

**The Buyer's attention is drawn in particular to the provisions of Condition 3, Condition 10 and Condition 11.**

## 1 INTERPRETATION

In these Conditions, the following definitions apply:

**Buyer:** the person, firm or company who purchases the Goods and/or Installation from bioMérieux.

**bioMérieux:** bioMérieux UK Limited, Grafton Way, Unit H, Basingstoke, Hampshire RG22 6HY.

**Conditions:** the terms and conditions set out in this document.

**Contract:** the contract between bioMérieux and the Buyer for the sale and purchase of the Goods and/or the performance of the Installation in accordance with these Conditions.

**Date of Installation:** the date on which the certificate of installation or other equivalent document is signed. In the absence of such document, the Date of Installation shall mean the date on which Installation is completed.

**Delivery Point:** the place where delivery of the Goods and/or performance of the Installation is to take place under condition 3.1.

**Force Majeure Event:** has the meaning given in condition 14.

**Goods:** the goods (or any part of them) set out in the Order, including but not limited to reagents, instruments, software and disposables.

**Installation:** the installation of the Instruments for the Buyer by bioMérieux, as set out in the Order.

**Instruments:** the instruments (or any part of them) set out in the Order.

**Intellectual Property Rights:** all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Buyer's order for the Goods, as set out in the Buyer's purchase order form or as communicated in writing to bioMérieux by the Buyer.

**Software:** any software comprised in the Goods or otherwise provided by bioMérieux to the Buyer.

**WEEE:** waste electrical and electronic equipment as defined in the Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289) (the "WEEE Regulations") as amended from time to time.

## 2 FORMATION OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods and/or the Installation in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order are accurate and complete, and specifically that the Order includes:

- (a) the product name and reference number;
- (b) the Buyer's addresses for delivery, Installation and invoicing; and
- (c) the Buyer's account number with bioMérieux.

2.3 The Order shall only be deemed to be accepted when bioMérieux issues a written acceptance of the Order, or (if earlier) bioMérieux performs the Installation and/or delivers the Goods to the Buyer, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of bioMérieux which is not set out in the Contract.

2.5 All samples, drawings, descriptive matter, specifications and advertising issued by bioMérieux and any descriptions or illustrations contained in bioMérieux's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract and no sale of Goods shall be a sale by sample.

## 3 DELIVERY

3.1 Unless otherwise specified in the Order, the Delivery Point shall be the Buyer's place of business.

3.2 If the Contract includes an Installation, the Buyer shall provide to bioMérieux:

- (a) access to its premises, systems and staff; and
  - (b) all other necessary assistance in performing such Installation.
- 3.3 Times and dates for delivery are business estimates only and not contractual obligations. Time therefore will not be of the essence of the Contract and provided bioMérieux makes delivery within a reasonable time (taking into account all the circumstances) the Buyer shall not be entitled to terminate or rescind the Contract or claim damages in respect of late delivery unless bioMérieux has specifically agreed in writing to the contrary on a contract by contract basis.
- 3.4 bioMérieux shall not be liable for any delay in delivery of the Goods or performance of the Installation that is caused by a Force Majeure Event, the Buyer's failure to provide bioMérieux with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or performance of the Installation, or any other act or omission of the Buyer.
- 3.5 If for any reason the Buyer fails to accept delivery of the Goods when they are ready for delivery, or bioMérieux is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by bioMérieux's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) bioMérieux may store the Goods until delivery, and the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 3.6 bioMérieux may deliver the Goods, or perform the Installation, by separate instalments as agreed with the Buyer. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 3.7 The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by bioMérieux, the Buyer shall make those licences and consents available to bioMérieux prior to the relevant shipment.
- 3.8 Any reagents supplied to the Buyer by bioMérieux under the Contract shall be packed with a minimum residual shelf life, details of which shall be provided by bioMérieux to the Buyer upon request.
- 3.9 bioMérieux shall not be liable for any damage or shortfall in delivery of Goods (even if caused by bioMérieux's negligence) unless the Buyer:
- (a) gives written notice of such damage or shortfall on the form provided by the carrier for that purpose to bioMérieux within 3 working days of delivery; and
  - (b) submits its claim in writing to the Sales Administration Department of bioMérieux within 30 days following receipt of the Goods or performance of the Installation.
- 3.10 No return of the Goods shall be accepted without bioMérieux's prior written consent.

