

# SpinChem AB General Terms and Conditions of Sale

## 1. SCOPE AND APPLICATION

### 2. In these General Terms and Conditions of Sale (the "Terms"), the following words have the following meaning.

"**Agreement**" means any and all agreements for the sale and purchase of Products and/or Services between SpinChem and the Customer being any quotation of SpinChem which is accepted by the Customer or any order of the Customer's which is accepted by SpinChem whichever first occurs;

"**Consumables**" means any instruments, modules, components, parts or other consumables including, but not limited to, Products used for sample preparation, cartridges, vials, filter kits, shafts, lids, holders, seals and other accessories used for chemical and/or biological processes;

"**Customer**" means the person, firm, company or other organisation who or which has ordered Products and/or Services from SpinChem;

"**Products**" means all items manufactured or supplied by SpinChem, including rotating bed reactors and Consumables, which are agreed to be supplied and delivered under these Terms.

"**Services**" means services rendered by or, on behalf of SpinChem to the Customer in connection with the supply of any Products, including maintenance, repair and/or handling services;

"**SpinChem**" means SpinChem AB.

- 2.1. These Terms shall be incorporated into and govern all Agreements and will thus exclude application of any general or specific conditions or terms of the Customer.
- 2.2. Deviations from the application of these Terms are only accepted if approved in writing by an authorised SpinChem executive.

## 3. PRICES AND QUOTATIONS

- 3.1. The price of the Products and/or Services will be SpinChem's quoted price in the quotation or order confirmation provided by SpinChem.
- 3.2. The price does not include any duties, value added taxes or any other taxes. All applicable taxes, charges, custom or import duties relating to the delivery of the Products and/or Services in the country of destination shall be paid by the Customer, unless otherwise agreed in writing. The Customer is responsible for obtaining import license and all other permits required for the delivery.

## 4. PAYMENT

- 4.1. Unless otherwise agreed in writing, payment in full shall be made to SpinChem in the currency invoiced no later than thirty (30) days from the date of invoice.
- 4.2. In the event of any delay in payment, SpinChem reserves the right: (i) to suspend deliveries, Services and/or cancel any of its outstanding obligations; and (ii) to charge interest on all unpaid amounts until the full amount has been paid. SpinChem shall be entitled to interest on overdue payment by the Customer at a rate of twelve (12) per cent per annum.
- 4.3. The Customer shall pay any bank charges that are incurred in relation to the payment by the Customer. Full payment instructions are set out on the invoice.
- 4.4. The Customer shall not be entitled to assert any set-off or counterclaim whether arising from breach of agreement, breach of statutory duty or any other matter whatsoever in order to justify withholding payment of any sums in whole or in part, due to SpinChem.

## 5. ORDERS

All orders are subject to approval and acceptance by SpinChem. No order shall be binding upon SpinChem unless accepted in writing.

## 6. DELIVERY

- 6.1. Unless otherwise agreed, all deliveries shall be "DAP" Incoterms 2010.
- 6.2. If the Customer fails to take delivery of the Products within a reasonable period after receiving notice of delivery from SpinChem, SpinChem may dispose of or store the Products at the Customer's expense.
- 6.3. SpinChem will use reasonable endeavours to avoid delay in delivery of the Products ordered by the Customer. SpinChem shall notify the Customer in

case the delivery of the Products may be delayed. Failure to deliver by the specified date will not be a sufficient cause for cancellation unless such delay exceeds 180 days. The Customer shall be entitled to compensation for damages due to a delay only if agreed separately in writing. SpinChem shall in no event be liable for any economic loss or damages or any indirect or consequential loss, costs or damages resulting from a delay in delivery.

- 6.4. The Customer shall examine the Products immediately upon delivery and notify SpinChem within five (5) working days in writing of any shortage in delivery or defects discoverable on careful examination.
- 6.5. Any claim towards SpinChem on account of any defect or shortage shall, in any case, be deemed waived by the Customer unless received by SpinChem in writing not later than ninety (90) days from the delivery date. SpinChem shall be given reasonable opportunity to investigate all claims from the Customer.
- 6.6. Where delivery of any Product requires an export license or other authorisation before shipment, SpinChem shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorisation.

## 7. CHANGES OF THE PRODUCTS

SpinChem reserves the right, subject to prior notice to make any change in the specification of the Products, which does not materially affect the performance or price thereof. The Customer shall confirm or cancel any order promptly on receipt of such notice and the absence any response will be deemed as acceptance of the change of the Product specification.

