

Article 1 – Application

Unless there is an explicit deviation agreed upon in writing, the present general terms and conditions apply to every DIAsource offer as well as every contract that is formed on the basis of such an offer or an order confirmed by DIAsource. The client waives explicitly and fully the application of its own general terms and conditions by virtue of its relationship with DIAsource. Contracts that have been concluded through the staff or representatives of DIAsource and that do not observe these general terms and conditions do not bind DIAsource.

Article 2 – Conclusion of the contract

An offer from DIAsource is only binding if it is accompanied by a period of acceptance and only if this period has not yet expired. A client's order can only be considered accepted by DIAsource after DIAsource's express written confirmation of that acceptance.

As any order has its own specific characteristics and, therefore, the products ordered by one client cannot be redirected to another client, the client cannot cancel an accepted order whether in full or in part. If the client would cancel an accepted order, it will still have to pay the full price of the relevant order.

DIAsource reserves the right to (i) refuse requests for customized orders, or requests for modifications of accepted orders; and/or to (ii) charge such modifications or customizations to the client at the then-prevailing actual cost, with a minimum of 25 EUR (excl. VAT).

Without prejudice to the third paragraph of this article 2, an administrative fee of 25 EUR (excl. VAT) will be charged by DIAsource for any order with a value of less than 500 EUR (excl. VAT).

Article 3 – Price and related costs

Unless agreed otherwise in writing, all of DIAsource's set prices apply to packaged products that are delivered Ex Works (in the sense of Incoterms 2010) to the registered seat of DIAsource.

The following, on top of the stipulated price, are to be paid by the client, unless there is any explicit written deviation from this rule:

- i. All costs of insurance, security, loading, transport, and unpacking of the products.
- ii. All taxes and levies (including VAT and customs duties) related to the delivered products or the items mentioned under (i), including the taxes and levies that are applied or adapted only after the conclusion of the contract.
- iii. All additional costs for DIAsource that have been incurred as a result of differences in the currency exchange rates that are detrimental to DIAsource.

Every cost that is charged for execution of payments must always be borne by the client ultimately.

Article 4 – Payment

Unless agreed on otherwise, (i) if DIAsource sends a pro forma invoice to the client, such pro forma invoice must be paid before the confirmed shipment date and (ii) if DIAsource does not send a pro forma invoice to the client, all invoices should be paid upon receipt. The payment of a (pro forma) invoice may not be refused or postponed for any reason whatsoever. Any late payment will make all debts of the client to DIAsource immediately due upon notification to that effect by DIAsource.

An interest on late payment will be charged—*ex officio* and without notice—on the unpaid balance of all debts of the client to DIAsource which are due and payable, and the rate of it will be equal to the interest rate calculated according to Article 5, paragraph 2 of the Act of 2 August 2002 on combating late payments in commercial transactions, increased by 3.5% per year. On top of this, a compensation of 15% of the unpaid balance will be charged to cover the administrative costs associated with late payments, and this at a minimum of EUR 100 per invoice that is paid late. All of this is without prejudice to (i) the possibility for DIAsource to prove the actual damage it suffered and to demand compensation for it, or (ii) the possibility for DIAsource to suspend the further performance of its obligations under this or any other contract with the client, or apply any other common law sanction.

Article 5 – Reservation of ownership – transfer of risk

The ownership of every sold product only passes to the client after the client has fully paid the price and related costs for this product, as well as the late interest and compensation that would be due by virtue of late payment of this price. Before full payment is made, and unless explicitly agreed otherwise in writing, the client may not alienate the product, encumber it with securities, or transform it or attach it to an immovable property in any way; in that time span, the client will conserve the product safely and have it insured; it will also conserve it in a way it can be identified individually, with a legible and visible mark on it, explicitly confirming that it is property of DIAsource. The risk of loss, destruction, or damage to the product (also if caused by force majeure) will nevertheless pass to the client as soon as the product is delivered to the client.

Article 6 – Delivery Period

Every agreed upon delivery term is only (and is to be considered) indicative. Not observing this term does not entitle the client to any remedy, unless the parties agree explicitly in writing that the delivery term is binding (in that event, not observing the delivery term can only give way to indemnification for the damage that is actual, proven, and established in such a way that both parties are able to submit observations, or to the termination of the sale, any of which can only be sought at the earliest 1 month from the date of a notice demanding delivery).