## 4 PRICES

4.1 The price of the Goods and/or the Installation shall be bioMérieux's quoted price or where no price is quoted the price listed in bioMérieux's published price list at the date of the Contract. A quotation shall only be valid for a period of 30 days from its date of issue, or such other period as may be specified in the quotation, unless withdrawn by bioMérieux. A quotation shall not constitute an offer.

4.2 Prices quoted are exclusive VAT.

4.3 bioMérieux may, by giving notice to the Buyer at any time up to delivery, increase the price from that advised in the acceptance of the Order, if such increase is due to:

- (a) increased cost of raw materials or labour;
- (b) any change in government regulations;
- (c) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered;
- (d) any delay caused by any instructions of the Buyer or failure of the Buyer to give bioMérieux adequate or accurate information or instructions; or



# GENERAL CONDITIONS OF SALE

(e) any Force Majeure Event.

## 5 INVOICING AND PAYMENT

- 5.1 bioMérieux may invoice the Buyer for the Goods and/or Installation on or at any time after the shipping date.
- 5.2 The Buyer shall make payment in full in cleared funds in advance of delivery or, with bioMérieux's express prior written consent, within 30 days from the date of the invoice for the Goods. Time of payment is of the essence.
- 5.3 If the Buyer fails to make any payment due to bioMérieux under the Contract by the due date for payment, bioMérieux:
- (a) may withdraw immediately any payment facilities and special commercial conditions previously granted;
  - (b) may require payment in full in cleared funds (or any other means of payment chosen by bioMérieux) from the Buyer before any further delivery;
  - (c) may require immediate payment of all sums which are or which will become due to bioMérieux under the Contract; and
  - (d) shall be entitled to recover possession of any unpaid Goods. bioMérieux shall retain the part of the price already paid as compensation for the use of the Goods. Any promise to pay shall not be considered, for the purposes of this provision, as payment.
- 5.4 The Buyer shall make all payments due under the Contract in full without any deduction or set-off whether by way of counterclaim or otherwise, unless otherwise agreed in writing by bioMérieux or unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by bioMérieux to the Buyer.
- 5.5 If the Buyer fails to make any payment due to bioMérieux under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Buyer shall pay the interest together with the overdue amount.

## 6 LEASE PURCHASE

If the Buyer is purchasing the Goods in order to lease them to a third party, the Buyer shall ensure that such third party complies with all relevant obligations of the Buyer under the Contract (including without limitation in relation to the use, storage and maintenance of the Goods) and shall be directly liable to bioMérieux for any failure of such third party to comply with such terms.

## 7 TITLE AND RISK

- 7.1 Subject to Condition 3.5, risk of damage to or loss of the Goods shall pass to the Buyer at the time when the carrier employed by bioMérieux delivers the Goods into the hands of the Buyer or when the Buyer collects the Goods from bioMérieux's premises.
- 7.2 Title to the Goods shall not pass to the Buyer until bioMérieux has received in full (in cash or cleared funds) sums due to it in respect of those Goods.
- 7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as bioMérieux's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify bioMérieux immediately if it becomes subject to any of the events listed in Condition 8.1(c) or Condition 8.1(d); and
  - (e) give bioMérieux such information relating to the Goods as bioMérieux may require from time to time.
- 7.4 Subject to clause 7.5, the Buyer may use the Goods in the ordinary course of its business (but not otherwise) before bioMérieux receives payment for the Goods.
- 7.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in Condition 8.1(c) or Condition 8.1(d) or the Buyer encumbers or in any way charges any of the Goods then, without limiting any other right or remedy bioMérieux may have:
- (a) the Buyer's right to use the Goods in the ordinary course of its business ceases immediately; and
  - (b) bioMérieux may at any time:

- (i) require the Buyer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and
- (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

- 7.6 bioMérieux shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from bioMérieux.

