

# Sales Terms & Conditions

## 1. THE CONTRACT.

These terms and conditions (also referred to as this "Agreement") apply to all sales of products and services by QIAGEN to its customers (each, a "Customer"), unless QIAGEN and Customer have agreed to a separate written contract signed by authorized representatives of both parties (a "Contract"). To the extent the parties have executed a Contract, and there are any conflicts between these terms and those in the Contract, then the Contract shall control. Any provisions printed or otherwise contained in any purchase order, acknowledgement, acceptance or other document from Customer purporting to govern the purchase of products or services from QIAGEN which are inconsistent with or in addition to these terms and conditions shall have no force or effect and shall not constitute any part of the Agreement between the parties, unless in writing and signed by an authorized representative of QIAGEN.

## 2. ORDERS.

Customer shall place orders for QIAGEN products using purchase orders consistent with these terms and conditions. All orders shall include the minimum following information: shipping and billing address, catalog number, product description, size, quantity, and purchase order number. In the event Customer's purchase order varies from the terms herein, the terms herein shall control, even if Customer's purchase order states otherwise. All confirmations, invoices and other writings delivered by QIAGEN to Customer shall be deemed accepted by Customer together with any terms and conditions set forth thereon unless Customer gives written notice to QIAGEN prior to shipment of products or performance of services by QIAGEN.

## 3. PRICING AND ACCEPTANCE.

3.1 All prices are subject to change without prior notice. Pricing provided in a written quotation signed by an authorized QIAGEN representative shall be valid during the period specified on the quotation, however, this price may be adjusted by QIAGEN due to market conditions, increases in the rate of inflation, or increased production and distribution costs.

3.2 The prices stated herein do not include any sales, use or excise taxes, customs duties, imposts or other assessments of any kind, value-added or similar taxes, which may arise from the manufacture, processing, sale or shipment of the products or services, and Customer shall be solely responsible for any and all such taxes, duties or other assessments. If QIAGEN has the legal obligation to collect any such taxes, duties or other assessments, the appropriate amount shall be added to QIAGEN's invoice to Customer and paid by Customer. If, for whatever reason, QIAGEN does not collect

any such amount from Customer and QIAGEN becomes liable to pay any such taxes, duties or other assessments or any penalties related thereto, Customer shall promptly pay such amounts directly to the appropriate governmental authority or, if QIAGEN is required to pay or has paid such amounts, shall pay such amounts to QIAGEN in accordance with Section 4 below.

3.3 All orders from Customer are binding upon Customer and may be accepted by QIAGEN, at QIAGEN's option, either by sending an order acknowledgement or confirmation, or by delivering the resulting products or services to Customer.

#### **4. TITLE; RISK OF LOSS; SHIPPING.**

- 4.1 All products are shipped FCA QIAGEN's facility, with shipping and handling fees prepaid and added to the invoice amount. Title to and risk of loss of products shall pass to Customer at the place and time QIAGEN delivers such products to the shipper. QIAGEN may change freight carriers without notice. If a shipment fails to be delivered as scheduled, Customer shall be responsible for pursuing a claim with the freight company and QIAGEN shall provide reasonable cooperation with such endeavor.
- 4.2 Representations as to delivery dates are approximate only, unless QIAGEN has given an expressly binding commitment. Partial delivery or performance of products and services under this Agreement shall be permitted unless Customer has expressly stated in writing on the face of the QIAGEN quotation or on the Customer's purchase order that partial delivery will not be accepted.
- 4.3 QIAGEN shall not be liable for any delay in performance or nonperformance as the result of war, fire, flood, accidents, acts of God, terrorism, embargoes, acts of third parties, acts of governmental authority or any agency or commission thereof, breakdown of equipment, shortages of material, labor or power, labor strikes, work stoppage or labor unrest, or any other cause beyond QIAGEN's reasonable control. If any of the foregoing events occurs, QIAGEN may make deliveries of the products and services proportionate to production and/or postpone the shipment or delivery period of the products and services to a reasonable time after the difficulty has ceased, or QIAGEN may, at its option upon notice given to Customer within twenty (20) days after the commencement of any such event, declare this Agreement terminated and all rights and liabilities of QIAGEN and Customer, except with respect to products and services previously shipped or performed or in QIAGEN's inventory, shall cease and terminate. QIAGEN shall have no obligation to buy in the open market any article to be used in QIAGEN's manufacture or processing when the supplier thereof has defaulted in delivery.
- 4.4 If this Agreement calls for more than one shipment of products or delivery of services, each shipment and delivery shall constitute a separate sale under the terms and conditions of this Agreement and Customer agrees to accept each shipment and delivery and pay each invoice in full when due at the contract prices regardless of controversies relating to other delivered or non-delivered products or services. If Customer fails to accept or pay for shipment or delivery, or in the event a dispute arises concerning QIAGEN's performance hereunder, then QIAGEN may, without prejudice to any other lawful remedy and without any liability to Customer, (i) suspend further performance hereunder until acceptance or payment by Customer of all previous shipments and deliveries or until the dispute shall have been resolved, or (ii) terminate this Agreement with respect to any unaccepted or undeliverable portion, in which case Customer shall be responsible for any expense or loss sustained by QIAGEN in connection with this Agreement.