Article 7 – Hardship

If, beyond the will of DIAsource, unforeseen circumstances (e.g., strike, accidents, weather conditions, material defects, etc.) materialize in the procurement-, production-, distribution- or any other necessary type of process that make the delivery or timely delivery or the performance of any other obligation impossible (or strongly impede this), then DIAsource, depending on the nature of the circumstances, has the right to terminate the contract or suspend the performance of its obligations. DIAsource will not incur any liability if this occurs.

Article 8 – Complaints

Complaints regarding visible defects or non-conformity are only admissible if (i) the product has not been used yet, and (ii) the complaint is in writing and is sent to the commercial services department of DIAsource in Louvain-La-Neuve no later than 3 working days from the date of delivery. After that, the products will irrefutably be considered accepted.

Following complaints are also non-receivable: anonymous complaints, claims related to results dating more than a year before the introduction of the same complaint, complaints linked to a "mistake" of the customer ("ex: mishandling, error in following the protocol, etc.), claims related to facts that are not within the competence of DIAsource (ex. damages during transportation), claims relating to a failure to provide information by the client, claims related to a subjective nature of the said claim. For complaints that are visibly occurred during transportation, they will be accepted and treated by the freight carrier only if the damaged is declared upon receipt of the goods (you must add a note on the delivery receipt). Without this the goods will be considered as delivered without any damage, and no complaint will be accepted.

Article 9 – Liability / Security

DIAsource will only be liable for hidden defects if the client notifies DIAsource thereof by registered letter within 7 business days after such hidden defects are discovered by the client. This term is to be considered a term unable to be suspended or reset. In that event, the client will not be entitled to claim the dissolution of the sale of the relevant product, and DIAsource will only be liable for (i) the decrease in value of the product, and, to the extent DIAsource can be held liable for it, and (ii) the additional damage suffered by the client, it being understood that the client bears the burden of proof. This indemnity (i & ii) will in any event be limited to the price paid by the client for the relevant product.

The client must conform strictly with the directives regarding the good distribution practices (GDP) applicable to medical devices marked 'CE'. The client must use the products in a professional way and in accordance with the instructions of DIAsource. The client must inform DIAsource immediately of any dysfunction or any alteration of the properties and/or performances of the product he has bought from DIAsource.

If the products are resold by the client to a third party outside of Belgium, the client must provide all documents and necessary instructions to that third party in the language(s) of the country of destination.

DIAsource must only accept returned goods to the extent that they are the subject of a complaint which DIAsource has declared admissible and well-founded.

Article 10 – Netting in case of insolvency of the client

In case the client is declared bankrupt, or in case any other insolvency or insolvency-like procedure is initiated in respect of the client, any amounts reciprocally due by and between DIAsource and the client shall be netted automatically and by force of law on the date of the opening of the insolvency procedure, regardless of whether such amounts are already due or determined on the date of the opening of the insolvency procedure, and even if they are not entirely certain.

Article 11 – No assignment

The client may not assign its rights and obligations against DIAsource to any third party (through a sale, a capital contribution, a donation or any other transaction, including the sale or contribution of a division or of a business as a whole, or a merger, spin-off, split-up or other corporate restructuring) without the prior written consent of DIAsource.

Article 12 – Applicable law and competent court

Belgian law applies to all agreements to which the present general terms and conditions apply, but with the exclusion of the application of Belgian private international law and the Convention on the International Sale of Goods of Vienna dated 11 April 1980 (except for the Convention on the Limitation Period in the International Sale of Goods of 14 June 1974, whose application remains).

The courts of Walloon Brabant, Belgium are exclusively competent to hear all disputes arising out of or in connection with contracts concluded by DIAsource (including the pre-contractual disputes) to which the present general terms and conditions apply.

Article 13 – Discrepancies between language versions

The present general terms and conditions have been drafted in Dutch, English, French and Spanish. In case of discrepancies between the different language versions, the French version will prevail.

Article 14 - GDPR & Privacy policy

DIAsource is compliant to the General Data Protection Regulation. Our policy for privacy and data protection is available on our website www.diasource-diagnostics.com. Any questions can be sent to: GDPR@diasource.be