## 8 TERMINATION AND SUSPENSION

- 8.1 Without limiting its other rights or remedies, bioMérieux may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified to make such payment; or
  - (b) the Buyer's financial position deteriorates to such an extent that in bioMérieux's opinion the Buyer's capability adequately to fulfill its obligations under the Contract has been placed in jeopardy; or
  - (c) the Buyer ceases or threatens to cease to trade, becomes insolvent or is the subject of insolvency proceedings, makes an arrangement or composition with its creditors, has a receiver and/or administrator appointed over its undertaking or is the subject of any similar or equivalent action or occurrence, or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - (d) there is a change of control of the Buyer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 8.2 Without limiting its other rights and remedies, bioMérieux may suspend provision of the Goods and/or Installation under the Contract or any other contract between bioMérieux and the Buyer with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer becomes subject to any of the events listed in Conditions 8.1(b) or 8.1(c) or bioMérieux reasonably believes that the Buyer is about to become subject to any of them; or
  - (b) the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 8.3 On termination of the Contract for any reason:
- (a) bioMérieux shall be entitled to raise invoices payable by the Buyer for any Goods delivered but not yet invoiced; and
  - (b) the Buyer shall immediately pay to bioMérieux all of bioMérieux's outstanding unpaid invoices and interest.
- 8.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 8.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 9 BUYER'S OBLIGATIONS

- 9.1 The Buyer shall ensure:
- (a) compliance with the storage conditions written on the packaging of the Goods or set forth in the package inserts; and
  - (b) the customs clearance of Goods on time.
- 9.2 The Buyer shall take all measures to ensure that the Goods are used and disposed of in compliance with legal requirements and standards (including relevant traceability rules), including the installation of Instruments and performance analysis. As an expert/a man skilled in the art, the Buyer shall use the Instruments in strict compliance with the recommendations of bioMérieux and shall remain liable for any interpretation and any use of results provided.
- 9.3 bioMérieux will not be liable for any non-compliance with such rules or guidance in relation to the Goods after delivery to the Delivery Point. The Buyer agrees to indemnify bioMérieux against any third party action on the consequences of using non-compliant Goods.

## 10 WARRANTIES

- 10.1 Reagents
- (a) bioMérieux's reagents are intended for in vitro use. bioMérieux



# GENERAL CONDITIONS OF SALE

warrants that reagents shall conform in all material respects to the specifications indicated in the package insert until their expiry date.

- (b) Subject to Condition 10.6, if:
- (i) the Buyer gives notice in writing to the Sales Administration Department of bioMérieux within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Condition 10.1(a); and
  - (ii) bioMérieux is given a reasonable opportunity of examining such Goods; and
  - (iii) the Buyer (only if asked to do so by bioMérieux) returns such Goods to bioMérieux's place of business at bioMérieux's cost,
- bioMérieux shall, at its option, repair or replace the defective Goods, or refund the value of the defective Goods in full.

## 10.2 Instruments

- (a) bioMérieux warrants that, for the period of one year from the Date of Installation, the Instruments shall:
- (i) be free from material defects in material and workmanship; and
  - (ii) conform in all material respects with the user's manual applicable on the Date of Installation.
- (b) Subject to Condition 10.6, bioMérieux agrees to correct, or have corrected by a third party designated by bioMérieux, either by repair or by replacement (at bioMérieux's election), any such defect or non-conformity found on examination to have occurred during such one (1) year warranty period, provided that the Instruments have been:
- (i) used under normal operating conditions; and
  - (ii) maintained in accordance with the instructions provided by bioMérieux such as, but not limited to, written instructions, package insert and user's manuals,
- provided that bioMérieux is promptly notified in writing upon discovery of such defect by the Buyer.
- (c) Disposables and replacement items with a normal life expectancy of less than one (1) year such as, but not limited to, batteries, lamps and tubing are excluded from the warranty set out at Condition 10.2(a).
- (d) The warranty set out at Condition 10.2(a) is valid to the Delivery Point only and will be voided by any transshipment unless bioMérieux materially facilitates the relocation of the Instruments.

