

## TERMS AND CONDITIONS

Unless otherwise stipulated and expressly accepted in writing by HalioDx, the products and services provided by HalioDx are subject to the following terms and conditions ("Terms and Conditions").

Any Client which orders a Product declares that it has read and fully accepted the General Terms and Conditions. Terms and Conditions may be redefined without prior notice by HalioDx. Updated Terms and Conditions will then supersede this current one. It is the responsibility of each Client to obtain knowledge of the Terms and Conditions.

### 1. GENERAL

For the purposes of the interpretation of the Terms and Conditions, the following terms shall have the following meanings:

Client: any entity ordering a Product to HalioDx.

Contract: all the applicable contractual documents governing the relationship, rights and obligations between HalioDx and the Client such as, the Terms and Conditions, the Offer. Any other document, especially commercial brochures and catalogues, are considered as having only an indicative value and are not contractual binding documents.

Party/Parties: the Client or HalioDx (each as Party) or both (Parties).

Product(s): any product and services sold by HalioDx.

Offer: a written financial quotation sent by HalioDx to the Client describing the Products and indicating at which price they will be provided.

### 2. ORDERS

All orders for Product(s) should be made by returning to HalioDx the Offer duly executed by the Client.

### 3. PRICES

The Product(s) shall be provided by HalioDx at the price communicated to the Client in the Offer. The Offer is valid until the date of validity indicated in the Offer.

Prices might be reviewed at any time by HalioDx. New prices shall be applicable after the validity period of the Offer.

Except if otherwise agreed between the Parties and clearly mentioned in the Offer, the prices in the Offer are understood in Euro and exclude local taxes and duties that might be due by the Client in its Territory and do not include eventual sample shipping and handling costs.

### 4. COMMERCIAL INVOICE & PAYMENT TERMS

An invoice will be issued by HalioDx each time a Product is provided or according to the payment schedule and conditions approved in the Offer.

Unless otherwise stipulated in the Offer, payment terms of invoices is within thirty (30) days from the date of invoice by bank transfer to HalioDx bank account which appears on each invoice.

Any amount unpaid on the due date will, without any prior formal notice, result in the assessment of interest payments equal to three times the legal interest rate in force at the due date. This interest will accumulate from the due date to the date of payment. HalioDx is also entitled to apply the payment of an indemnity for recovery costs of forty euros (40€). Where the invoices are paid by the Client before the due date, such early payment shall not entitle the Client to a discount on the price of the Products.

Where the Client does not respect the payment terms of any invoice, HalioDx reserves the right to suspend or cancel any order of Product in progress for the Client and/or to block any new order for a Product from the Client.

### 5. INTELLECTUAL PROPERTY & LICENSES

HalioDx provides proprietary and protected Products. HalioDx shall own and retain all intellectual property rights owned or controlled by HalioDx ("HalioDx IP") and any intellectual property right resulting from the performance of a service by HalioDx specifically related to HalioDx IP (including particularly improvements, processes, know-how related to HalioDx proprietary assays).

No general patent or other license of any kind other than this specific right of use from purchase is granted hereby.

HalioDx Products may not be resold, modified for resale, used for commercial services or used to manufacture commercial products without prior written approval from HalioDx.

Subject to these Terms and Conditions and/or Contract, HalioDx hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to use any software or firmware provided as part of the Product(s), if any, only in accordance with the manuals and written instructions provided by HalioDx and only as part of the Product and not on a stand-alone basis.

### 6. PERFORMANCE

The Client undertakes to strictly respect the Contract and any manual and/or HalioDx written instructions related to the Contract performance. HalioDx shall not be held responsible for any damage caused as a result of the Client's failure to comply with HalioDx instructions.

HalioDx shall use commercially reasonable effort to deliver the Product(s) to the Client in accordance with (i) the Contract and (ii) the French regulations accepted by the profession. HalioDx shall not be held responsible for non-fulfilment or delayed fulfilment of the terms and obligations relative to the Contract, if such failure or delay is due to the Client failure or delay in its obligations.

#### **7. FORCE MAJEURE**

Neither Party shall be responsible for the non-fulfilment or delayed fulfilment of the terms and obligations relative to the Contract in the case of Force Majeure.

Force Majeure includes any cause beyond the control of a Party including (without limitation) strikes, industrial action, floods, fires, accident, earthquake, riot, explosion, war, hostility, acts of government, military, civil or regulatory authority, change in any law or regulation, disruption or interruption to the supply of communications, internet, power or other utility, etc.

The Party affected by a Force Majeure event shall notify the other Party as soon as practicable of any anticipated delay or impact on the delivery of the Product. The performance of the affected Party's obligations under this Contract will be suspended for the period of the delay, and any deadlines will be extended accordingly.

#### **8. LIABILITY**

Subject to the applicable obligatory legal provisions, the Parties expressly agree that HalioDx's liability shall be strictly limited to the price of the offending Product(s). In any case, the total financial consequences resulting from HalioDx's liability in the context of the Contract shall not exceed the price of the Product(s) as indicated in the corresponding Offer.

#### **9. APPLICABLE LAW – SETTLEMENT OF DISPUTES**

This Contract shall be construed and interpreted in accordance with the laws of France, without giving effect to conflict of law provisions. If no amicable agreement within one month, notwithstanding any other provision under this Contract, the Parties to this Contract submit to the exclusive jurisdiction of the French courts.

#### **10. USAGE OF CUSTOMER DATAS**

HalioDx will use information like first name, surname, email adress of their Clients to do direct marketing, emails, E-newsletters, phone calls in order to market HalioDx's products and services. Moreover, these information will be used internally by HalioDx to improve customer experience, our website, marketing, sales and social media efforts. As HalioDx Clients, personal data are stored in HalioDx database system as long as HalioDx need them to provide Clients with requested products and/or service(s). At the end of the customer relationship, Client's personal data will be kept in HalioDx database system as a contact and Clients subscription to the newsletter or email services will remain active as long as Clients do not unsubscribe. For further information on HalioDx Privacy Policy, Clients can go to HalioDx website <http://www.haliodx.com/privacy-policy/> or contact HalioDx Data Protection Officer at this address: [privacy@haliodx.com](mailto:privacy@haliodx.com)