



**GTC – A PARTNERSHIP NEEDS FAIR RULES**  
**General Terms and Conditions of Maintenance and Repair of bioMérieux (Switzerland) SA**  
**("bioMérieux")**

Last updated: January 1, 2026

**1. Scope and applicable conditions**

- 1.1. These General Terms and Conditions apply to the provision of services by bioMérieux, including periodic maintenance, repairs and updates of software and firmware (collectively referred to as the "**Services**") of the equipment installed at the Customer's premises, including hardware, software and firmware covered by the Services in accordance with the respective service offering or the contract entered into between the parties ("**Products**"). Insofar as they do not expressly refer to service contracts, they also apply to all services ordered by the customer in individual cases.

The application of these General Terms and Conditions of Sale is expressly excluded in relation to the elimination of defects that bioMérieux must carry out in accordance with its General Terms and Conditions of Delivery and Payment (GTC).

- 1.2. The legal relationship between bioMérieux and the Customer, in particular the nature and scope of the Services, is governed by these Terms and, where applicable, by bioMérieux's offer specifically addressed to the Customer, whether it includes the supply or other transfer of equipment or has been prepared separately for the provision of the Services, as well as by the technical data sheet relating to the provision of the Services, which is sent or made available to the customer. By placing an order, the customer agrees fully and unreservedly to these General Terms and Conditions. In the event of any contradiction between the contractual documents, the following order of precedence shall apply: (i) the offer, (ii) these General Terms and Conditions, (iii) insofar as it contains contractual aspects, the service description and the technical data sheet.

These Terms and Conditions shall also apply to all future orders of services between the parties. They replace the provisions of any terms and conditions of sale of the Customer, which cannot be enforced against bioMérieux even if bioMérieux has not expressly objected to them in the individual case and even if it provides services in knowledge of deviating or conflicting provisions of the Customer.

- 1.3. Changes, additions and ancillary agreements to these General Terms and Conditions must be made in writing. bioMérieux reserves the right to modify these Terms and Conditions at any time if circumstances warrant it. Changes are deemed to have been accepted unless objected to in writing within 30 days of their notification to the customer. In the event of a dispute, the customer can terminate the business relationship with immediate effect, unless otherwise agreed.
- 1.4. Except as otherwise provided or required by law, (i) the terms "written" and "in writing" mean the representation or reproduction of words or symbols or other information in a form that is visible in any way, whether sent or transmitted in electronic form (e.g., by e-mail) or otherwise; and (ii) equally, the terms "signed" or "signature" include electronic signatures (e.g., e.g. DocuSign or Adobe Sign) and handwritten signatures exchanged in electronic form (e.g., B. PDF), each of which has the same legal effect, validity, and enforceability as an original handwritten signature.

**2. Order**

- 2.1. Customer inquiries regarding the provision of services are generally non-binding. Contracts are only binding when the Customer accepts the offer sent by bioMérieux to the Customer in writing (e.g. by email) or when the Customer agrees to receive the Services. Unless otherwise agreed in writing, bioMérieux's offers are valid for 4 weeks.
- 2.2. If the Customer changes the offer of bioMérieux, this is considered a new offer of the Customer, subject to the written acceptance by bioMérieux. bioMérieux is entitled to accept the offers of the Customer within two weeks. During this time, the customer remains bound by his offer.
- 2.3. In the event of necessary repairs for which the invoice amount does not exceed CHF 500.00, bioMérieux reserves the right to carry them out without prior order from the customer. In this case, the consent in this regard shall be deemed to have been given.

**bioMérieux (Switzerland) SA**



### 3. Approved products

- 3.1. bioMérieux will provide the Services provided for in the Offer or agreed between the Parties only for the Products purchased by the Customer from bioMérieux and, if a Service Agreement has been concluded in this regard, also for the Products that bioMérieux makes available to the Customer for use and for which the Customer meets the conditions set out in the Product Data Sheet ("**Approved Product**").
- 3.2. If a product has not been purchased from bioMérieux, or if the last service or servicing by the customer was 2 years or more ago, bioMérieux is entitled to subject the product in question to a suitability test. This suitability test is carried out on the basis of a separate offer, to which are added all (spare) parts, consumables and additional man-hours required to bring the product to a condition that meets bioMérieux's requirements. (Replacement)Parts and consumables will be billed at the current list price.
- 3.3. Once the work required in the tender has been completed, the product will be considered an approved product, provided that the conditions set out in the technical data sheet are met.