## 10.3 Software

- (a) bioMérieux warrants that any Software (other than firmware embedded in an Instrument) will conform in all material respects with the descriptions and specifications in the documentation accompanying such Software for a period of ninety (90) days from the date of delivery.
- (b) The Buyer agrees that Company may invoice the Buyer for any complementary services required due to virus contamination existing in the Buyer's computer hardware.
- (c) Notwithstanding the foregoing, this warranty will not apply to the extent the Software does not conform to and/or function in accordance with the applicable written technical documentation as a result of a defect arising from:
- (i) any revisions or modifications to the Software after its provision to the Buyer other than those made by bioMérieux or any person under the express direction of bioMérieux;
  - (ii) the malfunction of any third-party software or equipment supplied or authorised by the Buyer;
  - (iii) operation of the Software other than in accordance with the applicable documentation or design, or on hardware not recommended, supplied or approved by bioMérieux; or
  - (iv) any defect in the installation environment of the Software.
- (d) The Software shall have been scanned for viruses using commercially available software at the date of delivery. From delivery, it is the Buyer's responsibility to protect its information system against future risks.

10.4 Subject to Condition 10.6, if the Buyer gives notice in writing to the Sales Administration Department of bioMérieux within

a reasonable time of discovery that some or all of the Goods do not comply with the warranties set out in Condition 10.2 and Condition 10.3, bioMérieux may:

- (a) make a remote diagnosis and if possible, correct the deficiency;
- (b) if remote correction is not possible, undertake onsite evaluations will be initiated within three (3) business days, during working days, excluding holidays observed by bioMérieux; and
- (c) if repair cannot be made on the Buyer's site, repair the Instruments at bioMérieux's premises. Transportation costs will be at bioMérieux's expense.

10.5 The Buyer will provide access to bioMérieux, in a timely manner, to any technical support, facilities, hardware, software or information in the Buyer's possession necessary for bioMérieux to complete the work set out in Condition 10.4. bioMérieux will correct such stated deficiencies, at no additional cost to the Buyer.

10.6 bioMérieux shall not be held liable for Goods' failure to comply with the warranties set out in Conditions 10.1, 10.2 and 10.3 in any of the following events:

- (a) the Buyer makes any further use of such Goods after giving notice in accordance with Condition 10.1(b) or Condition 10.4;
- (b) the failure to comply arises because the Buyer failed to follow bioMérieux's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the failure to comply arises as a result of bioMérieux following any drawing, design or specification supplied by the Buyer;
- (d) the Buyer alters or repairs such Goods without the written consent of bioMérieux;
- (e) the failure to comply arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- (g) the failure to comply arises as a result of a Force Majeure Event; or
- (h) the failure to comply arises as a result of any act or omission of the Buyer.

10.7 The Buyer's sole and exclusive remedies in respect of the Goods' failure to comply with the warranties set out in Condition 10.1, Condition 10.2 and Condition 10.3 shall be as provided for in this Condition 10, and bioMérieux shall have no further liability in respect of such failure.

10.8 These Conditions shall apply to any repaired or replacement Goods supplied by bioMérieux, provided that the warranties set out in these Conditions shall apply to such repaired or replacement Goods only for the term of such warranties remaining in respect of the Goods repaired or replaced.

## 11 LIMITATION OF LIABILITY

11.1 Subject to Condition 3 and Condition 10 the following provisions set out the entire financial liability of bioMérieux (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these Conditions;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Any liability of bioMérieux for non-delivery of or damage to any Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

11.3 Subject to Condition 11.4:

- (a) bioMérieux's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to sums paid under the Contract or, at the election of bioMérieux, the repair or replacement of the Goods plus associated freight charges; and

(b) bioMérieux shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case



whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11.4 Nothing in the Contract shall limit or exclude bioMérieux's liability for any matter in respect of which liability cannot be excluded or limited by English law.