## 5. PAYMENT TERMS.

- 5.1 The full amount of each invoice for products and services hereunder shall be paid net 30 days (terms contingent upon credit worthiness of Customer) from the date of the invoice unless otherwise stated on the face of the invoice.
- 5.2 Payment by check, credit card, or wire transfer will be effective only after these instruments have cleared and been paid. Credit cards will be accepted at time of each order only for processing on invoice date. Any discounts and expenses shall be borne by Customer.
- 5.3 QIAGEN reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the 1st day following the invoice due date. Any check or remittance received from or for the account of Customer may be accepted and applied by QIAGEN against any indebtedness owing by Customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.
- 5.4 At any time, when in QIAGEN's opinion the financial condition of Customer so warrants, or if Customer fails to make payment when due or otherwise defaults hereunder, QIAGEN may change any terms of payment, suspend any credit previously extended to Customer, require partial or full payment in advance and delay shipment until such terms are met, and pursue any other remedies available at law. In such event, if Customer refuses to accept such changes, any outstanding order may be cancelled without any liability to QIAGEN. In the event of bankruptcy or insolvency of Customer or in the event any proceeding is brought by or against Customer under any bankruptcy or insolvency laws or their equivalent, QIAGEN may cancel any order then outstanding without liability to Customer.

## 6. LIMITED WARRANTY.

### 6.1 Product and Equipment Warranties.

(a) **Product Warranty.** QIAGEN warrants that, at the time of shipment, the products sold by it are free from defects in materials and workmanship and conform to the Specifications, if any, that accompany the products. QIAGEN agrees to replace any defective or non-conforming product purchased directly from QIAGEN (provided that such nonconformity was not caused by misuse or negligence of Customer) if Customer provides notice to QIAGEN within thirty (30) days after receipt. No claim will be honored if Customer fails to notify QIAGEN within the period specified.

(b) **Equipment Warranty.** QIAGEN warrants that: (i) all new instrumentation manufactured by and purchased directly from QIAGEN will correspond to the product specifications and be free from defects in workmanship and materials for a period of twelve (12) months from the original date of shipment, and (ii) all refurbished instrumentation purchased directly from QIAGEN will correspond to the product specifications and be free from defects in workmanship and materials for a period of six (6) months from the original date of shipment. Repair or replacement of defective parts will be provided to the purchaser during this time period provided the QIAGEN instrumentation is operated under conditions of normal and proper use, but not in the event that damage is caused by the Customer. If any part or subassembly proves to be defective, it will be repaired or replaced at QIAGEN's sole option, subsequent to inspection at the factory, or in the field by an authorized factory representative, provided that such defect manifested under normal and proper use. QIAGEN may use new, used, or reconditioned parts of equivalent or superior specifications in the repair of your equipment. Parts removed and replaced as part of the repair become QIAGEN property.

6.2 Customer agrees that QIAGEN's sole liability, and Customer's sole and exclusive remedy, pursuant to any claim of any kind against QIAGEN, including without limitation any claim in contract, negligence or strict liability, shall be, at QIAGEN's option, (a) replacement of any non-conforming products or reperformance of any non-conforming services or (b) a refund of the price allocable to the non-conforming products or services.

