIMITATION OF LIABILITY**

ADx will accept no liability for any damage, loss, claims, costs or consequences of any use of the Products unless such damage, loss, claims, costs or consequences result from ADx' non-compliance with any of the terms of this GTC or its gross negligence. ADx' overall aggregate liability related to the Products ordered under a purchase order shall in no event exceed the amount of the related purchase order.

## **9. FORCE MAJEURE**

ADx shall not be liable for any delays in delivery for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of ADx, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, global viral or bacterial disease outbreaks or acts, omissions or delays in acting by any governmental authority or other third party.

ADx will notify Buyer of such force majeure event and shall use all commercially reasonable efforts to resolve any delay caused. However, if the delay or performance is more than three (3) months, ADx may terminate the purchase order without liability and with a prior written notice to Buyer.

## **10. CONFIDENTIALITY**

In case Buyer gets access to any confidential business, scientific or technical information relating to ADx in the context of the purchase of Products, Buyer shall keep this strictly confidential and



shall not disclose or use this information in any manner without ADx' prior written consent. Each party is responsible for complying with applicable data protection regulations and undertakes to process personal data exclusively in accordance with the purchase of Products and GDPR.

**11. APPLICABLE LAWS AND JURISDICTION**

Unless explicitly otherwise agreed, these GTC will be subject to the laws of Belgium. Any dispute, if not amicably settled, shall be submitted to the courts of Ghent (Belgium).