11.5 All warranties, conditions and other terms not expressly set out in these conditions in relation to the Goods, including (without limitation):

- (a) those implied by statute or common law; and
- (b) those relating to the performance of the Software, to results linked with its use and to its compatibility with the Buyer's hardware,

are excluded to the fullest extent permitted by law.

## 12 INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights in or arising out of or in connection with the supply of Goods or performance of the Installation shall as between the parties be owned by bioMérieux.

12.2 Software included in the price list is subject to a non-exclusive license agreement. The Buyer may not reproduce, modify nor transfer the Software without bioMérieux's consent.

## 13 WASTE MATERIAL

13.1 Save as expressly agreed by bioMérieux, the Buyer shall be responsible for financing and organising the collection, treatment, recovery and environmentally sound disposal of:

- (a) all WEEE arising or deriving from the Goods; and
- (b) all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Goods and the Goods are or an equivalent type or are fulfilling the same function as that of such products.

13.2 The Buyer shall:

- (a) comply with all additional obligations placed upon the Buyer by the WEEE Regulations by virtue of the Buyer accepting the responsibility set out in Condition 13.1; and
- (b) provide to bioMérieux and bioMérieux's WEEE compliance scheme operator with such data, documents, information and other assistance as bioMérieux and/or such scheme operator may from time to time reasonably require to enable bioMérieux to satisfy the obligations assumed by it as a result of bioMérieux's membership of the operators compliance scheme.

13.3 The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in Condition 13.1. The Buyer agrees that it shall not dispose of any WEEE through municipal waste streams.

## 14 FORCE MAJEURE

bioMérieux reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to any delay in obtaining any necessary export licence or to circumstances beyond the reasonable control of bioMérieux including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to bioMérieux to terminate the Contract.

## 15 PERSONAL DATA PROTECTION

15.1 Client's personal data

Client accepts that identity, address and telephone details of individuals issued from its resources are used by bioMérieux and other entities of the bioMérieux group, in conformity with the provisions of local personal data laws and regulations, in particular those in force in the European Union. Such personal data is for the exclusive use of the bioMérieux group, in order to better address Client's requirements and questions Client. In accordance with applicable laws and regulations, individuals (data subjects) from Client (i) have the right to access, object, modify, rectify, request copy of, transmit to another controller, their personal data, as well as (ii) the right to be forgotten. For these purposes, individuals (data subjects) from Client can contact bioMérieux's global Data Privacy/Protection Officer (privacyofficer@biomerieux.com).

15.2 Patient data

Within the framework of warranty, maintenance or quality control operations on the systems sold by bioMérieux, Client grants access to bioMérieux to Client's patient personal data for the period of time required in order to perform the abovementioned operations. According to applicable laws and regulations and after reception of written instruction from Client, bioMérieux undertakes to set up, from the beginning of the operations, appropriate devices and safety procedures, so as to guarantee the safety, the integrity and the confidentiality of Client's patient data.

15.3 Personal data processor

If bioMérieux elects to subcontract all or part of the processing or of the hosting of Client's personal data or patient personal data, bioMérieux is authorized (i) to engage any other processor without prior specific written authorization from Client as the data controller, except the obligation for bioMérieux to inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client as the data controller the opportunity to object to such changes in accordance with article 28 (2) of the GDPR. and undertakes (ii) to ensure that the aforementioned subcontractors have entered into confidentiality agreements, (iii) to take appropriate measures to ensure the security processing or hosting services, (iv) to only hire sub-contractors, if any, with the prior written consent of Buyer as the data controller and under a written contract, (v) to assist Client as the data controller, in providing data subjects access to their personal data, and allowing data subjects to exercise their personal rights in accordance with the applicable personal data protection laws and regulations, (vi) to assist Client as the data controller, in meeting its own obligations in relation to the security of processing, the notification of personal data breaches, and data protection impact assessment, if any, (vii) to delete or return all personal data to Client as the data controller, as requested, at the end of the agreement with bioMérieux, (viii) to submit to audits or inspections as required and (ix) to cause any subcontractor to immediately notify bioMérieux global Data Privacy/Protection Officer (privacyofficer@biomerieux.com) if it is asked by Client or any other persons to do anything which may infringe upon applicable personal data protection laws and regulations.

