

OPERON Brand Name Product

Protein: Human t-TG (tissue transglutaminase)

Product Reference:	Product Name:
210005050000	rAg tTG, 0.50 mg/vial

Protein: Trypanosoma cruzi MACH

Product Reference:	Product Name:
210205050000	rAg T. Cruzi MACH lyophilized, 0.50 mg/vial
210202550000	rAg T. Cruzi MACH lyophilized, 0.25 mg/vial

Protein: Trypanosoma cruzi 1F8

Product Reference:	Product Name:
210305050000	rAg T. Cruzi 1F8 lyophilized, 0.50 mg/vial
210302550000	rAg T. Cruzi 1F8 lyophilized, 0.25 mg/vial

Protein: HIV-1 gp41

Product Reference:	Product Name:
210410100000	rAg HIV-1 gp41, 5 mg/vial
210410000000	rAg HIV-1 gp41, 1 mg/vial
210410200000	rAg HIV-1 gp41, 10 mg/vial
210402500000	rAg HIV-1 gp41, 0.25 mg/vial

Protein: HIV-2 gp36

Product Reference:	Product Name:
210510100000	rAg HIV-2 gp36, 5 mg/vial
210510000000	rAg HIV-2 gp36, 1 mg/vial
210502500000	rAg HIV-2 gp36, 0.25 mg/vial

1. DEFINITIONS

- 1.1 "Confidential Information" shall mean any and all information that has been disclosed or will be disclosed by OPERON to Customer/Distributor, either directly or indirectly including, without limitation, any and all financial, commercial, advertising, scientific and technical information and documentation thereto on the Product and their respective businesses, all existing inventions, discoveries, improvements as well as technology, practices, methods, processes, materials, ideas, formula, know how, Product samples, compositions, drawings, diagrams, computer programs, studies, work in process, visual demonstrations, concepts and any other proprietary information in any form, whether furnished in written form, orally, graphic or electronic form or otherwise; all information concerning the Parties' products or businesses including, but not limited to its customers, subcontractors, financial condition and activities.
- 1.2 "Customer" shall mean anyone purchasing the Products.
- 1.3 "Distributor" shall mean anyone purchasing the Products for reselling.
- 1.4 "Intellectual Property Rights" shall include but not be limited to proprietary rights, know-how, software, trademarks, slogans, translations, utility models, trade names, domain-names, designs, models and any application thereof as well as copyrights and related rights, trade secrets and confidential information.
- 1.5 "Product" or "Products" shall mean OPERON's raw materials (monoclonal antibodies and recombinant antigens), Immunochromatography-rapid tests, ELISA, molecular diagnostics and other customized products as described in OPERON's offers.

2. ACCEPTANCE

- 2.1 These Standard Terms and Conditions of Sale (T&C) shall apply, unless other specific terms are expressly agreed on in writing, to all offers and sales made by OPERON, S.A., with corporate address at Camino del Plano 19. 50410 Cuarte de Huerva (Zaragoza, Spain), with Spanish VAT number ES-A-50029404 (hereinafter, "OPERON").
- 2.2 Specific terms and conditions agreed upon for a particular order shall not bind OPERON for future orders.
- 2.3 A purchase order submitted to OPERON or the reception of Products supplied by the latter implies express acceptance of these T&C, upon which only specific selling terms agreed upon by OPERON and Customer/Distributor on a case by case basis, will prevail.

3. OFFERS

- Unless expressly stated otherwise in a specific offer, OPERON's offers shall be valid for a thirty (30) calendar day term as from the day in which they were communicated to Customer/Distributor, after which they will not bind OPERON.

4. PRODUCT DISCONTINUATION AND MODIFICATION

- 4.1 OPERON shall be entitled at any time to discontinue the production or distribution of the Products or to modify their specifications, design of packaging, by giving Distributor a two (2) month prior written notice.
- 4.2 Customer/Distributor shall not modify the Products in any way without OPERON's prior written consent.

