1. Definitions.

"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. "General Purpose Product(s)" means all Products other than Test Specific Products (e.g., an instrument that can be used with multiple test specific IVD Consumables). "Intended use" means Seller’s specific intended use of a Product as set forth in the intended use statement of the Documentation for such Product. "IVD Consumable(s)" means Seller branded reagents and consumable items labeled by Seller for human in-vitro diagnostic use that are intended by Seller to be consumed through the use of, IVD Hardware. "IVD Hardware" means Seller branded instruments, accessories, or peripherals that are labeled by Seller for human in-vitro diagnostic use. "IVD Software" means Seller branded software that is labeled by Seller for human in-vitro diagnostic use (e.g., IVD Hardware operating software, data analysis software). All IVD Software is licensed and may be subject to additional terms found in the IVD Software end use licence agreement. "Products(s)" means the item(s) acquired hereunder labeled by Seller for human in-vitro diagnostic use. Products may be IVD Hardware, IVD Consumables, or IVD Software. IVD Software may be embedded in or installed on IVD 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 authorized distributor or reseller. "Seller" means the Illumina entity selling the Product. The Seller is identified on the quotation, order acknowledgment or similar communication, is licensed to or Seller places the Product in effect on the date that the Product ships from Seller. "Test Specific Product(s)" means those Products that have a specific intended use set forth in its Documentation (e.g., an in-vitro diagnostic reagent kit whose Documentation includes an intended use statement stating that the Product is intended to be used for specific nucleic acid sequences, combination of nucleic acid sequences, diseases, or conditions).

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 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 calendar days, and “business day” shall mean all days other than Saturdays, Sundays or a bank holiday recognised in Denmark.

2. Rights to Products upon Purchase.

Subject to these terms and conditions, Purchaser is granted only a non-exclusive, non-transferable, perpetual, worldwide, non-sublicensable right under Seller’s (A) Core IP and Application Specific IP to use Test Specific Products only for the specific intended use set forth in the Test Specific Product’s Documentation, and (B) Core IP to use General Purpose Products only for the specific intended use set forth in the General Purpose Product’s Documentation and for Purchaser’s internal research use (which includes research services provided by Purchaser to third parties), in each of the preceding (A) and (B), only in Purchaser’s facility ("Permitted Rights"), specifically excluding any use that is (a) not in accordance with the Product’s Specifications or Documentation, (b) requires grants of rights or a licence to Application Specific IP (except in the case of a Test Specific Product, which comes with rights to certain Application Specific IP), (c) is a reuse of a previously used IVD Consumable, (d) to the extent otherwise permitted by law is the disassembling, reverse-engineering, reverse-compiling, or reverse-assembling of the Product, (e) to the extent otherwise permitted by law is the separation, extraction, or isolation of components of the Product or other unauthorized analysis of the Product, (f) to the extent otherwise permitted by law gains access to or determines the methods of operation of the Product, (g) is the use of non-Seller reagent/consumables with Seller IVD Hardware (does not apply if the Specifications or Documentation state otherwise), or (h) is the transfer to a third-party of, or sub-licensing of, IVD Software or any third-party software provided by Seller (each of (a) – (h) is referred to as an “Excluded Use”). All IVD Software, whether provided separately, installed on, or embedded in a Product, is licensed to the Purchaser under this license agreement for the first time and the first sentence of this Section is designed to and does alter the effect of the exhaustion of patent rights that would otherwise result if the sale was made without restriction. Except as expressly stated in this Section no right or licence under any intellectual property rights owned or licensed by the Seller or the Seller’s affiliates is or are granted, expressly, by implication, or by estoppel, to Purchaser.

“Application Specific IP” means the intellectual property rights owned by or licensed to Seller and Seller’s affiliates, as of the date the Product ships, 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). Application Specific IP excludes all Core IP. “Core IP” means the intellectual property rights owned or licensed by Seller and Seller’s affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (and use thereof) that are common to the Product in all applications and all fields of use. Application Specific IP and Core IP are separate, non-overlapping, subsets of intellectual property rights owned or licensed by Seller and Seller’s affiliates. By way of non-limiting example, Seller and Seller’s affiliates’ intellectual property rights for non-invasive pre-natal testing, for specific diagnostic methods, for specific forensic methods, and for specific nucleic acids, nucleic acid fragments, or combinations of biomarkers or sequences are examples of Application Specific IP.

Purchaser agrees that (i) actual knowledge by Seller, or Seller’s affiliates, that Purchaser is using Product in any manner or for any purpose other than expressly authorized herein does not (A) waive or otherwise limit any rights that Seller, or Seller’s affiliates, may have as a result of such use of the Product, including without limitation, any rights or remedies available under these terms and conditions and/or at law, (B) grant Purchaser a licence to any intellectual property rights owned or licensed by Seller or Seller’s affiliates whether by implication or otherwise with respect to such use of the Product, and (ii) any trade usage, course of performance or course of dealing between Seller and Purchaser, will not be used to interpret these terms and conditions.