## 16 ETHICS AND COMPLIANCE

Buyer represents and warrants that any third party performing on its behalf under the Agreement, including subcontractors, if any, shall not violate in any manner the human rights, fundamental liberties, health and security of people, nor damage the environment, and will comply with the principles set forth in bioMérieux's Charter for Responsible Purchasing updated from time to time on the internet site [www.biomerieux.com/en/sustainable-and-socially-inclusive-purchasing](http://www.biomerieux.com/en/sustainable-and-socially-inclusive-purchasing).

Buyer represents and warrants that itself, as well as any third party performing on its behalf under the Agreement:

- (a) shall comply with all of the "Third-Party Business Principles" updated from time to time on the bioMérieux internet site <http://www.biomerieux.com/en/preventing-corruption>
- (b) shall comply with all applicable anti-corruption laws and regulations, including, but not limited to, the following extra-territorial laws: the French law No. 2016-1691 of December 9, 2016 (so-called "Loi Sapin II"), the United Kingdom Bribery Act, and the United States Foreign Corrupt Practices Act;
- (c) shall not, by action or omission, directly or indirectly, engage in activities that could expose bioMérieux or its affiliates to liability for non-compliance with any commitment set forth under this Section;
- (d) shall notify bioMérieux as soon as it becomes aware of any event that may constitute an infringement or a violation of one of the commitments set forth under this Section;
- (e) has never and shall never, directly or indirectly, pay, promise to pay or authorize the payment, of any monies (such as fees, commissions, or any undue monetary compensation), nor give any valuable item (including, but not limited to, gifts, travels, meals or inappropriate entertainment) (i) to any employee of bioMérieux in order to obtain a commercial advantage, (ii) to any third party (including any national or local official) in order to obtain or retain a business or to allow any third party to obtain or retain same, as well as to obtain an advantage such as a refund for a product;



- (f) shall provide bioMérieux with any and all necessary assistance and documentation in order to enable bioMérieux to respond to any request from a duly empowered authority relating to anticorruption, such as the French Anticorruption Agency and its local equivalents.

Buyer shall grant access to its premises and records to conduct audits aiming at ensuring compliance with the Agreement, and in particular with the provisions of this Section.

In the event of a breach of any of the representations and warranties set forth in this Section, bioMérieux may de jure terminate the Agreement. Furthermore, bioMérieux shall be under no obligation to pay Buyer any monies owed with regard to any transaction within the scope of which a breach of these representations and warranties would have occurred.

## 17 GENERAL

- 17.1 The Buyer shall not assign or transfer the agreement or any of its rights and obligations arising under the Contract to any other party without prior written consent of bioMérieux.
- 17.2 bioMérieux may assign the Contract to a third party.
- 17.3 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax to the registered office of the receiving party or to such other address or by such other means as shall be notified by the receiving party to the other.
- 17.4 Each right or remedy of bioMérieux under the Contract is without prejudice to any other right or remedy of bioMérieux whether under the Contract or not.
- 17.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.6 Failure or delay by bioMérieux in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by bioMérieux of any breach of any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent or other breach.
- 17.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.8 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and, subject to Condition 17.9, the parties submit to the exclusive jurisdiction of the English courts.
- 17.9 [Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society.]

**bioMérieux UK Limited**  
Unit H, Grafton Way, Basingstoke, Hampshire RG22 6HY  
Tel +44 (0) 1256 461881 | [www.biomerieux.co.uk](http://www.biomerieux.co.uk)

These General Conditions of Sale can be found at  
[www.biomerieux.co.uk](http://www.biomerieux.co.uk)