5. PRICES

- 5.1 Unless otherwise established in writing, prices set forth in OPERON's price lists and offers shall be deemed as expressed in Euro currency and shall be considered FCA Seller's premises in Cuarte de Huerva -Zaragoza, Spain- Incoterms® 2010.
- 5.2 OPERON shall be entitled to modify its price list at any time without prior notice and therefore, Customer/Distributor undertakes to ask for an offer for every order.
- 5.3 A price list disclosed by OPERON supersedes and makes unenforceable any preceding one as from the date of its coming into force. The valid price list shall be the one in force at the time of placing an order.
- 5.4 Unless a different provision is included in OPERON's offer, prices do not include the cost of obtaining any technical certificate required by any authority to distribute the Products in the country of destination, nor any document requested for customs clearance;

6. PAYMENT

- 6.1 Unless otherwise expressly agreed upon in writing, payment terms shall be a down payment for the full amount of the order.
- 6.2 Any deferred payment shall be conditioned to the commercial insurance cover by OPERON's underwriters; should said insurance cover be not available at any time, a down payment for the total amount of the invoice shall be requested, unless an on demand bank guarantee or an irrevocable letter of credit covering the deferred payment be provided to OPERON.
- 6.3 Any payment delay will increase the debt with the delay interest foreseen under Spanish Act 3/2004 of 29th December, at the then current interest rate.
- 6.4 Any costs and expenses borne by OPERON to collect payments due and accrued shall be reimbursed by Customer/Distributor.

7. RETENTION OF TITLE

- OPERON shall retain title to the Products until complete payment has been accomplished by Customer/Distributor and shall therefore be entitled to exercise any action to protect its rights, even if Products have been processed or are in the possession of any third party.

8. ORDERS

- 8.1 Customer/Distributor shall place its orders in writing, which shall be confirmed by OPERON within the five (5) working day period.
- 8.2 OPERON may reject or cancel any pending order, whenever there are pending payments from Distributor.
- 8.3 Orders cannot be cancelled after shipment of Products. Neither can they be cancelled in case of non-stock Products, nor after the start of the raw materials supply or the manufacturing processes.
- 8.4 Customer/Distributor shall check with OPERON the existence of minimum shipments for any given Product.

9. DELIVERY

- 9.1 Unless expressly agreed otherwise, delivery terms shall be FCA Seller's premises in Cuarte de Huerva -Zaragoza, Spain- Incoterms® 2010. Should Customer/Distributor be interested in any other delivery term, it shall inform OPERON thereof at the time of placing its order, in order for OPERON to submit a new quotation.
- 9.2 The Incoterms rule expressed in OPERON's offer shall not be waived by the fact that Products are sent to Customer or Distributor with shipping costs prepaid by OPERON at Customer's prior request. OPERON's invoice shall break down any shipping or extra costs prepaid, taking into account that OPERON shall not assume any liability concerning customs clearance requirements in the country of destination.
- 9.3 Delivery time shall be the one disclosed in OPERON's offer and shall start running the day after full payment is made by Customer or, should any credit be granted by OPERON, the day after a downpayment is made by Customer in the amount agreed upon with OPERON.
- 9.4 Under no circumstance shall OPERON assume any liability arising out of the carrier's or any third party's failure.
- 9.5 OPERON shall inform Customer/Distributor as soon as possible about any circumstance beyond its responsibility and preventing the agreed delivery time from being met, stating the reasons of the delay, in which case Customer/Distributor shall agree on the possibility of accepting partial shipments or on a new delivery time, which shall not imply Customer/Distributor's right to cancel the order or to claim for any compensation.
- 9.6 Transshipments and partial shipments will always be allowed.
- 9.7 On taking delivery, Customer/Distributor must: (i) Check that the package contains all items in the packing list; (ii) Check that there are no damaged goods, or, if any damage is suspected, write a warning on the delivery note; (iii) Unpack immediately and if a damage is discovered when unpacking, leave the goods untouched until the carrier's agent examines the goods and note on the inventory list the damaged goods before signing any document; (iv) thoroughly inspect the entire Product for evidence of damage caused during transit and, if discovered, make a claim against the carrier and notify OPERON immediately; (v) Check that any document that should be accompanying the Products are enclosed.

