

## Terms and Conditions of Sale (Belgium)-- Research Use Products

### 1. Definitions

“**Consumable(s)**” means Seller branded reagents and consumable items that are intended by Seller to be consumed through the use of Hardware. “**Documentation**” means Seller’s user manual, package insert, and similar documentation, for the Product in effect on the date that the Product ships from Seller. Documentation may be provided with the Product at time of shipment or provided electronically from Seller. “**Hardware**” means Seller branded instruments, accessories, or peripherals. “**Product(s)**” means the item(s) acquired hereunder. Products may be Hardware, Consumables, or Software. Software may be embedded in or installed on Hardware or provided separately. “**Purchaser**” means the person or entity acquiring the Product with the intent to use the Product, from (i) Seller or (ii) Seller’s authorised distributor or reseller. “**Seller**” means the Illumina entity selling the Product. The Seller is identified on the quotation, order acknowledgment or similar communication, or Seller website if the order is being placed electronically at Seller’s website. “**Software**” means Seller branded software (e.g., Hardware operating software, data analysis software). All Software is licensed and not sold and may be subject to additional terms found in the Software’s end user license agreement. “**Specifications**” means Seller’s written technical specifications for the Product in effect on the date that the Product ships from Seller.

### 2. Rights to Products upon Purchase

Subject to these terms and conditions, Purchaser is granted only a non-exclusive, non-transferable, non-sublicensable, worldwide right under Seller’s Core IP for the entire duration of protection of each of Seller’s Core IP to use the Product only in Purchaser’s facility in accordance with the Product’s Specifications and Documentation, specifically excluding the following “**Excluded Uses**”: any use that (a) is a use of the Product to perform non-invasive pre-natal testing, (b) is a use of the Product as, or as a component of, an in vitro diagnostic device, or (c) is a use of the Product to perform testing of human samples and specimens where results are reported, directly or indirectly, to a patient or healthcare practitioner. Additionally, Purchaser is granted a non-exclusive, non-transferable, personal, non-sublicensable right under Seller’s Core IP to install and use Software made available by Seller with the Product, solely in accordance with the Product’s Specifications and Documentation, specifically excluding the Excluded Uses. This license will terminate upon Purchaser’s failure to comply with these terms and conditions, or by Purchaser discontinuing use of the Software and destroying or removing all copies thereof. All Software, whether provided separately, installed on, or embedded in a Product, is licensed to Purchaser, not sold. Except as expressly stated in this Section no right or license under any intellectual property rights of Seller or Seller’s affiliates is or are granted, expressly, by implication, or otherwise, to Purchaser, and any such rights are expressly proprietary to Seller and its affiliates. Purchaser agrees that the contents of and methods of operation of the Product are proprietary to Seller and the Product contains or embodies trade

secrets of Seller. “**Core IP**” means the intellectual property rights owned or controlled by Seller and Seller’s wholly-owned affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use but does not include intellectual property that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s).

**Purchaser is solely responsible for determining whether Purchaser has all intellectual property rights that are necessary for Purchaser’s intended uses of the Product.**

### **3. Product Restrictions**

The conditions and restrictions found in these terms and conditions are bargained for conditions of sale and therefore control the sale of and use of the Products by the Purchaser.

- a. Unauthorised Uses of Products.** Purchaser agrees: (i) to only use the Product in accordance with the Product’s Documentation and Specifications and not to, nor authorize any third party to, use the Products as described in any Excluded Uses, (ii) to use each Consumable only one time, and (iii) to use only Seller Consumables with Seller Hardware. The limitations in (i)-(iii) do not apply if the Documentation or Specifications for the Product expressly state otherwise. Purchaser agrees not to, nor authorize any third party to, use the Products as described in any Excluded Uses.
- b. Unauthorised Transfer of Products.** Licenses to the Software are not transferable. Purchaser agrees to not sell, rent, lease, loan, transfer or assign or otherwise dispose of any Hardware or component thereof containing Software to any third party unless Purchaser first erases or removes the Software.
- c. Software License Restrictions.** Purchaser acknowledges that certain Software may be subject to additional terms and conditions. Purchaser may not use, copy, modify, create derivative works of, reverse engineer, decompile, disassemble, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the Software, nor permit any other party to do any of the foregoing. Purchaser may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software. Purchaser may not (and may not attempt to) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any protection mechanisms in the Software including without limitation any such mechanism used to restrict or control the functionality of the Software.
- d. Third Party Code.** Purchaser acknowledges that certain Software may be subject to additional terms and conditions. To the extent third party code is included in Software and any term or condition of a third party license applicable to such third party code directly conflicts with the terms and conditions set forth herein, the applicable term(s) or condition(s) of that third party license will be applicable only to that third party code and only to the extent necessary to remove the conflict.

