

GENERAL TERMS AND CONDITIONS OF SALE - EXPORT LDBIO DIAGNOSTICS

LDBIO Diagnostics' general terms and conditions of sale (GTCS) are the unique base of commercial negotiation between LDBIO Diagnostics and the Buyer, concerning the sale of products, services and consumables (designed hereafter the « Products ») provided by LDBIO Diagnostics. They govern all orders placed by the customer and prevail over any purchasing terms and conditions, unless otherwise expressly agreed in writing by LDBIO Diagnostics. Placing an order implies the Buyer's full and unreserved acceptance of these General Terms and Conditions of Sale and a waiver of their own general purchasing terms and conditions, whether the latter appear on orders, acknowledgments of receipt, correspondence, or any other medium.

1 - ORDERS

1.1 Placing an order implies acceptance of our General Terms and Conditions of Sale. These supersede any purchasing terms and conditions, unless otherwise agreed in writing. LDBIO Diagnostics accepts orders only via mail, fax, or email, provided they include a written purchase order number. Telephone orders are accepted on the understanding that a written order confirmation—including an order number—will follow. Please quote the product reference and description when placing your order. Orders should be sent to:

LDBIO DIAGNOSTICS
24 avenue Joannes Masset 69009 LYON - FRANCE
Fax : +33 4 78 83 34 30
Email : order@ldbiodiag.com

1.2 No new orders can be shipped until payment of the amounts due has been received.

1.3 No modification to a product order can be considered without prior written acceptance.

2 - CATALOGUE AND TECHNICAL DATA SHEET

The specifications, photos, and figures presented in our documentation are provided for information purposes only. We reserve the right to modify our products without prior notice as part of our—or our manufacturers'—ongoing research and development programs.

3 - PRICE

Unless otherwise specified, our prices—quoted in euros—are exclusive of taxes, net, and non-binding. The offer's validity period is stated on each quote. Our price quotes are subject to upward or downward revision without prior notice. Similarly, the prices listed in our price list are indicative and subject to change without notice.

The following flat-rate surcharges apply cumulatively:

Transportation costs	EU: Amount less than 600€ HT	40€ HT
	EU: Amount greater than 600€ HT	Carriage paid
	For outside EU shipments	To be discussed

4 – PAYMENT TERMS

Unless otherwise agreed in advance, all our invoices are payable in full upon receipt; any invoice remaining unpaid by the due date will incur late-payment interest and a fixed indemnity for recovery costs. In accordance with Article L. 441-6 of the Commercial Code, late-payment penalties apply if payment is not made by the day following the due date shown on the invoice. These penalties are payable without the need for a formal reminder. The penalty rate is 15% per annum. Also provided for under Article L. 441-6 of the French Commercial Code, the fixed indemnity for recovery costs is automatically due in the event of late payment.

5 - SHIPPING – DELIVERY

5.1 LDBIO Diagnostics undertakes to supply the customer with the Products specified in the order as accepted by LDBIO Diagnostics. The Products shall be subject to one or more deliveries in accordance with the terms and conditions set out in the order accepted by LDBIO Diagnostics.

5.2 Our goods always travel at the recipient's risk. Delivery times are provided for information purposes only. Such timeframes are not binding, and LDBIO Diagnostics shall not be held liable to the Buyer for any delay in delivery, nor shall such a delay constitute grounds for cancelling the order.

5.3 Any return of goods requires the written agreement of LDBIO Diagnostics. In the event of damage during transport, the Buyer must address the matter with the carrier—copying LDBIO Diagnostics—and immediately note reservations on the carrier's delivery receipt, subsequently confirming this via registered letter with acknowledgment of receipt within 48 hours.

5.4 LDBIO Diagnostics' contractual obligations are automatically suspended—without the need for any formality—and the company is released from liability in the event of force majeure or any circumstances beyond its control that arise after the conclusion of the contract and prevent performance under normal conditions.

5.5 Unless the Incoterm has been discussed beforehand, our shipments are made under DAP (Delivered At Place) terms.

6 - RETENTION OF TITLE

Delivered goods remain our property until full payment of the price, including principal and interest. Automated units made available to our customers along with our Products also remain our property.

7 – TRACEABILITY

7.1 The Products sold by LDBIO Diagnostics have technical characteristics that require compliance with traceability rules. Consequently, LDBIO Diagnostics reserves the right to sell the Products exclusively to authorized professionals.

7.2 The Buyer undertakes to use the Products exclusively for its own needs and agrees not to resell them to a third party, except with the prior and express agreement of LDBIO Diagnostics. The Buyer undertakes to comply with all traceability rules applicable to the Products it orders or uses. LDBIO Diagnostics shall not be held liable for any failure to comply with these rules beyond the place of delivery specified by the Buyer at the time of the order.

8 - CLAIMS

8.1 Any logistical claim must be communicated to the LDBIO Diagnostics Sales Department (order@ldbiodiag.com) within 8 business days of the date of receipt of the Products.

8.2 In the event of an error in the order submitted by the Buyer, the Products shall remain payable by the Buyer.

8.3 Any technical complaint must be communicated to LDBIO Diagnostics' customer service department (sav@ldbiodiag.com). No Product returns are accepted without the prior agreement of LDBIO Diagnostics, which may, at its sole discretion, decide to replace them.

9 – RESPONSIBILITY

9.1 The Buyer, acting as an *in vitro* diagnostic professional, shall take all necessary measures to ensure that the Products are used in compliance with applicable legal requirements and standards, particularly regarding product installation and the performance of analyses. As a qualified professional, the Buyer shall not only use the Products in strict accordance with LDBIO Diagnostics' recommendations but shall also remain responsible for the interpretation and use of the results provided. The Buyer shall indemnify LDBIO Diagnostics against any third-party claims arising from the consequences of any use of the Products that does not comply with these terms. The Buyer is responsible for the integrity of the product until it is made available to LDBIO Diagnostics. Any costs incurred or losses suffered due to the Buyer's negligence and/or any failure to fulfill the obligations shall give rise to compensation payable to LDBIO Diagnostics.

9.2 LDBIO Diagnostics' liability for any loss of or damage to a product owned by the client or LDBIO Diagnostics, arising from any cause whatsoever—including its own negligence—shall in no event exceed the sale price of the Products that are the subject of the claim or that caused the loss or damage. Alternatively, at LDBIO Diagnostics' discretion, the Products in question may be repaired or replaced, with shipping costs covered. LDBIO Diagnostics shall not be held liable for any indirect, intangible, or incidental damages, whether the claim is based on contract, tort, or any other legal theory.

10 - PENALTY CLAUSE

Any recovery through legal proceedings shall automatically entail, at the buyer's expense, an indemnity set—by way of a penalty clause—at 25% of the amount of invoices unpaid at their due date.

Any claims made pursuant to Article 700 of the French New Code of Civil Procedure (N.C.P.C.) shall be in addition to this amount.

14 - OTHER CONDITIONS OF SALE

Some LDBIO Diagnostics products are intended for Research Use Only (RUO). The information contained in our catalog and technical data sheets is considered accurate. However, the ultimate conditions of use for our products are beyond LDBIO Diagnostics' control; therefore, the company cannot be held liable for any issues arising from the use of these products.

15 - JURISDICTION

In the event of a dispute, the courts having jurisdiction over LDBIO Diagnostics' registered office shall have exclusive jurisdiction. To be valid, any claim must be submitted in writing within eight days of receipt of the goods.