10. WARRANTY

- 10.1 OPERON warrants that the Products conform to the Specifications contained in its offers and that they are free from manufacturing defects, during the term before the expiry date printed on the packing (the "Warranty").
- 10.2 During the warranty period OPERON shall, upon written notice from Customer/Distributor/Distributor, repair or replace any non-conforming Product, at its own criteria, provided that OPERON may be held responsible for such non-conformity.
- 10.3 Distributor shall be responsible towards Customer/Distributors for any warranty provided in excess of the warranty provisions set forth in this Section and shall therefore hold OPERON harmless for any unauthorized warranty provided.
- 10.4 To the extent permitted by law OPERON's liability under the warranty is limited to a global amount of three hundred thousand Euro (300,000.00 €) for personal injury and material damages.
- 10.5 Distributor shall promptly inform OPERON of any claim received on the Products in the Territory. OPERON shall provide support to Distributor to handle such claim. In case of serious complaints, Distributor shall inform OPERON within the twenty-four hour (24) hour term.

11. LIABILITY WAIVER

- 11.1 OPERON's warranty does not apply to non-conformities, defects, personal injuries or death resulting from:
- (a) Improper storage or use;
 - (b) Parts or components not supplied by OPERON;
 - (c) Unauthorized modification or misuse;
 - (d) Operation outside of the published environmental specifications for the Products;
 - (e) Damaged materials or parts as a result of normal wear and tear;
 - (f) Non-conformities or defects which are proved to have been caused by actions or negligence committed after the Products were delivered to the first carrier;
- 11.2 Under no circumstance shall OPERON be liable for indirect or consequential damages caused by the Products, including but not limited to Customer/Distributor/Distributor's loss of profit due to a product liability case.

12. PRODUCT REGISTRATION

- OPERON does not warrant that the Products are registered for distribution in any given country, so it is the Distributor's responsibility to check whether the Products can be imported and resold in the intended country of destination.

13. INTELLECTUAL PROPERTY

- Any Intellectual Property Right and any application thereof currently protecting the Products or which may protect them in the future, including future modifications, extensions or improvements, are the property of OPERON and shall remain as such.

14. CONFIDENTIALITY

- 14.1 Distributor agrees to hold all Confidential Information in confidence and not to, directly or indirectly, disclose, use, copy, publish or summarize any Confidential Information, except to its employees or collaborators dealing with Product distribution, which are informed of the confidential nature of such information and directed to preserve them in confidence. Distributor shall adopt all reasonable measure to ascertain that its employees having access to any Confidential Information treat it as such, preventing them from using it in their own benefit and from assigning it to third parties, either in consideration for remuneration or for free.
- 14.2 Distributor agrees that any Confidential Information disclosed by OPERON shall be used solely for the purposes of distributing the Products in the Territory, and that said Confidential Information shall be kept in the strictest confidence even after termination of this Agreement, as long as such information doesn't become public knowledge by a breach of this confidentiality commitment.

15. APPLICABLE LAW AND DISPUTE SETTLEMENT

- 15.1 These T&C shall be construed according to and governed by the Laws of the Kingdom of Spain.
- 15.2 Any dispute or claim arising out of the interpretation or execution of these T&C shall be definitively settled by arbitration, to the exclusion of any other jurisdiction to which the Parties may be entitled to, in accordance with the rules of the International Chamber of Commerce, which shall appoint one arbitrator and shall govern the arbitration procedure according to its By-laws and Arbitration Regulations. The place of arbitration shall be Paris and the language of arbitration shall be the one used by the Parties in their negotiations. The parties hereto expressly agree to fulfill the arbitration award in good faith.