

This is a translation of the original General Terms and Conditions in German. In case of any discrepancy between this translation and the original, said original German version shall prevail.

## I. General Provisions

### 1. General Remarks

- 1.1. Viollier AG, domiciled in Allschwil, Switzerland, is a leading, family-run company operating in the laboratory medicine sector in Switzerland.
- 1.2. Viollier AG and the entities belonging to Viollier Group (hereinafter collectively referred to as "**Viollier**") provide all their respective services and sell the products offered by way of the v-shop® on the basis of these General Terms & Conditions ("**GTC**"). These GTC form an integral part of any offers and contracts between Viollier, on the one hand, and the patients and - in the area of reproductive medicine – the respective couples and the physicians, medical practices, hospitals and clinics acting on their behalf or in the context of the v-shop® in their own name (hereinafter – including the patients and couples – collectively referred to as "**Customer**"), on the other hand. They are applicable for the entire duration of the business relationship and also for future business and contracts of the same kind.
- 1.3. In case e-offers, including the online and app-based offers of Viollier (e.g. v-shop® or the electronic prescription of laboratory tests), are used, the E-Terms shall be applicable besides the GTC. In case of discrepancy the e-terms shall prevail over the GTC. In case of a discrepancy between the general and special provisions of these GTC, the special provisions shall prevail. For questions relating to the processing of personal data by Viollier, Viollier herewith refers to the Privacy Policy. Both the e-terms and the Privacy Policy can be reviewed on viollier.ch.
- 1.4. Viollier reserves the right to amend these GTC anytime. Only the GTC in their currently valid version shall be applicable.
- 1.5. Deviations from these GTCB must be in writing.

### 2. Modalities of the Provision of Services

- 2.1. Changes to the ways services are performed and the scope of services, in the product range of the v-shop® as well as the tariffs and prices may be made anytime and are herewith expressly reserved. All quoted prices are exclusive of value added tax.
- 2.2. The timeframes for the provision of services and for deliveries depend on their nature and extent. Urgent orders and special services will, upon the explicit wish of the Customer, be executed for separate compensation.
- 2.3. Viollier executes all services in compliance with applicable law and in accordance with the recognized state-of-the-art of science and technology. Viollier is accredited in accordance with EN ISO/IEC 17025 and ISO 15189 and certified with the "Good Priv@cy®" seal of quality.

### 3. Conditions of Payment

The net invoice amount (without deduction) shall become due within 30 days from the date of the invoice. In case of default Viollier shall be entitled to claim an interest of 6 %. Reminder fees and collection expenses shall be at the respective debtor's expense.

### 4. Secrecy

Viollier and the Customer are always obliged to keep confidential any and all information, documents and data which become known in the context of their contractual relationship(s).

### 5. Exclusion of Liability

Viollier shall not be liable for any damages caused to the Customer in the context of the provision of the services except for damages which have been caused by gross negligence or intentionally on the part of Viollier.

### 6. Intellectual Property and Rights to Work Results

All contents are protected by copyright and trademarks and are exclusively owned by Viollier. This does not apply to the copyright and trademark rights of third parties. Except as foreseen within the framework of the specific contracts, Customers shall not be entitled to make any further use of the any of the contents.

### 7. Applicable law and jurisdiction

- 7.1. These GTC and the contractual relationships entered into based thereon as well as all other relations between the parties shall be exclusively governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 7.2. The competent courts of Allschwil, Canton of Basel-Landschaft, Switzerland, shall have exclusive jurisdiction over all disputes in connection with the contractual relationships entered into based on these GTC between the parties.

## II. Special Provisions for Services Provided in the Laboratory Medicine Sector

- 1.1. If an order is placed by a physician, medical practice, hospital or clinic, such Customer expresses that he has been authorized by the respective patient to enter into the respective contract (including the present GTC) on such patient's behalf. The Customer also expresses that he has been duly authorized by the patient to authorize Viollier for the processing, use and disclosure of patient data according to figure 1.2 below. As far as genetic examinations in the medical field are concerned, the Customer, by placing the order, confirms that the examination has been ordered by a physician qualified therefor and that the legal provisions with respect to providing advice to the patient have been complied with.
- 1.2. Viollier may bring in third parties for providing services, if the respective service benefits from it, it is in the interest of the patient of if it is deemed appropriate and useful.
- 1.3. The Customer shall ensure that the orders placed on behalf of a patient can be clearly allocated to the respective samples (e.g. labeling of the samples). Any responsibility and liability of Viollier for a flawed labeling of the samples by the Customer is excluded.
- 1.4. Until the handover to Viollier or to the customer service, if such service is offered by Viollier, the Customer shall be exclusively responsible for the taking and the potential transportation of the sample to be analyzed. As of the physical handover to an employee of Viollier and until the delivery of the results Viollier shall be responsible for the sample.
- 1.5. Unless agreed differently, the invoicing for laboratory-based analyses will be made based on the then current "List of Analyses" which gets issued by the Federal Department of Home Affairs ([www.bag.admin.ch](http://www.bag.admin.ch)). Tariffs and tax point values for the respective services can be found in VioMecum ([viollier.ch/viomecum](http://viollier.ch/viomecum)). The other services of the laboratory medicine sector will, if applicable, be invoiced in accordance with Tarmed, or the compensation will be fixed by Viollier on a case-by-case basis. If the law or regulatory provisions do not expressly dictate the tariffs, the calculation is made based on the actual efforts and expenses or based on a separate agreement. In case of special sample treatments or in case of urgency, surcharges may be invoiced.

The invoice will be addressed, if not agreed to differently, to the patient ('système des tiers garant') or his health insurance ('système des tiers payant'). With the placement of the order the physician, medical practice, hospital or clinic express that they have informed the patient about the services provided by Viollier and the direct or indirect invoicing (health insurance, insurance carrier) by Viollier and that they have been authorized by the respective patient to place the order with Viollier on such patient's behalf.

- 1.6. In case of takeover of practices, resignations or other organizational changes, the respective physicians and medical practices are required to inform their patients and to obtain instructions as to who shall have access rights to the patient data stored at Viollier after the completion of the organizational change. Viollier changes the access rights only based on a written declaration of the then present holder of the access rights.
- 1.7. Patient data and results from oncology-related analyses will only be passed on to cantonal cancer registries upon a written declaration from the Customer confirming in writing that the patient has been briefed on the transfer of his data and that the patient has given his consent to the transfer by Viollier and / or the Customer to the competent cancer registry. Viollier reserves the right to decline the data transfer to a cantonal cancer registry and request that the Customer shall execute the data transfer without having to give any reasons for the refusal.

### III. Special Provisions for the v-shop®

#### 1. v-shop® in General

- 1.1. v-shop® is an order and delivery service for medical products and other goods (hereinafter jointly referred to as "**Products**") offered by Viollier.
- 1.2. Every written or electronically placed order constitutes an offer to Viollier to conclude a contract. Viollier reserves the right to refuse the conclusion of a contract and therefore the execution of orders. Consequently, the contract is only concluded upon receipt of the written confirmation of Viollier's acceptance of the order by the Customer, i.e. either in the form of a written order confirmation or a delivery note or an invoice from Viollier. If the Customer's order does not correspond to the order confirmation by Viollier, the written order confirmation shall be binding unless the Customer notifies Viollier in writing within 48 hours after receiving the confirmation.
- 1.3. The current information regarding the range of products and the corresponding prices, tariffs and costs of products published on viollier.ch (v-shop® section) shall always exclusively apply in each case. Any subsequent updates to the printed v-shop® catalogue shall be at the discretion of Viollier.
- 1.4. For orders, which are not placed via webshop (viollier.ch), an offline surcharge of 2% will be raised.
- 1.5. All orders are binding for the Customer. The cancellation of an order is generally excluded.
- 1.6. Until payment in full, products shall remain the property of Viollier.
- 1.7. Customers who work exclusively with Viollier in the laboratory medicine area will not be charged any additional fees. For deliveries to other Customers, Viollier can charge such customers a delivery surcharge of CHF 20.-. Viollier can decide about the type of delivery. Viollier has the right to partial deliveries without additional cost implications for the Customer. The delivery area includes Switzerland and the Principality of Liechtenstein exclusively.
- 1.8. Products ordered incorrectly are only taken back in their undamaged original packaging accompanied by the completed return notice. The return of medications and chilled goods is excluded.

- 1.9. The delivery periods given by Viollier are non-binding. If the timely delivery of the Products ordered is impossible due to difficulties in delivery, Viollier shall have the right to withdraw from the contract. Any liability of Viollier for the consequences of such a withdrawal from the contract as well as for the consequences of late delivery is excluded.

#### 2. Representations and Warranties, Liability for Product Defects

- 2.1. The warranty provisions of the manufacturer shall apply.
- 2.2. The Customer must inspect the completeness and condition of the products immediately upon receipt and notify Viollier of any deficiencies discovered and substantiate such deficiencies in writing within five days. Otherwise the customer accepts the delivery as complete and free of defects.
- 2.3. If a defect is notified and substantiated in due time, the warranty of Viollier shall be limited to the free-of-charge delivery of replacement goods free of defects. Only if a replacement delivery is not possible, the Customer may demand a reasonable reduction in price in case of minor defects, or in case of major defects, which rule out the intended use of a given product, the Customer may withdraw from the contract.
- 2.4. Any additional claims of the Customer are excluded. Viollier shall therefore not be liable for damages on the delivered product itself; in particular, Viollier shall not be liable for lost profits, consequential damages or any other financial losses of the Customer as well as for damages of third parties.

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