#### **4. Regulatory**

The Product is labeled For Research Use Only or similar labeling statement and is not for use in diagnostic procedures. Purchaser acknowledges that (i) the Product has not been approved, cleared, or licensed by any regulatory entity or under any applicable law or regulation whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Purchaser must ensure it has undertaken any regulatory certifications, approvals, clearances and registrations that are necessary for Purchaser's intended uses of the Product. Purchaser further agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of Product.

#### **5. Limited Liability**

**TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR OTHERWISE DUE TO, UNDER AND/OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IF AND TO THE EXTENT THAT THE LOSS OR DAMAGE IN RESPECT OF WHICH SUCH LIABILITY ARISES OR IS CLAIMED TO ARISE FALLS WITHIN ANY OF THE FOLLOWING CATEGORIES: LOSS OF PROFITS; LOSS OF REVENUE OR BUSINESS; LOSS OF GOODWILL OR REPUTATION; LOSS OF OR CORRUPTION OR DAMAGE TO DATA; LOSS OF MANAGEMENT TIME, OR OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE.**

**TO THE EXTENT PERMITTED BY LAW, SELLER'S TOTAL AND CUMULATIVE LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THE PRODUCT (INCLUDING USE THEREOF) AND SELLER'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO SELLER FOR THE PARTICULAR PRODUCT CONTAINED IN THE PARTICULAR ORDER THAT DIRECTLY CAUSED THE LIABILITY.**

**NOTHING IN THESE TERMS AND CONDITIONS WILL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THAT PARTY'S WILLFUL MISCONDUCT OR NEGLIGENCE, LIABILITY ARISING FROM A PARTY'S FRAUDULENT MISREPRESENTATION, VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR FOR ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED OR EXCLUDED.**

#### **6. Limitations on Warranties**

**TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTY MADE IN THESE TERMS AND CONDITIONS SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER**

**MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCT FOR PURCHASER'S INTENDED USES THAT WERE NOT COMMUNICATED EXPRESSLY TO THE SELLER PRIOR TO PURCHASE. NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT LIABILITY OF A PARTY OR ITS AFFILIATED ENTITIES FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD.**

## **7. Product Warranty**

All warranties are personal to the Purchaser and may not be transferred or assigned to a third-party, including an affiliate of Purchaser. All warranties are facility specific and do not transfer if the Product is moved to another facility of Purchaser, unless Seller conducts such move. The warranties described in these terms and conditions exclude any stand-alone third party goods that may be acquired or used with the Products.

- a. Warranty for Consumables.** Seller warrants that Consumables, other than custom Consumables, will conform to their Specifications until the later of (i) 3 months from the date of shipment from Seller, or (ii) any expiration date or the end of shelf life pre-printed on such Consumable by Seller, but in either event no later than 12 months from the date of shipment. With respect to custom Consumables (i.e Consumables made to specifications or designs made by Purchaser or provided to Seller by, or on behalf of, Purchaser), Seller only warrants that the custom Consumables will be made and tested in accordance with Seller's standard manufacturing and quality control processes. Seller makes no warranty that custom Consumables will work as intended by Purchaser or for Purchaser's intended uses.
- b. Warranty for Hardware.** Seller warrants that Hardware, other than Upgraded Components, will conform to its Specifications for a period of 12 months after its shipment date from Seller unless the Hardware includes Seller provided installation in which case the warranty period begins on the date of installation or 30 days after the date the Hardware was delivered, whichever occurs first ("**Base Hardware Warranty**"). "**Upgraded Components**" means Seller provided components, modifications, or enhancements to Hardware provided pursuant to the Base Hardware Warranty. Seller warrants that Upgraded Components will conform to their Specifications for a period of 90 days from the date the Upgraded Components are provided by Seller. Upgraded Components do not extend the Base Hardware warranty unless the upgrade was conducted by Seller at Seller's facilities in which case the upgraded Hardware shipped to Purchaser comes with a new Base Hardware Warranty.
- c. Exclusions from Warranty Coverage.** The foregoing warranties do not apply to the extent a non-conformance is due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation or Specifications, (ii) use that is an Excluded Use, (iii) improper handling, installation, maintenance, or repair (other than if performed by Seller's personnel), (iv) unauthorized alterations, (v) Force Majeure events, or (vi) use with a third party's good (unless the Product's Documentation or Specifications expressly state such third party's good is for use with the Product).

