

OPERON Brand Name Product

For the detection of Norovirus in stool samples

Product Reference:	Product Name:
904100515000	Stick Norovirus 5 tests kit
904102015000	Stick Norovirus 20 tests kit
904100500000	Simple Norovirus 5 tests kit
904102000000	Simple Norovirus 20 tests kit
904100137000	Positive Control Norovirus, 0.5ml/vial
904100138000	Negative Control Norovirus, 0.5ml/vial

For the detection of Rotavirus / Norovirus in stool samples

Product Reference:	Product Name:
904200515000	Stick Rota-Noro 5 tests kit
904202015000	Stick Rota-Noro 20 tests kit
904200500000	Simple Rota-Noro 5 tests kit
904202000000	Simple Rota-Noro 20 tests kit

For the detection of Rotavirus in stool samples

Product Reference:	Product Name:
933302015000	Stick Rotavirus (strip), 20 tests kit
933302021000	Simple Rotavirus (cassette), 20 tests kit

For the detection of Rotavirus and Adenovirus in stool samples

Product Reference:	Product Name:
902402015000	Stick Rota-Adeno (strip), 20 tests kit
902402021000	Simple Rota-Adeno (cassette), 20 tests kit
902400137000	Positive Control Rota-Adeno, 0.5 ml/vial
902400138000	Negative Control Rota-Adeno, 0.5ml/vial

For the detection Giardia in stool samples

Product Reference:	Product Name:
901902015000	Stick Giardia (strip), 20 tests kit
901902021000	Simple Giardia (cassette), 20 tests kit

For the detection of Cryptosporidium in stool samples

Product Reference:	Product Name:
902202015000	Stick Crypto (strip), 20 tests kit
902202021000	Simple Crypto (cassette), 20 tests kit

For the detection of Entamoeba in stool samples

Product Reference:	Product Name:
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914302015000	Stick Entamoeba (strip), 20 tests kit
914302000000	Simple Entamoeba (cassette), 20 tests kit

For the detection of Crypto/Giardia in stool samples

Product Reference:	Product Name:
902302015000	Stick Crypto-Giardia (strip), 20 tests kit
902302021000	Simple Crypto-Giardia (cassette), 20 tests kit

For the detection of Crypto/Giardia/Entamoeba in stool samples

Product Reference:	Product Name:
914402015000	Stick Crypto-Giardia-Entamoeba (strip), 20 tests kit
914402000000	Simple Crypto-Giardia-Entamoeba (cassette), 20 tests kit
914400137000	Positive Control Crypto-Giardia-Entamoeba, 0.5 ml/vial
914400138000	Negative Control Crypto-Giardia Entamoeba, 0.5 ml/vial

For the detection of Clostridium difficile in stool samples

Product Reference:	Product Name:
904602015000	Stick GDH + Toxins, 10+10 tests kit
904500515000	Stick GDH 5 tests kit
904502015000	Stick GDH 20 test kit
903800515000	Stick 2 A-Bdiff (strip) 5 tests kit
903802015000	Stick 2 A-Bdiff (strip), 20 tests kit
904602000000	Simple GDH + Toxins (cassette), 10+10 tests
904500500000	Simple GDH (cassette), 5 tests kit
904502000000	Simple GDH (cassette), 20 tests kit
903800500000	Simple 2 A-Bdiff (cassette), 5 tests kit
903802000000	Simple 2 A-Bdiff (cassette), 20 tests kit
904500137000	Positive Control GDH, 0.5 ml/vial
903800137000	Positive Control 2A-Bdiff, 0.5 ml/vial
904500138000	Negative Control GDH, 0.5 ml/vial
903800138000	Negative Control 2 A-Bdiff, 0.5ml/vial

For the detection of E.coli O157 and verotoxin 1 and 2 in stool samples

Product Reference:	Product Name:
914202015000	Stick VER-O157 (strip), 20 tests kit
914202000000	Simple VER-O157 (cassette), 20 tests kit

For the detection of antibodies anti-T.Cruzi Chagas in whole blood

Product Reference:	Product Name:
913100500000	Simple Chagas WB, kit de 5 tests
913102000000	Simple Chagas WB (cassette), 20 tests kit

For the detection of antibodies anti-T.Cruzi Chagas in serum

Product Reference:	Product Name:
903502015000	Stick Chagas (strip), 20 tests kit
903505015000	Stick Chagas (strip), 50 tests kit
903500515000	Stick Chagas, 5 tests kit

For the detection of HBsAg (Hepatitis B) in serum. ONLY FOR NON-UE COUNTRIES

Product Reference:	Product Name:
911105015000	Stick HB (strip), 50 tests kit
911105000000	Stick HB (strip), 50 tests kit
911103001000	Stick HB (strip), 30 tests tube
911103000000	Simple HB (cassette), 30 tests kit

For the detection of Prostate Specific Antigen PSA in serum

Product Reference:	Product Name:
944405015000	Stick PSA (strip), 50 tests kit
944403000000	Simple PSA (cassette), 30 tests kit
944401500000	Simple PSA (cassette), 15 tests kit

For the detection of Celiac Disease in serum

Product Reference:	Product Name:
902700515000	Stick CD2 (strip), 5 tests kit
902702015000	Stick CD2 (strip), 20 tests kit
902701015000	Stick CD2 (strip), 10 tests kit
902600515000	Stick CD1 (strip), 5 tests kit
902602015000	Stick CD1 (strip), 20 tests kit
902601015000	Stick CD1 (strip), 10 tests kit

For the detection of Celiac Disease in whole blood

Product Reference:	Product Name:
902900500000	Simple CD2WB (cassette), 5 tests kit
902902000000	Simple CD2WB (cassette), 20 tests kit
902901000000	Simple CD2WB (cassette), 10 tests kit
902800500000	Simple CD1WB (cassette), 5 tests kit
902802000000	Simple CD1WB (cassette), 20 tests kit
902801000000	Simple CD1WB (cassette), 10 tests kit

For the detection of hCG (Pregnancy) in urine

Product Reference:	Product Name:
900005015000	Stick hCG (strip), 50 tests kit
900002501000	Stick hCG (strip), 25 tests tube
900005001000	Stick hCG, 50 tests tube
900002005000	Simple hCG (cassette), pouched pipette, 20 tests kit
900003000000	Simple hCG (cassette), 30 tests kit
900000100000	Simple hCG, 1 test kit

For the detection of hCG (Pregnancy) in serum and urine

Product Reference:	Product Name:
900505015000	Stick hCG s&u (strip), individual pouched, 50 tests kit
900501515000	Stick hCG s&u (strip), individual pouched, 15 tests kit
900503001000	Stick hCG s&u (strip), 30 tests kit
900502501000	Stick hCG s&u (strip), 25 tests tube
900505000000	Simple hCG s&u (strip), 50 tests kit

900502005000	Simple hCG s&u (cassette), pouched pipette, 20 tests kit
900500100000	Simple hCG s&u (cassette), OEM
900503000000	Simple hCG s&u (cassette), 30 tests kit
900502000000	Simple hCG s&u (cassette), 20 tests kit

For the detection of Casein Glyco Macro Peptide (c-GMP) in milk samples (powder or liquid)

Product Reference:	Product Name:
903400515000	Stick cGMP (strip), 5 tests kit
903405001000	Stick cGMP (strip), 50 tests kit (2 tubes x 25 test/tube)
903405015000	Stick cGMP (strip), 50 tests kit

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;
 - (g) 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.