### 6.3 Returns.

Customer must obtain authorization for all returns of products from a QIAGEN Customer Relations or Technical Services Representative. A Returned Good Authorization number shall be assigned and must be included in the shipping documentation. Some products may not be eligible for return due to regulatory or storage requirements.

(a) Returns due to Nonconforming product. If Customer chooses to return nonconforming (i.e., does not conform to Specifications) products under the product Warranty, QIAGEN will assess the product to verify the nonconformance. If the product is found to be non-conforming, QIAGEN shall send a replacement within 48 hours for all stocked items. If Customer is asked by QIAGEN to return the nonconforming product, QIAGEN will pay for the return shipping charges as well.

(b) Returns due to Customer Ordering Error. Products ordered in error are returnable within thirty (30) days after shipment was started by QIAGEN; provided that the products being returned remain unopened and suitable for resale, as determined by QIAGEN in its sole discretion. Customer must pay for the return freight. A credit shall be issued for the invoice price of the returned product less (1) a restocking fee of the greater of 20% of the return value or \$30.00 and (2) freight costs incurred by QIAGEN for the shipment to and/ or from Customer. Special orders, non-stocked items, and discontinued reagents may not be returned.

THE LIMITED WARRANTY IN SECTION 6.1 ABOVE IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND CONDITIONS AND QIAGEN HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS APPLIED BY STATUTE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) ANY IMPLIED WARRANTY OR CONDITION, INCLUDING WITHOUT LIMITATION A WARRANTY OR CONDITION IMPLIED BY STATUTE THAT ANY USE OF THE GOODS OR SERVICES WILL NOT VIOLATE OR INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, WITHRESPECT TO THE GOODS OR SERVICES, OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE

## 7. LIMITATION OF LIABILITY AND REMEDY.

7.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS WHICH QIAGEN IS CHARGING HEREUNDER DO NOT INCLUDE ANY CONSIDERATION FOR QIAGEN'S ASSUMPTION OF THE RISK OF CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH USE OF THE GOODS OR SERVICES BY CUSTOMER. ACCORDINGLY, CUSTOMER AGREES THAT QIAGEN SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER.

- 7.2 QIAGEN's liability for breach of warranty or for any loss or damage resulting from any other cause whatsoever, including alleged negligence, shall not exceed the lesser of (i) the cost of correcting any non-conformities in the products or services or (ii) the cost of replacing the products or reperforming the services. In no event (including unenforceability of the above limitations and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder) shall QIAGEN's aggregate liability for damages under this Agreement exceed the purchase price previously paid by Customer for the non-conforming products or services. The parties acknowledge that the limitations set forth in this Section 7.2 are integral to the prices charged under this Agreement and that, were QIAGEN to assume any further liability other than as set forth herein, such prices would of necessity be set substantially higher. Customer expressly agrees that this limitation of damages and remedies shall constitute the exclusive remedies and measure of damages available to Customer and all other remedies and measures of damages which might otherwise be available under the law of any jurisdiction are hereby waived by Customer.
- 7.3 Without limitation to the generality of the foregoing limitation, QIAGEN shall not be liable for any damage or loss caused by the improper or unapproved use of the products.

## **8. INDEMNIFICATION.**

Customer shall indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of the use of Products purchased by Customer hereunder, regardless of where, how, and by whom used, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence of willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

## **9. GENERAL COMPLIANCE.**

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, applicable federal, state and local laws, rules, regulations and guidelines relating to the manufacturing, quality control, packaging, labeling, handling, shipping, importation, exportation and storage of Products, HIPAA, Medicare and Medicaid billing and referral requirements and the Federal Food, Drug and Cosmetic Act. It is the intention of the parties that this Agreement be administered in accordance with the federal antikickback statute (Title 42, United States Code, Section 1320a-7b(b)). Accordingly, insofar as required by such statute or by the discount safe harbor regulations at 42 CFR § 1001.952(h), Customer shall fully and accurately report in applicable cost reports and provide information upon request to Medicare, Medicaid and other federal health care programs on all discounts and price reductions under this Agreement.