- d. Procedure for Warranty Coverage.** In order to be eligible for repair or replacement under this warranty Purchaser must (i) promptly contact Seller's support department to report the non-conformance, (ii) cooperate with Seller in confirming or diagnosing the non-conformance, and (iii) return the Product, transportation charges prepaid to Seller following Seller's instructions or, if agreed by Seller and Purchaser, grant Seller's authorised repair personnel access to the Product in order to confirm the non-conformance and make repairs.
- e. Remedy under Warranty.** Seller will, at its option, repair or replace non-conforming Product that is covered by this warranty provided that Seller can reasonably identify and confirm such non-conformance. The warranty period for repaired or replaced Consumables is 90 days from the date of shipment, or the remaining period on the original Consumables warranty, whichever is later. Hardware may be repaired or replaced with functionally equivalent, reconditioned, or new Hardware or components (if only a component of Hardware is non-conforming). If the Hardware is replaced in its entirety, the warranty period for the replacement is 90 days from the date of shipment or the remaining period on the original Hardware warranty, whichever is later. If only a component is being repaired or replaced, the warranty period for such component is 90 days from the date of shipment or the remaining period on the original Hardware warranty, whichever ends later. The preceding states Purchaser's remedy and Seller's obligations under the warranty.

## **8. Indemnification**

- a. Infringement Indemnification by Seller.** Subject to these terms and conditions, including without limitation, the Exclusions to Seller's Indemnification Obligations (Section 8(b) below), the Conditions to Indemnification Obligations (Section 8(d) below), Seller shall (i) defend, indemnify and hold harmless Purchaser against any third-party claim or action alleging that the Product when used in accordance with these terms and conditions, and in accordance with the Product's Documentation and Specifications infringes the valid and enforceable intellectual property rights of a third party, and (ii) pay all settlements entered into, and all final judgments and costs (including reasonable legal fees) awarded against Purchaser in connection with such infringement claim. If the Product or any part thereof, becomes, or in Seller's opinion may become, the subject of an infringement claim, Seller shall have the right, at its option, to (A) procure for Purchaser the right to continue using the Product, (B) modify or replace the Product with a substantially equivalent non-infringing substitute, or (C) require the return of the Product and terminate the rights, license, and any other permissions provided to Purchaser with respect to the Product and refund to Purchaser the depreciated value (as shown in Purchaser's official records) of the returned Product at the time of such return; provided that, no refund will be given for used-up or expired Consumables. This Section states the entire liability of Seller for any infringement of third party intellectual property rights.
- b. Exclusions to Seller Indemnification Obligations.** For the avoidance of doubt, Seller has no obligation to defend, indemnify or hold harmless Purchaser for any infringement claim to the extent such infringement arises from: (i)

use of the Product in any manner or for any Excluded Use, (ii) use of the Product in any manner not in accordance with its Specifications, its Documentation, or the rights expressly granted to Purchaser under these terms and conditions, (iii) use of the Product in combination with any other products, materials, or services unless the Product's Documentation or Specifications expressly state such third party's good is for use with the Product), (iv) use of the Product to perform any assay or other process not supplied by Seller, (v) Seller's compliance with specifications or instructions for such Product furnished by, or on behalf of, Purchaser, (vi) Purchaser's breach of any of these terms and conditions, or (vii) use of stand-alone third party goods that may be acquired or used with the Products (each of (i) – (vii), is referred to as an “**Excluded Claim**”).

