

# ALPHA MOS TERMS AND CONDITIONS OF SALE IN USA – ANALYTICAL SERVICES

1. **Area of application – enforceability** The present General Terms and Conditions of Sales (hereafter referred to as « TCS »), govern the contractual relationships (hereafter « the Contract ») between our company hereafter identified in the Offer (as defined in article 2 below), hereafter referred to as « The Supplier » and its customers, referred to as « the Customer », together referred to as « the Parties », in connection with the providing of analytical testing services (hereafter « the Analysis »).

By signing the Quote established by the Supplier, or by ordering referencing to such a Quote, the Customer accepts these TCS, with eventual specific conditions stated in the Quote, constitute the contract between the parties, to the exclusion of all other provision contained in any other document, unless otherwise negotiated and stated in a specific written contract.

Any exception to the present TCS will have to be mentioned in the "Quote" (as it is defined below) or be reported in a written document signed by a person duly entitled to represent the Supplier. Should this not be the case, any provision of any kind as proposed by the Customer, at whatever moment and under whichever form, that would deviate from the present TCS will be rejected and considered void.

2. **Orders** Any Analysis or any order of product generates the issuing of a written offer by the Supplier (hereafter referred to as « the Quote » or « the Offer») either on paper (fax or courier), or on an electronic support, to which are attached the present TCS. The Offer being accepted by the Customer, entailing acceptance of the present TCS, returned on paper or electronic support, trigger conclusion of the Order. The Offer specifies for how long it will be valid.

Any ordering triggers full acceptance without exception to the present TCS. The Offer completes or may modify the present TCS and represents as such the conditions applicable to the Contract. The execution of the Analysis can only start, after the receipt by the Supplier of the Offer accepted, if the Supplier has received the samples that have to be analyzed as well as the full set of information identified in the Offer.

Any additional service requested by the Customer on samples received by the Supplier will generate a new Offer and will be treated as a new Order that may also trigger new execution terms.

3. **Prices and terms of payment** Unless expressly agreed otherwise in writing, the Customer shall make payments according to the Supplier's schedule of prices and services which the Customer may request from the Supplier at any time. The Customer shall be entitled to offset or to claim retainer rights only to the extent to which his counterclaim is acknowledged, undisputed or assessed in a legally binding judgment.

4. **Duties of customer in delivering samples or materials** The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. The Supplier is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. In case of poor quality or quantity of the sample, the Supplier can refuse to execute the service provision. The Customer duly informed could proceed to the transmission of a new sample or a complementary sample. It is the Customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation, and disposal and to inform the Supplier personnel or representatives about sample health and safety concerns, including any known or suspected toxic. If it concerns a clinical study, the Customer certifies that the samples have been collected in the context of this study and that it obtained the patients' consent.

5. **Property rights on sample material** The Customer keeps the ownership of the samples. The Customer authorizes the Supplier to use free of charge the samples to carry out the analysis, and will state in its order whether, after analysis, the sample has to be returned, destroyed or kept in stock in such a case the duration of the stock has to be fixed), the Customer fully bear the cost of such choice.

Unless on specific request included in the Offer (return of the samples at the expense of the Customer, etc.) the samples will be conserved for 3 months starting from the date of reception of the analysis results by the Customer, then destroyed.

Should the samples be returned by the Supplier, all transport, insurance, and packaging costs will be paid by the Customer (to include in the Quote if possible). The Company will not be liable in case of deterioration of the sample during transport.

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6. **Delivery dates, turnaround time** Delivery dates and turnaround times are stated in the Offer. In case where the realization of the service assessment requires material or non-material elements, in the Customer's possession and that have to be forwarded to the Supplier, the application of the deadlines expressed in the Quote only start from the reception of these elements by the Supplier.

Results are generally sent via other electronic means, to the attention of the people indicated by the customer in the order, promptly after the analysis is completed.

7. **Force Majeure** The supplier shall not be held liable for delays, errors, damages, or other problems caused by events or circumstances which are unforeseen or beyond the Supplier reasonable control, or which result from compliance with governmental requests, laws and regulations.

8. **Transfer of property** The transfer of property and the right of use of our work, analysis report and products shall be subject to prior full payment.

9. **Limited warranties and responsibilities** The Supplier guarantees to the Customer that the Service is carried out in accordance with the specifications stated in the Quote. For the realization of the Service, the Supplier is held by an obligation of means.

A preliminary analysis report and/or an extract of report would be given upon demand from the Customer. However, considering that it does not include all the requested analysis, the report shall not involve the legal responsibility of the Supplier.

The Customer is responsible for the proper delivery of samples sent to the Supplier for analyses. Unless otherwise specifically agreed in writing by the Supplier, the Supplier accepts no responsibility for any loss or damage, which may occur to any sample in transit. The Customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of the Supplier. Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the Customer and the Supplier. There shall be no third-party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold the Supplier harmless from and against any and all third-party claims in any way relating to the customer or to the order by the customer.

The Supplier (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all The Company's partners and affiliates), shall be liable only in presence of a proven direct and immediate damage caused by the Supplier's misconduct in connection with the performance of an order and then, only if the Supplier has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim.

The Supplier Indemnifying Parties shall not be liable for any indirect, direct, or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

10. **Confidentiality** Confidentiality is described in a separate business non-disclosure agreement (NDA), signed prior to the quote issuing.

In general terms and when an NDA has not been signed, the Supplier commits to keep the analysis report confidential and will not be allowed to use it or to divulge it to any third party for any reason whatsoever, except with explicit written agreement of the Customer or with a view to proving the execution of the work and obtain related compensation, or upon request of a competent administrative authority or to execute a court decision. The Supplier commits to keeping confidential all technical, commercial, financial, or other information that would be communicated to it in the setting of the execution of the analysis and identified as being confidential by the Customer. The Customer commits to keep confidential all technical, commercial, financial, or other information it may be aware of in the setting of the execution of the analysis by the Supplier, as well as on the composition of products and software delivered by the Supplier.

11. **Applicable law and jurisdiction; personal data**

The legal relationship between the Supplier and the Customer shall be governed by the laws of the United States of America as applicable between domestic parties.