#### 10. HIPAA COMPLIANCE.

The parties acknowledge that use of the Products and Equipment by Customer may be subject to the requirements of HIPAA and the related privacy and security regulations, and other current and future laws, rules and regulations regarding collecting, accessing, using, disclosing, electronically transmitting, securing, and storing protected health information of patients ("PHI"). The parties acknowledge that PHI is not required for QIAGEN's performance of this Agreement and that QIAGEN is neither a "covered entity" nor a "business associate" of the Customer. If in the performance of any services that are related to the provision of Products, Supplies and Equipment under this Agreement, Customer inadvertently provides access to QIAGEN to PHI, whether on paper, tape, diskette, CD or other tangible media, in instruments or computers, electronically displayed, or verbally disclosed, QIAGEN agrees that it shall not use, disclose, or reproduce, in any manner, any such PHI and shall promptly report such disclosure to Customer.

#### 11. CONFIDENTIALITY.

Each party shall use Confidential Information (information of a proprietary or sensitive nature that is not readily available through sources in the public domain) of the other party only for purposes of this Agreement. Otherwise, except as may be required by law neither party shall use, publish nor disclose, or cause anyone else to use, publish or disclose, any Confidential Information of the other party. The restrictions on disclosure and use hereunder shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis by the disclosing party prior to the execution of this Agreement, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, regulations, including securities and other disclosure law, subpoena or court order to be disclosed. The provisions of this paragraph shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

#### 12. DATA PRIVACY.

The parties acknowledge that in certain circumstances, for business and safety reasons, Customer may wish to collect personal or biometric data (as defined by applicable privacy legislation, and which may include but shall not be limited to fingerprints, DNA or RNA samples, photographs, or signatures) from QIAGEN employees who will perform services on Customer's premises or enter Customer's facilities for other business reasons. Customer will bear all costs associated with the collection of such data, and Customer agrees to comply with all applicable data privacy and security laws and regulations in collecting, storing, handling, and using such personal and/or biometric data, and will indemnify QIAGEN, defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of Customer's breach of such applicable data privacy and security laws or regulations, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from QIAGEN's gross negligence or willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of any purchase or service agreement between the parties, whether by expiration of time, by operation of law, or otherwise.

**13. NON-DISCRIMINATION.**

Neither Customer nor QIAGEN shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state, or local law or regulation.

**14. ENTIRE AGREEMENT.**

This Agreement, including any attachments, exhibits or schedules hereto or delivered herewith, represent the entire agreement between the parties with respect to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed on behalf of each party.

**15. BINDING EFFECT; ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by Customer without QIAGEN's prior written consent; except that Customer may assign this Agreement, without the prior consent of QIAGEN, to the successor to all or substantially all of the business of Customer as long as the successor or surviving entity in such transaction agrees to be bound, in writing, by the terms and provisions of this Agreement, and written notice of such assignment is provided to QIAGEN prior to consummation of the transaction. This Agreement shall be assignable by QIAGEN.

**16. WAIVER.**

The waiver by a party hereto of any breach of or default under any of the provisions of this Agreement shall not be effective unless in writing and the failure of a party to enforce any of the provisions of this Agreement or to exercise any right there under shall not be construed as a waiver of such right.

**17. SEVERABILITY.**

If any part of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of the parties hereto.

**18. SURVIVAL.**

The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

#### 19. **FORCE MAJEURE.**

The timely performance of either party will be excused, except any obligations to pay any amounts then owed to the other party hereunder, and shall not constitute a breach or grounds for termination or prejudice of any rights hereunder if the delay of the performance is the result of a force majeure event; provided that such party shall promptly provide written notice of such delay and the reason therefore to the other party, shall use its reasonable efforts to limit or resolve the cause of the force majeure, and shall resume performance immediately after the cause of the delay is removed.