**c. Indemnification by Purchaser.** Purchaser shall defend, indemnify and hold harmless Seller, its affiliates, their non-affiliate collaborators and development partners that contributed to the development of the Product, and their respective officers, directors, representatives and employees against any claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind (including reasonable recovery fees), including without limitation, personal injury or death claims, and infringement of a third party's intellectual property rights, resulting from, relating to, or arising out of (i) Purchaser's breach of any of these terms and conditions or (ii) any Excluded Claim.

**d. Conditions to Indemnification Obligations.** The parties' indemnification obligations are conditioned upon the party seeking indemnification (i) promptly notifying the other party in writing of such claim or action, (ii) giving the other party exclusive control and authority over the defense and settlement of such claim or action, (iii) not admitting infringement of any intellectual property right without prior written consent of the other party, (iv) not entering into any settlement or compromise of any such claim or action without the other party's prior written consent, and (v) providing reasonable assistance to the other party in the defense of the claim or action; provided that, the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

## **9. Payment Terms**

The price of the Product will be the price set out in the Seller's quote, or, if no price is quoted, the price set out in the Seller's published price list in force as at the date of shipment. Seller will invoice upon shipment. All payments are due within 30 days of the date of the invoice. All amounts due shall be paid in the currency found on the invoice. If payment is made by wire or other electronic funds transfer, Purchaser is solely responsible for any bank or other fees charged, and will reimburse Seller for any such fees. If any payment is not made by the due date Seller may exercise all rights and remedies available by law, including without limitation, suspending performance. Purchaser shall pay for all costs (including reasonable recovery fees) incurred by Seller in connection with the collection of late payments. Each purchase order is a separate, independent transaction, and Purchaser has no right of set-off against other

purchase orders or other transactions with Seller. Seller will determine payment terms on a per-order basis and may modify credit terms in its discretion. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

#### **10. Shipping Terms; Title and Risk of Loss**

Unless otherwise set forth in writing by Seller or otherwise agreed between the parties, all shipments are made DDP (Incoterms 2010) at the address designated by Purchaser at the time of ordering. In all cases, title (except for Software and third-party software) and risk of loss transfers to Purchaser when Product is made available at such address.

#### **11. Taxes**

Purchaser agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding and other taxes will be calculated based on both the tax rates in effect on the date of shipment and the ship to address for the Product. Any amounts for tax listed on a quotation, if any, are for reference purposes only and are not binding on Seller. All prices and other amounts payable to Seller are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of Product, all of which will be paid by Purchaser. In the event Seller is required by law or regulation to pay any such tax, duty, tariff or charge, such amount will be added to the purchase price or subsequently invoiced to the Purchaser. In the event Purchaser is required by law or regulation to deduct any such tax, duty, tariff or charge, such amount will be added to the purchase price or subsequently invoiced to the Purchaser.

#### **12. General**

- a. Applicability of Terms and Conditions.** These terms and conditions, including any terms in the Documentation, exclusively govern the ordering, purchase, supply, and use of Product, and prevail over any conflicting, amending and/or additional terms contained in any purchase orders, invoices, or similar documents all of which are hereby rejected and are null and void. Seller's failure to object to any such terms shall not constitute a waiver by Seller, nor constitute acceptance by Seller of such terms and conditions. Third party products may be subject to additional terms and conditions.
- b. Order Changes/Cancellations.** Orders for Products may not be changed or cancelled once placed. If Purchaser cancels an order, Purchaser forfeits to Seller any deposit paid related to such order.
- c. Governing Law/Dispute Resolution.** The governing law of these terms and conditions shall be the substantive law of Belgium. Any dispute or claim arising out of these terms and conditions or its subject matter or formation including its existence, validity or termination, shall be referred to and finally resolved by confidential binding arbitration conducted in the English language to be held in London England before one arbitrator appointed under

the rules of the London Court of International Arbitration (“**LCIA Rules**”) and administered under the LCIA Rules, which are deemed to be incorporated by reference into this clause. In all cases of arbitration hereunder each party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrator’s fees of arbitration; neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law; the decision of the arbitrator shall be final and binding on the parties, provided that, the arbitrator shall not have the authority to alter any explicit provision of these terms and conditions; judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Seller and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, including any terms in the Documentation.

