

INNOGENETICS N.V.
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GENERAL TERMS AND CONDITIONS OF PURCHASE

1. IN GENERAL

Unless expressly stated otherwise, the present General Terms and Conditions of Purchase shall apply to any and all purchases by Innogenetics NV (“**Purchaser**”) of goods or services (“**Products**”) from a seller (“**Seller**”). The General Terms and Conditions of Sale of the Seller are hereby explicitly excluded.

2. ACCEPTANCE

Unless expressly stated otherwise, confirmation by Seller (“**Order Confirmation**”) of Purchaser’s order for the purchase of Products from Seller (“**Purchase Order**”), whether said Purchase Order is sent by mail, fax, e-mail or any other (electronic) communication tool, implies Seller’s acceptance without any reservations to deliver the Products to Purchaser under the present Terms and Conditions of Purchase.

3. DELIVERY

Unless expressly stated otherwise, the delivery date(s) set out in the Purchase Order are binding upon the Seller upon acceptance of the Purchase Order. Products shall be shipped in the manner specified in the Purchase Order or, in absence thereof, as determined in good faith by Seller. Seller shall use its best efforts to deliver the Products to Purchaser on said delivery date(s) or, in absence thereof, as soon as practicable. In the event Seller is unable to deliver the Products to Purchaser by the requested delivery date, Seller shall promptly notify Purchaser in writing thereof and Purchaser shall have the right, without any prejudice to any legal remedies, (i) to specify in writing an alternative shipment method; or (ii) to cancel the Purchase Order in whole or in part upon written notice to Seller and to purchase the Products from an alternative seller. Said cancellation shall not entitle Seller to any compensation whatsoever. Unless expressly stated otherwise, Seller shall deliver the Products, packed for transportation, DDP (latest version of the ICC Incoterms) to the address specified in the Purchase Order. Title to the Products shall pass to Purchaser on acceptance of the Purchase Order by Seller.

Unless expressly stated otherwise, in the event the Products to be delivered under the Purchase Order consist of or contain equipment that requires an installation, Seller shall,

at no extra cost to Purchaser, either install the Products itself, or provide Purchaser with any and all information and documentation Purchaser reasonably requires to install itself the Products. Seller shall indemnify and hold Purchaser harmless from and against any and all actions, claims, demands, proceedings, costs and/or expenses resulting from any event caused by negligence or misconduct of the Seller, its personnel or sub-contractor(s) (if any) in carrying out installation works.

4. MODIFICATIONS

In addition to its rights under Article 3 hereof and unless expressly stated otherwise, Purchaser shall have the right, at any time prior to shipment of the Products, to cancel or modify the Purchase Order in whole or in part upon written notice to Seller. By confirming the modified Purchase Order, Seller accepts delivering the Products under the modified Purchase Order. In the event Seller rejects the modified Purchase Order, Seller shall promptly notify Purchaser in writing thereof and Purchaser shall have the right to cancel the modified Purchase Order and purchase the Products under the modified Purchase Order from an alternative seller. Any cancellation under this Article 4 shall not entitle Seller to any compensation whatsoever.

5. INSPECTION

Unless expressly stated otherwise, Purchaser shall inspect the Products as soon as practicable after delivery and shall promptly inform Seller in writing of any shortage or excess in quantity or of any defect in Product or shipment noticed during inspection. At Purchaser's option and at Seller's expense, Seller shall, as soon as practicable, either make up for the shortage in quantity or replace the defective Products, or compensate Purchaser for such shortage or defectiveness. Defective Products and excess quantities of Products shall be returned to Seller at Seller's expense and in accordance with Seller's instructions. At Purchaser's option, Seller shall promptly refund or provide Purchaser with a credit note for payments (if any) made by Purchaser for Products so returned.

6. PAYMENT

Unless expressly stated otherwise, Seller shall sell and Purchaser shall buy the Products specified in the Purchase Order at the prices set forth in said Purchase Order. Seller shall invoice the Products upon delivery thereof and shall address its invoices to the invoicing address specified on the Purchase Order. Unless expressly stated otherwise, payments shall be made within sixty (60) days end of the month of invoice. Purchaser shall have the right to withhold payment of invoices for Products delivered not in conformity with the Purchase Order.

7. WARRANTIES

Seller represents and warrants that (i) the Products shall be manufactured and shipped in accordance with the applicable laws and regulations; (ii) the Products delivered shall conform to the specifications set forth in the Purchase Order; and (iii) to the best of its knowledge the sale or use of the Products delivered do not infringe any third party rights. Seller shall indemnify and hold Purchaser harmless from and against any and all actions, claims, demands, proceedings, costs and/or expenses from any third party claiming infringement of its rights.

8. CONFIDENTIALITY

Seller shall keep strictly confidential and shall not disclose or use in any manner whatsoever any business, financial, scientific or technical information relating to Purchaser or Purchaser's affiliates to which Seller has access in the frame of the sale of the Products to Purchaser without Purchaser's prior written consent.

9. ASSIGNMENT AND SUB-CONTRACTING

Seller shall not have the right to assign or transfer or sub-contract in whole or in part the purchase agreement between the Seller and the Purchaser without Purchaser's prior written consent.

10. NOTICES

All notices shall be in writing and shall be sent by registered (air)mail or fax to the other party's address as set out in the Purchase Order or in the Order Confirmation, as applicable.

11. APPLICABLE LAWS AND JURISDICTION

The present General Terms and Conditions of Purchase, as well as the purchase agreement between the Purchaser and Seller shall be governed by the laws of Belgium, excluding the Vienna Convention on the International Sale of Goods of April 11, 1980. Disputes, if not amicably settled, shall be submitted to the courts of Ghent (Belgium).