#### 20. **INDEPENDENT CONTRACTORS.**

The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

#### 21. **GOVERNING LAW AND ARBITRATION; CLASS ACTION WAIVER.**

- (a) **Governing Law.** Subject to Section 21(e), this Agreement and any claims, disputes or causes of action relating to or arising out of this Agreement shall be construed, unless otherwise prohibited by law, in accordance with and governed by the laws of the State of Maryland without giving effect to the conflict of laws principles thereof. All claims under this Agreement which cannot be amicably settled shall be submitted to binding arbitration as set forth below.

(b) **Mandatory Binding Arbitration.** Prior to arbitration, the parties shall seek informal resolution of disputes. The process shall be initiated with written notice of one party to the other, describing the dispute with reasonable particularity. The other party shall respond within ten (10) calendar days. Each party shall promptly designate an executive with requisite authority to resolve the dispute, and the first meeting shall occur within 10 calendar days from the response described above. If the dispute is not resolved within 10 calendar days of the first meeting, either party may proceed to arbitration as set forth below.

i. The parties agree that any claim or dispute between them, and any claim by either of party against any agent, employee, successor, or assign of the other, related to this Agreement, including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, except where those rules are intentionally varied by the parties herein or pursuant to mutual agreement. The parties expressly agree that the arbitration shall be conducted in Washington, DC, in the English language, and under Maryland law, unless the parties mutually agree otherwise or the arbitrator determines that under applicable law, the arbitration is to take place in a location other than Washington, DC or that the laws of a State other than Maryland governs. To the extent permitted by applicable law, the prevailing party shall be entitled to a reimbursement of all of its reasonable attorney fees and arbitration costs by the other party. The arbitration award shall be final.

ii. The parties enter into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement, and any proceedings thereunder, shall be governed by the Federal Arbitration Act ("FAA") 9 USC 1-16. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.



(c) **Class Action Waiver.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS OR ANY GOVERNMENTAL BODY OR THE PUBLIC. DISPUTES MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES.

TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

(d) **Waiver of Rights, Including Trial By Jury.** By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES.

(e) **Right to Seek Injunctive Relief.** This Agreement does not preclude either party from seeking injunctive relief in a court of law in accordance with applicable law.

## 22. **TERMINATION FOR DEFAULT.**

If either party shall default in a material manner with respect to its performance or obligations or covenants under this Agreement, (including without limitation, Customer's failure to pay), upon written notice to the defaulting party and without prejudice to any other rights the non-defaulting party may have, to terminate this Agreement. In the event of Customer's default, Customer shall owe Qiagen a fee for any order shortfalls at the time of termination, as set forth in Section 5 above.

## 23. **TERMINATION FOR INSOLVENCY OR BANKRUPTCY.**

Either party may, in addition to any other remedies available to it by law or in equity, terminate this Agreement by written notice to the other party in the event the other party shall become insolvent, make an assignment for the benefit of its creditors, or have any case or proceeding voluntarily initiated by or commenced against or other action taken by or against it in bankruptcy or seeking reorganization, liquidation, dissolution or winding-up or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, and any such event shall have continued for sixty (60) days undismissed, unbonded and undischarged.

## 24. **Use and Handling of Products.**

Customer shall handle and use the results of the products in conformity with (a) good laboratory practice, (b) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies, (c) any patent and other proprietary rights of third parties, or (d) its negotiated status or classification for each product purchased.

25. No Transfer or Resale. Unless otherwise expressly agreed to in writing by a duly authorized representative of QIAGEN,

25.1 The purchase of QIAGEN products of equipment conveys to Customer only the non-transferable right for Customer to use the quantity of products or equipment and components of products purchased in compliance with the applicable intended use statement, limited use statement or limited label license, and

25.2 Customer shall not transfer or resell, transfer, exchange, or otherwise assign the products or equipment, or any portion of them, without first obtaining the prior written consent of QIAGEN, which consent may be granted or withheld by QIAGEN in its sole discretion.

26. **Electronic Commerce (If Applicable).**

This Agreement will govern Customer's purchases from QIAGEN of products made through electronic business to business solutions, including but not limited to electronic ordering systems (collectively "B2B" or "eProcurement"). The parties will reasonably cooperate to establish B2B systems to facilitate direct shopping, sales and payment transactions between the parties.

27. **Counterparts and Signatures.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software, shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.