Subject to the rights conferred hereunder to Purchaser with respect to Test Specific Products, Purchaser is solely responsible for determining whether Purchaser has all intellectual property rights that are necessary for Purchaser’s intended uses of the Product, including without limitation, any rights from third parties or rights from Seller, or Seller’s affiliates, to Application Specific IP (collectively “Other IP”). Seller makes no guarantee or warranty that Purchaser’s specific intended uses will not infringe the intellectual property rights of a third party or Application Specific IP of Seller or Seller’s affiliates.


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

a. Unauthorized Uses of Products. Purchaser agrees: (i) to use each IVD Consumable only one time, and (ii) to use only Seller’s consumables/reagents with Seller IVD Hardware. The limitations in (i)-(ii) do not apply if the Documentation or Specifications for the Product state otherwise. Purchaser agrees not to, nor authorise any third party to, use the Products as described in the Excluded Uses. Purchaser further 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.

b. Unauthorized Transfer of Products. Purchaser agrees not to sell, rent, lease, loan, transfer or assign or otherwise dispose of any IVD Hardware or component thereof containing IVD Software to any third party (“Unauthorized Transfer”) unless Purchaser erases or removes the IVD Software prior to such action. For the avoidance of doubt, Purchaser understands that, in the event of an Unauthorized Transfer, any rights to use the IVD Software granted to Purchaser by Seller and the Permitted Rights immediately cease, and the third party transferee will have no rights to use the IVD Software and no Permitted Rights. Additionally, in the event of an Unauthorized Transfer, any existing warranties for the IVD Hardware or IVD Software shall be void and of no effect, as of the date of such Unauthorized Transfer.

4. Regulatory.

Purchaser shall obtain and maintain all necessary licences and consents and agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of Product. If the Seller has affixed a CE Mark to the Product, the Seller warrants that it has complied with all applicable laws and regulations when affixing the CE Mark.

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 FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE PRODUCT, ITS USE, SELLER’S PERFORMANCE OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).
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), STRICT LIABILITY 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.

6. Limitations on Warranties. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTY MADE IN THESE TERMS AND CONDITIONS (AND ANY APPLICABLE MARKET’S NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCT FOR PURCHASER’S INTENDED USES.

7. Product Warranty. All warranties are personal to the Purchaser and may not be transferred, delegated, assigned, or otherwise conveyed, except that if Purchaser (i) transfers ownership of the Product to a third party, (ii) transfers title to the Product to a third party (including an affiliate of Purchaser), or (iii) merges with or into a third party, then the transferor is responsible for full performance of all warranties under this Section 7 through the end of the warranty term and will indemnify Purchaser for seller’s failure to do so.

b. Warranty for IVD Hardware. Seller warrants that IVD Hardware, other than Upgraded Components, will conform to its Specifications for a period of 12 months after its shipment date from Seller, or (ii) if such period is longer, the remaining period on the Original IVD Consumables warranty, whichever is longer. If the IVD Hardware is replaced in its entirety, the warranty period for the replaced IVD Hardware shall continue for the remainder of the warranty term for the replaced IVD Hardware. The warranty period is governed by the earlier of (i) the date of shipment of the IVD Consumables and (ii) the end of the warranty term for the IVD Consumables.

c. Exclusions from Warranty Coverage. The warranties provided in Section 7 do not apply to the extent a non-conformance is due to (a) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentations or Specifications, (b) improper handling, installation, maintenance, or repair (other than if performed by Seller’s personnel), (c) unauthorized alterations, (d) force majeure, (e) negligence, (f) use with a third party’s goods not provided by Seller, or (g) use with a third party’s goods not provided by Seller.

d. Procedure for Warranty Coverage. In order to be eligible for repair or replacement under the 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 authorized repair personnel access to the Product in order to confirm the non-conformance and make repairs.

e. Sole 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 nonconformance. The warranty period for repaired or replaced IVD Consumables is 90 days from the date of shipment, or the remaining period on the original IVD Consumables warranty, whichever is later. IVD Hardware may be repaired or replaced with functionally equivalent, reconditioned, or remaining period on the original IVD Consumables warranty, whichever is later. IVD Hardware must be repaired or replaced with functionally equivalent, reconditioned, or remaining period on the original IVD Consumables warranty, whichever is later. The preceding paragraph states Purchaser’s sole remedy and Seller’s sole obligations under the warranty provided.

8. Indemnification. 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 (A) Test Specifics, when used for the specific intended use set forth in its Documentation, and (B) the General Purpose Products, when used for the specific intended use set forth in its Documentation, or (c) Purchaser’s internal research use (which includes research services to third parties), 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 settled damages, expenses 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, Purchaser 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) return 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 shall be given for used-up or expired IVD Consumables. This Section states the entire liability of Seller for any infringement of third party intellectual property.

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 not in accordance with its Specifications, its Documentation, or the rights expressly granted to Purchaser under these terms and conditions, including without limitation, any use of the Product beyond the specific intended use set forth in its Documentation, (ii) use of the Product in combination with any other products, modification, or enhancements that were not provided by Seller, (iii) use of the Product to perform any assay or other process not supplied by Seller, (iv) Seller’s compliance with specifications or instructions for such Product furnished by, or on behalf of, Purchaser, (v) Purchaser’s breach of any of these terms and conditions, (vii) use of Seller’s equipment or products that may be acquired or used with the Products, or (vii) use of the Products in any manner or for any purpose that requires rights to Other IP (each of (i) – (vii), is referred to as an “Excluded Claim”).