### 4. Remote maintenance

- 4.1. The provision of the Services is subject to the condition that, if technically feasible for the relevant system, bioMérieux may, at the Customer's discretion, provide a remote maintenance service during the Customer's normal working hours. In any case, the customer undertakes to provide telephone support or allow a remote connection for troubleshooting before carrying out repairs on site. By concluding a service contract, the customer agrees to the installation and maintenance of access via the software offered by bioMérieux for this purpose ("**remote maintenance software**"), currently VILINK®.
- 4.2. To this end, bioMérieux grants the Customer non-exclusive, non-transferable and limited access to VILINK® ("**VILINK**") solely for the purpose of using bioMérieux's remote maintenance services to assist the Customer in the context of the agreed services:
  - Product Support. bioMérieux may remotely access the Products to (i) analyze, troubleshoot, diagnose, or resolve errors or performance issues, and (ii) provide training and support to customers. Any remote access via VILINK can only be initiated with the express permission of the customer.
  - Operational data management. bioMérieux may collect non-personal operational or technical data relating to the use or performance of the Product in order to monitor the performance of the Product and for other related analytical, statistical or benchmarking purposes. bioMérieux may use this non-personal information (i) to improve or expand its range of goods or services, (ii) for research and development related to new products, features, or services, and (iii) for other internal business and operational purposes.
  - Provision of software updates. bioMérieux may provide patches, modifications, improvements, corrections and/or security enhancements to the Software ("**Updates**"). bioMérieux's obligation under this section is limited to the remote delivery of product updates. bioMérieux will inform the customer in advance of a corresponding update. The customer is responsible for installing updates on the product.

### 5. Spare parts

Provided that the agreed service includes all the necessary spare parts, bioMérieux may decide to provide new or refurbished parts for repairs that comply with the applicable standards and quality requirements. All parts removed during maintenance or repair become the property of bioMérieux.

### 6. Services not covered by a service contract

Unless otherwise agreed in writing, the Services and any other services in a Service Agreement do not include the interventions performed by bioMérieux, including travel, labor and spare parts costs, necessary in this context (which are subject to additional costs) to correct product malfunctions related to or resulting from:

- Error, negligence, misuse in the operation or handling of the Products by the Customer or a third party, or the use of the Products for anyone other than the one for whom they are intended;
- the failure or inability of the Customer to provide a suitable environment for the Products or to

adequately provide all technical conditions and equipment required in accordance with bioMérieux's installation instructions, such as adequate electrical connections, air conditioning and humidity controls;

- the Customer's failure or inability to maintain the Products in accordance with the Customer's maintenance requirements as set forth in the Product Manuals;
- any repair, maintenance or modification of the Product, or any attempt to do so by any person not authorized with the prior written consent of bioMérieux;
- the connection of devices intended to serve as accessories that bioMérieux has not expressly designated as compatible with the Products, but which are nevertheless mechanically or electronically connected to the Products;
- the provision of a service and/or support/assistance on a LIS interface provided by bioMérieux (unless bioMérieux has agreed in writing);
- the use of software not provided by bioMérieux and the consequences of its use or damage caused by malware introduced or activated by the Customer, i.e. software that was not present on the Customer's system when the risk associated with the Product was transferred to the Customer; The same applies in the event of contamination (in particular of the Customer's equipment or computer facilities) due to the incompatibility of the Software with the Customer's hardware;
- any unauthorised movement of the products if this results in additional costs for bioMérieux;
- accidents or disasters, including, but not limited to, fire, flood, water damage, storms, lightning, earthquakes, power outages, or power surges; and
- significant contamination of the products.

## **7. Obligations of the customer**

7.1. With regard to the Customer's IT environment and the software used, the Customer undertakes:

- Back up the data regularly at application-appropriate intervals, at least once a day, so that it can be restored with reasonable effort. The Customer acknowledges that this obligation is a material contractual obligation;
- provide all necessary information about the technical characteristics of Customer's IT environment, including Customer's hardware and hardware, software, and network infrastructure ("**Customer System**"). The Customer is obliged to establish and maintain, at its own expense and at all times, secure access to the Internet that allows bioMérieux to connect to the remote maintenance software and prevent unauthorized third parties from accessing the Customer System. It is the Customer's responsibility to protect the software provided by bioMérieux from risks such as malware;
- validate the installation of the remote maintenance software and other software or software updates or upgrades and confirm their validity to bioMérieux. bioMérieux provides Customer with access to the qualification procedures that allow Customer to qualify the Customer System after Customer has installed and updated its antivirus and critical security updates for the operating system; and
- comply with the user manual and bioMérieux's instructions regarding the software, in particular the remote maintenance software and the work steps required during a remote maintenance session.

7.2. With respect to the Products, including the equipment and materials used by the Customer, the Customer takes responsibility to:

- ensure that the Products, including the Software, are used in accordance with bioMérieux's instructions and recommendations and that the environmental conditions required for the Products are respected;
- to ensure that the controls, inspections and maintenance measures to be carried out by the customer are carried out in a timely and regular manner;
- take all necessary precautions to protect the Products, their data and/or software and hardware, as well as the Customer system, including against possible malware circulating on the Internet and against unauthorized intrusion and/or vandalism;
- to ensure that the products are maintained by qualified personnel trained in their maintenance

and not to carry out maintenance or repairs, directly or indirectly, through third parties, without the express authorisation and training of bioMérieux;

- use reagents, consumables and other materials such as detergents necessary for the proper functioning of the products and approved by bioMérieux;
- to provide bioMérieux's employees and representatives, where necessary, with access to the Products and to allow access to and use of all the Customer's machinery, accessories and other equipment necessary for the provision of the Services, during the Customer's normal working hours and during any intervention;
- meet or cancel the appointments agreed with bioMérieux with at least 24 hours' notice in writing (including by email), failing which 50% of the price of the other services or, in the case of a service contract, a reasonable lump sum will be payable for bioMérieux's unsuccessful efforts.
- to ensure that the users of the products are available during the interventions to communicate with bioMérieux's technicians and provide them with all the information about the problems encountered; and
- To ensure the safety of bioMérieux's personnel and representatives at the customer's premises, to implement and comply with the necessary protective measures and, in particular, to clean and disinfect products that come into contact with patient samples and other potentially infected materials, in accordance with the standard procedures recognized prior to bioMérieux's intervention.

## 8. Remuneration

- 8.1. The Customer is obliged to pay the remuneration for the services as agreed in the offer or contract for certain services. The amount of VAT shall be waived, if applicable, in addition to the agreed remuneration.
- 8.2. The remuneration for services that are not included in the scope of services according to these General Terms and Conditions ("**Other Services**") is based on the prices applicable at the time of the order. Upon request, bioMérieux can provide the customer with a copy of the price list in force at any time.
- 8.3. Unless otherwise agreed in writing, the remuneration for the services is to be paid in advance for the corresponding contract year or after the other services have been provided within 30 days from the date of invoice without deduction. The payments made by the customer are only considered to have been made from the time when bioMérieux can dispose of the amount. Any complaint must be communicated to bioMérieux within ten (10) working days (Monday to Friday, excluding public holidays) of receipt of the invoice. The customer must ensure that he is able to receive and process electronic invoices in accordance with the applicable requirements.
- 8.4. The provision of the Services at the agreed rate requires that bioMérieux installs the Remote Maintenance Software and can access it (with the Customer's consent) at any time via the Remote Maintenance Software ("**VILINK Implementation**"). If for any reason the VILINK implementation is unavailable at the time of system installation or at a later date during the term of a Service Agreement or at the expiration date of a service ordered on a case-by-case basis, including but not limited to the fact that the Customer has not updated the remote maintenance software or has not allowed access upon request. For the purpose of providing the service, the prices of the service for the product in question shall be increased by 20%. In the case of services ordered on a case-by-case basis, the increased price will be invoiced in all cases where the VILINK implementation<sup>®</sup> is missing. The following regulations apply to service contracts: If the VILINK implementation<sup>®</sup> fails within a contract year, the increased price of the service will be invoiced together with the next service fee to be paid in advance for the respective product. If Customer reimplements VILINK<sup>®</sup> during a Service Year and maintains the VILINK implementation<sup>®</sup> for the remainder of the year, the prices for the Services for that Product will be reduced again when the Service Fee for the next Service Year is invoiced in advance.
- 8.5. In the event of late payment, default interest of 5% per annum, calculated from the due date of the payment in question, as well as a flat-rate recovery fee of CHF 50, will be charged. bioMérieux reserves the right to assert further damage caused by delay.

Without prejudice to the foregoing, in the event of non-payment of a single instalment by the Customer, non-compliance with the terms of payment, or in the event that bioMérieux considers

that the Customer's financial situation poses a risk for the recovery of its debts, bioMérieux further reserves the right to:

- immediately withdraw all payment facilities and special terms and conditions granted,
- suspend or terminate an ongoing Service Agreement without notice or compensation, and/or
- to demand immediate payment of the entire outstanding balance.

8.6. If the amount paid by the customer exceeds the invoice amount and bioMérieux has to refund the difference between the customer's overpayment and the invoice amount, bioMérieux will charge a processing fee of CHF 50.

#### **9. Adjustments to the price of services**

Unless otherwise agreed in writing, the applicable remuneration for the services of a Service Contract shall increase by 1.9% annually at the beginning of each Contract Year and by 8% per year from the 6th year following the commencement of the Service Contract Term.

#### **10. Subcontractors**

bioMérieux is entitled to use carefully selected subcontractors for the provision of the Services in accordance with these General Terms and Conditions and to ensure that they are obliged to comply with the provisions of the Data Protection Act and to adopt the appropriate technical and organisational measures provided for in Article 15.2.

#### **11. Warranty**

11.1 Warranty rights for spare parts used in connection with the services and other services expire within 12 months after installation of the component. Warranty claims for services and other services provided expire within 3 months of the performance of the service.

11.2 The exercise of the customer's right to warranty requires compliance with its inspection and complaint obligations under the law and these General Terms and Conditions.

11.3 In the event of defects in the spare parts, the repair will be carried out, at bioMérieux's option, by supplying a new, compliant spare part or by remedying the defect. bioMérieux reserves the right to refuse to remedy a defect if bioMérieux reasonably determines that the spare part meets the expected characteristics. bioMérieux is entitled to make several attempts to remedy defects at its own discretion. If these attempts fail, bioMérieux supplies a new, compliant spare part. The defective spare part becomes the property of bioMérieux and must be returned to bioMérieux.

11.4 The customer is obliged to provide bioMérieux with the time and resources necessary to remedy the defect, in particular by making available for inspection purposes the products affected by the defective spare part that is the subject of the complaint.

11.5 The costs necessary for the assessment of the defective part and the rectification of the defect, in particular the costs of transport, travel, labor and materials (with the exception of the costs of disassembly and installation), will be borne by bioMérieux if there is a defect. Otherwise, bioMérieux may claim reimbursement from the Customer for the costs incurred as a result of the unjustified demand for the removal of the defects (in particular inspection and transport costs), unless the absence of the defect was not apparent to the Customer.

11.6 The customer's right to claim further damage or reimbursement of costs incurred by the customer as a result of the defect exists only within the limits of section 12 and is otherwise excluded.

In addition, the warranty action for spare parts against bioMérieux is excluded if the defect is due to use that does not comply with bioMérieux's technical data sheet or instructions for use, or in breach of the customer's obligations under these General Terms and Conditions.

11.7 The above warranty and the warranty in the event of hidden defects are the only warranty rights offered by bioMérieux and accepted by the customer to the exclusion of any other written or oral, express or implied warranty.

#### **12. Liability**

12.1. bioMérieux is liable for all damages – regardless of the cause – that are based on intent or gross negligence on the part of bioMérieux. In the event of simple negligence, bioMérieux will only be liable in the following cases (subject to a less stringent liability standard under the law or an

exclusion of liability set out here, in the quotation or in a specific service contract):

- (a) for damage resulting from negligent injury to life, limb or health;
- (b) for damages resulting from the material breach of a material contractual obligation (i.e. an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the compliance with which the customer regularly relies and can rely);
- (c) any liability that cannot be excluded or limited under applicable law.

In any event, bioMérieux's liability for loss or damage under clause 12.1 (a) or (b) shall be limited (i) to direct damages, except for special, indirect, consequential or incidental damages, such as loss of profits or loss of data, and (ii) limited to the compensation paid by the Customer to bioMérieux for the Services in the year preceding the occurrence of the damage.

- 12.2. The limitations of liability resulting from Section 12.1 shall also apply in the event of breaches of duty by or for the benefit of persons for whom bioMérieux is responsible under the statutory provisions. They do not apply to the extent that bioMérieux has fraudulently concealed a defect or has assumed a special guarantee in writing for the quality of the products or services, as well as to the customer's claims under the Product Liability Act.
- 12.3. In the event of a breach of an obligation that does not constitute default within the meaning of these General Terms and Conditions, the Customer may only terminate the contract in accordance with Clause 16.2.
- 12.4. In the event of data loss attributable to bioMérieux, bioMérieux is not obliged to restore the data to the extent of the efforts made by the Customer to secure the data in accordance with clause 7.1. In particular, bioMérieux shall not be liable for any difficulties, malfunctions, incidents, breakdowns, accidents or claims, of any kind, caused by:
  - failure by the customer to comply with the user manuals and/or installation instructions provided by bioMérieux;
  - the transmission of false, incomplete and/or non-compliant information relating to the Customer System;
  - the failure or giving of incorrect, incomplete and/or non-compliant instructions by the Customer;
  - negligence or improper actions of the Customer's User Personnel resulting in a partial or total malfunction of the Remote Maintenance Services;
  - connecting/disconnecting, adding or removing equipment without prior consultation with bioMérieux, in particular if this results in a partial or total malfunction of the remote maintenance services;
  - Modifications, modifications or configurations of the Customer system that interfere with the use of the remote maintenance software;
  - performance, stability and/or connection errors of any kind related to interactions between the remote maintenance software and the customer system, including the use of the Internet;
  - Incidents resulting from the exploitation of security vulnerabilities in the Customer's system by third parties (in particular, attacks or software viruses that cause partial or total malfunctions);
  - Modify, configure or delete the customer system without prior written consultation with bioMérieux.
  - connecting/disconnecting, adding or removing computer hardware without the prior consent of BioMérieux and the possible consequences that may result, such as the partial or total interruption of remote maintenance services.
- 12.5. Customer remains solely responsible for any malfunction or difficulty of any kind that may occur in its computer system, equipment, networks, or software, including the Customer System, including any configuration error or vulnerability in the security policies of the components of the Customer System, as well as any defects or difficulties of any kind that may occur in the Customer System, products, network or remote maintenance software.

### 13. Force majeure

bioMérieux shall not be liable for any damage, loss, delay or failure in the provision of the Services caused by a force majeure event of bioMérieux, such as governmental action or restrictions, failures of means of communication, failures, shortages or interruptions in the supply of energy,

including electricity, strikes, fires, explosions, thefts, riots, floods, wars, extreme weather conditions, epidemics or Pandemics or other causes beyond the control and control of bioMérieux. bioMérieux is exempt from its obligation to provide the Services for the duration of a disruption related to a force majeure event to the extent of its impact.

#### **14. Confidentiality**

Each party undertakes to treat confidentially the confidential information of the other party, in particular the trade and trade secrets of the other party, which are disclosed to them in the course of their business relationship. Each party will use any disclosed Confidential Information only to the extent necessary to provide or obtain all of the services covered hereunder, including the Services, and will not disclose such information to any third party without the prior written consent of the other party, except as permitted herein. This provision does not apply to confidential information (i) which was demonstrably already independently known to the recipient at the time of disclosure or which is subsequently brought to the attention of a third party without violating a contractual obligation, statutory provisions or other confidentiality obligations, or (ii) which must be disclosed due to legal obligations or pursuant to a court or administrative order.

#### **15. Processing of personal data**

##### **15.1. Processing of the customer's personal data by bioMérieux as data controller**

As part of the contractual relationship between the parties, bioMérieux and bioMérieux's affiliates process certain personal data, in particular those of the customer's employees and representatives (names and professional contact details, including postal and email addresses, landline and mobile phone numbers of natural persons and their position), which necessary for the conclusion, performance and termination of the contract, in accordance with the applicable data protection laws, in particular the Federal Act of 25 September 2020 on Data Protection (FADP) and its Implementing Regulation of 31 August 2022 (FADP) and, where applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement General Data Protection Regulation (GDPR). For more information on data processing and a form to exercise your rights, please visit: [bioMérieux Schweiz SA, Privacy Policy FR](#); [bioMérieux Schweiz SA, Privacy Policy EN](#). To exercise their rights, data subjects may contact bioMérieux's Data Protection Officer (DPO) at the following email address: [privacyofficer@biomerieux.com](mailto:privacyofficer@biomerieux.com)

##### **15.2. Processing of personal data by bioMérieux as a processor – Subject: Customer and patient data**

As part of the Services, in particular the services (warranty or maintenance) on the Device or remote maintenance, the Customer, as Data Controller, may grant bioMérieux, as a Data Processor, access to certain personal data of patients for a limited period of time, if this is necessary for the provision of the Services.

To the extent that bioMérieux, as a subcontractor, processes personal data of the customer or the customer's patients within the framework of the contractual relationship with the customer and on behalf of the customer (e.g. in the context of the service relationship, warranties, maintenance or quality control of the systems sold), bioMérieux undertakes to process such personal data in accordance with (i) the regulations applicable to processors, (ii) the customer's documented instructions, and (ii) solely for the purpose of providing the services agreed between the parties. The parties will also, where necessary, comply with the provisions of Art. 28 GDPR on the initiative of the Controller.

bioMérieux ensures that its own subcontractors, including its affiliates who have access to personal data, take technical and organizational measures aimed at ensuring the security, confidentiality, integrity, availability and traceability of all customer data processed. bioMérieux may only transfer, store or process personal data in countries where it or its subcontractors have branches or facilities, provided that the requirements of the FADP and/or the GDPR for cross-border transfers are complied with. If bioMérieux transfers or makes available personal data to countries that do not provide an adequate level of data protection within the meaning of the FADP and/or the GDPR, it must take appropriate technical, organisational and/or contractual measures to ensure an adequate level of data protection in accordance with applicable laws (e.g. entering into standard contractual clauses with data recipients adopted by the EU and regulated by the Swiss Federal Data Protection Authority). and the Information Officer, and have been necessarily

amended to comply with the FADP and/or the GDPR. The parties agree to provide each other with all reasonable assistance and assistance necessary to enable each party to perform its obligations under applicable laws and this Agreement. Upon reasonable notice, the Customer may monitor bioMérieux in relation to the processing of personal data under this Agreement in order to determine compliance with applicable laws and these Terms and Conditions. bioMérieux ensures that its subcontractors agree to be controlled by the customer to the same extent as bioMérieux. In the event of a personal data breach within the meaning of the applicable laws, bioMérieux will immediately notify the customer, indicating the nature of the breach, its consequences and the measures planned or taken to limit the damage. For information on the transfer of data by bioMérieux, please refer to the Privacy Policy referred to in Article 15.1. For a list of subcontractors who provide services to other companies in the bioMérieux Group, as well as their location, please visit <https://www.biomerieux.com/en/data-processors-list>.

#### **16. Contract term, termination of service contracts**

- 16.1. Service contracts are valid from the date specified in the quotation, but no later than the date of installation of the respective equipment at the customer's site, for the duration specified in the quotation. They will automatically renew for one (1) additional year unless terminated in writing with three (3) months' notice prior to the end of the Term.
- 16.2. If either party breaches any of its obligations under this Agreement without remedying it within a period of 20 (twenty) days from the written notice of the breach by the other party, the other party shall have the right to terminate this Agreement at the end of the 20 (twenty) day period. bioMérieux also has the right to terminate the contract with immediate effect if, in bioMérieux's opinion, there is a risk of non-payment due to the customer's financial situation.

#### **17. Applicable law, competent jurisdiction**

- 17.1. These General Terms and Conditions and the contractual relationship between bioMérieux and the Customer shall be governed by and construed in accordance with substantive Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of private international law.
- 17.2. The ordinary courts of the Canton of Geneva shall have exclusive jurisdiction to settle any dispute, controversy or claim arising directly or indirectly from the contractual relationship between the parties, in particular with regard to its validity, invalidity, infringement and/or termination.

#### **18. Miscellaneous**

- 18.1. Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions or agreements.
- 18.2. The Customer may not assign or transfer this Agreement or any related rights or obligations to any third party without the prior written consent of bioMérieux.
- 18.3. The customer can only invoke set-off or the exception of non-performance if the claim has been legally established or is undisputed. In addition, the Customer can only assert the defence of non-performance to the extent that his counterclaim is based on the same legal relationship.