- d. Representations and Warranties.** Purchaser is not an authorised dealer, representative, reseller, or distributor of any of Seller’s, or its affiliates’, products or services. Purchaser agrees, represents and warrants that it (i) is not purchasing the Product on behalf of a third party, (ii) is not purchasing the Product in order to resell or distribute the Product to a third party, (iii) is not purchasing the Product in order to export the Product from the country in which Seller shipped the Product pursuant to the ship-to address designated by Purchaser at the time of ordering (“**Ship-to Country**”), and (iv) will not export the Product out of the Ship-To Country.
- e. Remedies for Breach.** In addition to any remedies specified elsewhere under these terms and conditions, and any remedies available to Seller under law or in equity, Seller may, immediately upon notice to the Purchaser, do any, all, or any combination of the following in the event Purchaser breaches any of these terms and conditions: (i) cease performance, including without limitation, cease further shipments of Product, (ii) terminate the rights granted to Purchaser pursuant to Section 2 (Rights to Product Upon Purchase), (iii) terminate any service contracts then in effect for affected the Product, (iv) terminate any remaining product warranty for the affected Product, or (v) require Purchaser to immediately pay any unpaid invoices.
- f. Facility Requirements and Installation of Hardware.** Purchaser acknowledges that it is responsible for ensuring at Purchaser’s sole cost that its facility meets the site requirements for the Hardware. If the purchase of Hardware includes installation it will be completed within 30 days of delivery of all components of the Hardware and the facility meeting such requirements, including Purchaser’s reasonable co-operation.
- g. Service Contracts.** If a Seller extended service contract for Hardware is being provided then Seller’s standard terms and conditions for such service contract shall exclusively govern such extended service contract. Purchaser agrees that all service contracts are both personal to Purchaser and facility specific: services contracts cannot be transferred to a third party and may not be transferred to a new facility if the Hardware is relocated.



- h. Future Products.** Any future products and/or services (“**Unreleased Products**”) are subject to new part numbers, pricing, and specifications and the acquisition of Product hereunder is not in reliance on the availability of any Unreleased Products.
- i. Seller Affiliates.** Any actions or rights that may be performed or exercised by Seller may be performed or exercised by Seller itself or by any of its affiliates. By way of non-limiting example, Seller’s affiliates may carry out shipment, servicing, invoicing and receipt of payment. Except pursuant to this Section 12(i) no term of these terms and conditions is enforceable by a person or entity who is not a party to these terms and conditions. The Parties to these terms and conditions may rescind or terminate these terms and conditions or vary any of its terms without the consent of any third party.
- j. Force Majeure.** Seller shall not be in breach of these terms and conditions nor liable for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, any action taken by a government or regulatory authority, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller’s suppliers or subcontractors, transportation difficulties, interruption or failure of any utility service, raw materials or equipment, or Purchaser’s fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.
- k. Notices.** Any notice required or permitted shall be in writing and shall be deemed received when (i) delivered personally; (ii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (iii) 1 day after deposit with a commercial express courier that provides written verification of receipt.
- l. Assignment.** Purchaser shall not assign or transfer these terms and conditions or any rights or obligations, whether voluntary, by operation of law or otherwise, without the prior written consent of Seller; provided that, only notice to Seller and no consent shall be required for any assignment in connection with any change of control or the sale of all or substantially all of the stock or assets of Purchaser to a party that (i) agrees in writing to be bound by these terms and conditions, and (ii) is not a competitor of Seller or any of Seller’s business units or Seller’s affiliates. Seller may assign all or part of the right to payments. Any assignment or transfer made in contravention of the terms hereof shall be null and void. Subject to the foregoing, these terms and conditions shall be binding on and inure to the benefit of the parties’ respective successors and permitted assigns.
- m. Seller Information.** Seller may maintain and use a database of orders and account information pertaining to Purchaser for purposes of order processing, maintaining records, assisting with future orders of Purchaser, and compliance with applicable laws and regulations. Purchaser shall not disclose any terms of this transaction to any

third party without the prior written consent of the Seller, except as (and only to the extent) required by securities or other applicable law. Purchaser grants to Seller a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, right and license, with the right to sublicense, to use in any manner suggestions, ideas or comments provided by Purchaser to Seller related to the Products for the entire duration of protection of each of such suggestions, ideas or comments.

- n. Export Compliance.** The Products, any related technology, or information provided to Purchaser may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the export regulations and laws of another country). Notwithstanding anything to the contrary in these terms and conditions, Purchaser agrees not to use the Products in, or export or re-export the Products, any related technology, or information provided to Purchaser into any country or to any person or entity, or in any manner, in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
- o. Healthcare Law Compliance.** Purchaser acknowledges and agrees that as a healthcare company, Seller, and Seller's affiliates, may be required by applicable law and regulation (including codes of practice enforceable by law) ("**Healthcare Laws**") to disclose the existence of these terms and conditions, these terms and conditions including financial terms, and the subject matter. Seller agrees it, and its affiliates, will disclose the least amount of information as possible in order to comply with such Healthcare Laws.
- p. Waste Electrical and Electronic Equipment (WEEE) and Waste Industrial Batteries and Accumulators (WIBA) Compliance.** The Purchaser shall exclusively finance the collection and delivery of waste WEEE and WBA to the recycler's address specified by the Seller, as required by the Directive 2002/96/EC and applicable national law. This clause applies to all new electrical and electronic equipment (EEE) put on the market by the Seller after 13 August 2005 (known as new WEEE), as well as all EEE put on the market before 13 August 2005 (known as historic WEEE) which becomes waste as a result of a purchase of new EEE from the Seller after August 2005. If the Purchaser resells the EEE to a customer, the Purchaser will ensure that this clause in its entirety is included in the contractual arrangements governing the sale to the customer. The Purchaser agrees to indemnify and keep indemnified and hold harmless the Seller and ENVIRON (as the operator of B2BWEEE-Scheme) from and against all costs and expenses which ENVIRON or the Seller incurs or suffers, as a result of a direct or indirect breach or negligent performance or failure in performance by the Purchaser of its obligations in this clause. For further information regarding collection, treatment and recycling arrangements for waste industrial batteries, please contact your local Illumina sales representative.
- q. Miscellaneous.** Sections, titles and headings in these terms and conditions are for convenience only and are not intended to affect the meaning or interpretation hereof. Whenever required by the context, the singular term shall include the plural, the plural term shall include the singular, and the gender of any pronoun shall include all

genders. As used in these terms and conditions except as the context may otherwise require, the words “include”, “includes”, “including”, “such as”, “e.g.” or “example(s)” are deemed to be followed by “without limitation”, whether or not they are in fact followed by such words or words of like import, and “will” and “shall” are used synonymously. Except as expressly stated, any reference to “days” shall be to calendar days, and “business day” shall mean all days other than Saturdays, Sundays or a bank holiday recognised in England and Wales. Except as expressly stated in these terms and conditions, no right or license under any of Seller, or Seller’s affiliates, intellectual property rights is or are granted expressly, by implication, or otherwise. All references to days mean calendar days unless specifically stated otherwise. To the extent permitted by law, Seller may cease performance (including cancellation of any order outstanding) immediately without liability to Purchaser if Purchaser becomes the subject of a petition for winding up of the Purchaser or any proceeding relating to insolvency, receivership, administrative receivership, liquidation, company voluntary arrangement or scheme of arrangement with its creditors. These terms and conditions, including any terms and conditions in the Documentation, represent the entire agreement between the parties regarding the subject matter hereof and supersede all prior discussions, communications, agreements, and understandings of any kind between the parties. The parties acknowledge and agree that by entering into these terms and conditions, they do not rely on any statement, representation, assurance or warranty of any person or entity other than as expressly set out in these terms and conditions. Each party agrees that it shall have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions. Nothing in this Section shall exclude or limit liability for fraud. No amendment to these terms will be effective unless made in writing signed by both parties. No waiver of any right, condition, or breach of these terms and conditions will be effective unless in writing and signed by the Party who has the right to waive the right, condition or breach and delivered to the other Party. If any provision or part-provision hereunder is held invalid, illegal or unenforceable, it shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. The failure or delay of either party to exercise any right or remedy provided herein or to require any performance of any term these terms and conditions shall not be construed as a waiver and no single or partial exercise of any right or remedy provided herein or to require any performance of any term or the waiver by either party of any breach shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. Except as expressly provided in these terms and conditions, the rights and remedies of each party under these terms and conditions are cumulative and not exclusive of any rights or remedies provided by law or regulation. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. There are no third party beneficiaries to these terms and conditions.

**[End of terms and conditions]**