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 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, (ii) Purchaser’s use of the Product in any manner or for any purpose other than as expressly authorized by Seller herein, including without limitation, any use of the Product beyond the specific intended use set forth in its Documentation, or (iii) 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 indemnifying party, (iv) not settling such claim or action without the other party’s written consent, and (v) providing reasonable assistance to the other party in the defense of the claim or action; provided that, the party receiving 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, Seller is solely responsible for any bank or other fees charged, and will reimburse Purchaser 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 attorneys’ 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 IVD 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 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 hereunder claimed or imposed by any governmental authority upon the sale of Product, all of which will be paid by Purchaser. In the event the 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 subsequently invoiced to the Purchaser. In the event Purchaser is required by law or regulation to deduct any such tax, duty, tariff or charge, the Purchaser shall gross up any payment to the Seller.

   a. Applicability of Terms and Conditions. These terms and conditions, including any terms in the Documentation, govern the ordering, purchase, supply and use of Product, and prevail over any conflicting, amending and/or additional terms, conditions or representations in any purchase order, contract, invoice or other documents of Purchaser. The parties may not modify or alter these terms and conditions except in writing signed by authorized representatives of both parties. These terms and conditions may not be amended by any oral representation or agreement or any course of conduct between Purchaser and Seller.
   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 related to such order.
   c. Governing Law. These terms and conditions, their interpretation, and the performance of the parties shall be governed by the laws of Denmark.
   d. Arbitration. Each party irrevocably agrees that, any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms and conditions, shall be determined by a single arbitrator appointed in accordance with the rules of the Danish Institute of Arbitration ("Rules") and administered under the 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, expenses, and attorney's fees and that which the arbitrator determines in any such arbitration is not subject to this arbitration clause.
   e. Representations and Warranties. Seller is not an authorised dealer, representative, reseller, distributor or licensor of any Seller's, or its affiliates', products or services. Purchaser agrees, and represents and warrants that it 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.
   f. 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 further performance, including without limitation, cease further shipments of Purchaser, return of any, all or part of the 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 Product, or (iv) terminate any remaining product warranty for the affected Product.
   g. Facility Requirements and Installation of IVD Hardware. Purchaser acknowledges that it is responsible for ensuring that Purchaser's site facilities meet the requirements for the IVD Hardware. If the purchase of IVD Hardware includes installation it will be completed within 30 days of delivery of all components of the IVD Hardware, and the facility meeting such requirements, including Purchaser's reasonable cooperation.
   h. IVD Hardware Compatibility. Due to the slower rate of updates to IVD Hardware, Purchaser's responsibility for ensuring that reagents and consumables may not be compatible with the IVD Hardware and IVD Software. Purchaser shall contact Seller’s technical support department prior to purchasing any Seller research use reagents and consumables for use with IVD Hardware and IVD Software.
   i. Service Contracts. If a Seller extended service contract for IVD 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.
   j. 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.
   k. Seller Affiliates. Any actions or rights that may be performed or exercised by Seller hereunder may be performed or exercised by Seller itself or by any of its affiliates. Notwithstanding anything to the contrary, no entity other than Seller shall have any rights or obligations under these terms and conditions.
   l. 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.
   m. 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.
   n. 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 other 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 bind on and inure to the benefit of the parties’ respective successors and permitted assigns.
   o. 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 the least amount of information as possible in order to comply with such laws.
   p. Export Compliance. The Products, any related technology, or information provided hereunder may be subject to export controls of 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 or any right or licence, with the right to sublicense, to use in any manner suggestions, ideas or comments provided by Purchaser to Seller related to the Products.
   q. 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.
   r. 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 WIBA 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 terms and conditions which require compliance, and all WEEE information and any recycling documentation and the buyer to provide and provide such documentation to the Seller, and the Seller will ensure that it is transferred to any third party without the prior written consent of the Seller. Notwithstanding anything to the contrary in these terms and conditions, the Seller does not include any provision for compliance with applicable laws and regulations 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 EEE in, or export or re-export, the EEE or any right or licence, with the right to sublicense, to use in any manner suggestions, ideas or comments provided by the Purchaser to Seller related to the EEE.
   s. Compliance. The Products, any related technology, or information provided hereunder may be subject to export controls of the 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 or any right or licence, with the right to sublicense, to use in any manner suggestions, ideas or comments provided by the Purchaser to Seller related to the Products.
recycling arrangements for waste industrial batteries, please contact your local Illumina sales representative.

s. Miscellaneous. Except as expressly stated in these terms and conditions, no right or licence 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. Seller may cease performance (including cancellation of any order outstanding) immediately without liability to Purchaser if Purchaser becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of 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. No amendment to these terms or waiver of any right, condition, or breach will be effective unless made in a writing signed by both parties. If any provision is held invalid or unenforceable, such provision 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 of either party to exercise any right granted 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. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties.