

## GENERAL CONDITIONS OF SALES AND DELIVERY

### 1. General

1.1 These General Terms and Conditions of Sales and Delivery (the "Conditions") shall apply to all sales of products and related service transactions (the "Products") between SSI Diagnostica A/S ("SSI") and Buyer. Different conditions or reservations of the Buyer are binding only if expressly acknowledged in writing by SSI.

1.2 The Conditions shall remain in force even in individual cases where they are not enclosed, but have been brought to the Buyer's attention.

1.3 Offers (in particular as found in price lists, brochures, the internet etc.) are non-binding to SSI.

1.4 All agreements (except for these Conditions) and legally relevant declarations by the contracting parties are valid only if agreed in writing. In the event of conflict between contractual provisions agreed in writing and these Conditions, the contractual provisions shall prevail.

### 2. Execution of Contract

2.1 A contract for the sale and purchase of the Products (the "Contract") shall only be valid upon written acknowledgement by SSI (the "Order Acceptance") and/or upon the issuance of an invoice to Buyer.

2.2 Deviations from the order in the Order Acceptance or invoice shall become an integral part of the Contract unless disputed in writing by the Buyer within five (5) business days of receipt of the Order Acceptance or invoice. SSI reserves the right to correct simple invoicing errors.

### 3. Scope and Pricing of Products Supplied

3.1 Sales are at the quantities and prices as set out in the Contract.

### 4. Terms of Delivery

4.1 Delivery shall be EXW (Ex-Works) (Incoterms 2010), unless otherwise agreed in accordance with 2. above and shall occur on the date set out in the Order Acceptance.

4.2 Deviations from the above term of delivery must be expressly stated in SSI's Order Acceptance or invoice.

4.3 In the event of late delivery the Buyer shall have no right to indemnity or additional performance. The Buyer shall not have the right to withdraw from the Contract.

4.4 If SSI is unable to deliver on time or at all due to events beyond its control (force majeure) occurring at SSI or its suppliers, SSI shall have the right to withdraw from the Contract in whole or in part. In particular, SSI reserves the right to effect partial deliveries.

### 5. Passage of Risk and Title

5.1 Title and risk shall pass to Buyer upon the earlier of: 1) disposal of the goods at the agreed place of disposal or delivery; or 2), the designated delivery date, if disposal or delivery failed to occur due to circumstances of the Buyer.

5.2. Notwithstanding delivery, the ownership of the Products remains vested in SSI until receipt of Buyer's full payment. In case of lack of payment, in whole or in part, or if SSI reasonably may anticipate Buyer's inability to make timely payment: 1) Buyer shall, at its risk and expense, return the Products upon demand of SSI; or, 2) if said return does not occur within a reasonable time or is otherwise impracticable, SSI may, at Buyer's full risk and expense, use any means to resell the Products or to recover them or any sum outstanding. These rights are without prejudice to SSI's other rights herein, at law and otherwise.

### 6. Inspection and Acceptance of Shipments

6.1 Buyer shall immediately upon receipt carry out a thorough inspection of the delivered Products and shall notify SSI without delay and in any event within 3 (three) working days if any of the Products does not visibly conform with the specifications of the Products and to these Conditions, including but not limited to damages due to temperature. Buyer shall notify SSI of any other quality related issues immediately and in any case within 30 (thirty) days from the date of receipt. SSI disclaims any and all liability and Buyer waives all rights of recovery if Buyer fails to make a valid claim as described above, or fails to make such a claim for defects or problems that it reasonably should have detected.

### 7. Use of the Products

7.1 Unless expressly designated in writing as intended for use by consumers, the Products are intended only for professional use, including and limited to laboratory or healthcare use.

7.2 Buyer shall, in any resale or other distribution of the Products, ensure that all relevant information accompanies them, including but not limited to safety information, and shall, at its own risk, secure in SSI's favour all limitations of liability found herein. If Buyer fails to do so, Buyer shall hold harmless and indemnify SSI for any claim against SSI.

7.3 Unless otherwise agreed delivered Products and packaging cannot be returned to SSI.

### 8. Records

8.1 Buyer shall maintain records for the Products as required by law, custom and practice, such that SSI at any time may easily track and recall the Products.

### 9. Recall of Products

9.1 SSI may recall the Products at any time for good cause. Both parties shall use their best efforts in executing a recall of the Products. The party whose error or omission caused the recall shall bear all reasonable costs. If SSI caused the recall, it shall, at its discretion, provide replacement of the Products or refund the purchase price. This section 9.1 comprises Buyer's exclusive, aggregate remedies involving recall.

9.2 Buyer shall obtain all licenses and exchange control and other official approvals necessary for the import, distribution and usage of the Products; failure to do so shall not discharge Buyer of any duties herein.

### 10. Terms of Payment

10.1 Buyer shall at its expense make full payment in the invoiced currency by SWIFT wire transfer, within 30 (thirty) days of the date of the invoice, to:

Sydbank  
Storegade 18  
DK-6200 Aabenraa  
Account no.: 8072  
1029280  
IBAN: DK148072 0001029280  
SWIFT (BIC) address:  
SYBKDK22

Approved payment not in Danish kroner (DKK) shall be at the DKK exchange rate published by the Danish National Bank on the due date.

10.2 SSI may collect accrued interest on all overdue sums at the maximum rates permitted by law, and recover all costs and late fees involved in obtaining payment of said sums, including but not limited to, a 100 DKK charge added to all reminders for payment.

10.3 SSI's duty of sales and delivery herein is expressly conditioned on Buyer's full performance of its duties of timely payment under these Conditions.

10.4 Buyer shall have no pledge or lien on the property of SSI.

### 11. Limited Warranty and Limitation of Liability

11.1 SSI warrants that the Products are manufactured according to general industry standards and SSI's written specifications, including but not limited to specifications describing the Products and instructions for the Products' use (the "Warranty"). In case of defects or other non-conformity, SSI may at its discretion either replace the defective or non-conforming Products or reimburse Buyer for an amount equaling the purchase price paid for the defective or non-conforming Products in question. This Warranty is the sole warranty provided as regards the Products, replacing and superseding all other warranties, whether express or implied by law, trade, custom, or otherwise, and the remedies described herein are the exclusive remedies of Buyer in case of defects or non-conformity.

11.2 Recovery under the Warranty is subject to Buyer proving actual loss, SSI's breach of the Warranty, and demonstrating that Buyer stored, transported, handled and used the Products in accordance

with all SSI specifications and other written and oral instructions, as well as with all relevant laws, rules and guidelines and with general industry standards.

**11.3** To the extent permitted by law, SSI shall, regardless of cause, have no liability for damage to Buyer's or a third party's property or for losses relating thereto.

**11.4** Notwithstanding the above, SSI shall have no liability for any loss or damage arising from or related to side-effects caused by the Products but generally deemed as reasonably acceptable under the relevant circumstances, whether or not a side effect was known or foreseeable, and including but not limited to side effects warned of in SSI's written information. Buyer waives all such claims.

**11.5** SSI shall in no event, regardless of cause, be liable for any indirect, special, punitive or consequential losses or damages, including but not limited to loss of profit, loss of business, and legal costs or fees, regardless whether such losses or damages are suffered by Buyer or a third party. For the avoidance of doubt this limitation of liability shall apply regardless the basis on which such losses or damages are based, including but not limited to delay, defects, product liability, professional liability, contract, warranty and tort.

**11.6** In respect of all third party claims, including but not limited to negligence, death or personal injury, Buyer shall, to the extent permitted by law, hold harmless and indemnify SSI fully against any and all claims, costs and fees exceeding SSI's relevant limits of liability expressed elsewhere herein.

## **12. Law and Jurisdiction**

**12.1** As permitted by law, SSI and Buyer waive all international trade provisions, even as enacted into law.

**12.2** These Conditions shall be governed and construed in accordance with the laws of Denmark, except for any provisions on choice of law.

**12.3** Any dispute, controversy or claim arising out of or in connection with these Conditions, including any questions regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the "Rules of Procedure of the Danish Institute of Arbitration" ("Danish Arbitration"), which rules are deemed to be incorporated by reference into this section 12. The language to be used in the arbitral proceedings shall be English, but the parties shall be entitled to produce documents without translation in English and Danish. The arbitral tribunal shall be composed of three (3) arbitrators appointed by the Danish Institute of Arbitration.

**12.4** Notwithstanding the above, Buyer shall on request from SSI assist or become formally involved as a party, as the case may require, in any dispute between a third party and SSI no matter the jurisdiction, the venue and the language for such dispute.

As of October 2016