## 8. RETENTION OF TITLE AND RISK

The Products shall remain the property of SpinChem until paid for in full. The retention of title shall not affect the transfer of risk. The transfer of risk is governed by Incoterms 2010.

## 9. RESTRICTED USE

- 9.1. With respect to certain Products, use restrictions are a condition to the sale and delivery of the Products by SpinChem to the Customer. The Customer must comply with such requirements by strictly abiding by the restriction as set forth in SpinChem's catalogue and/or on the Products and accompanying documentation. In no event shall Products stipulated by SpinChem as intended for research and development use be used in a manufacturing process or in manufactured products or in human subjects. The Products shall in no event be used in medical or clinical applications, unless otherwise expressly stated by SpinChem, and the Customer is solely liable to ensure compliance with any regulatory requirements related to the Customer's use of the Products.
- 9.2. The Customer agrees that it will not export, re-export, sell, resell or transfer any of the Products provided under any Agreement (i) in violation of any law, regulation, order, policy or other limitation imposed by any government authority with jurisdiction; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or equivalent.
- 9.3. In no event shall the Products supplied by SpinChem to the Customer in any way be used by the Customer for any illegal purposes, including but not limited to chemical and/or biological weapons of warfare.
- 9.4. Any warranty granted by SpinChem to the Customer shall be deemed void if any Products covered by such warranty are used for any purpose not permitted under the Terms and the Agreement.
- 9.5. The Customer shall indemnify SpinChem and hold SpinChem harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that SpinChem suffers or incurs by reason of any unauthorised use of the Products.

## 10. WARRANTY

- 10.1. SpinChem warrants that the Products shall be in conformance with SpinChem's specifications and be free from defects in material, design and workmanship for a period of twelve (12) months from the date of delivery under normal use and service and when used in compliance with the applicable operating instructions.
- 10.2. SpinChem warrants that any Consumables supplied shall be in conformance with SpinChem's specifications and are free from defects in material, design and workmanship for a period of thirty (30) days of receipt of the Consumables.

10.3. The warranty period concerning repair work carried out and spare parts delivered is ninety (90) days and begins after the latter of the finishing of the repair work or the delivery of the spare parts. A repair or exchange of spare parts does not extend any of the respective warranty periods.

10.4. Any claims of the Customer on account of defective Products shall be considered as waived by the Customer unless made in writing as soon as a defect is discovered, reasonably detailing the circumstances giving rise to the warranty claim. Under no circumstances shall the Customer be able to make a claim regarding defective Products after the end of the respective warranty periods.

10.5. SpinChem's sole liability for any defective Products shall be, at SpinChem's option, to promptly repair or replace the defect Product at SpinChem's expense or to credit Customer for future orders. All other warranties, representations, terms and conditions (statutory, express, implied or otherwise) as to quality, condition, description, merchantability, fitness for purpose or non-infringement (except for the implied warranty of title) are hereby expressly excluded.

10.6. SpinChem hereby expressly disclaims, and the Customer hereby expressly waives, any claims regarding results obtained through the use of the Products, including without limitation any claim of inaccurate, invalid, or incomplete results.

## 10. SERVICES

10.1. SpinChem may perform Services to the Customer as separately agreed with the Customer. SpinChem shall in such case during the agreed term carry out the Services by personnel with proper skills and competence in a timely and professional manner using the skill and care to be expected of a professional, competent and qualified service provider.

10.2. If the quality of the Services does not meet the agreed service level, SpinChem's sole liability, at SpinChem's option, shall be to either (i) immediately re-perform the Services or (ii) reduce the service fee.

## 11. LIMITATION OF LIABILITY

11.1. SpinChem shall in no event have any liability in respect of any defect in the Products and/or the Services arising from: (i) specifications or materials supplied by the Customer, (ii) fair wear and tear, (iii) wilful damage or negligence of the Customer or its employees or agents, (iv) abnormal working conditions at the Customer's premises, (v) failure to follow SpinChem's instructions (whether oral or in writing), (vi) lack of maintenance, (vii) non-adherence to SpinChem's installation instructions or other incorrect installation, (viii) misuse or alteration or repair of the Products without SpinChem's approval, (ix) service or repair of the Products by any other party than SpinChem or an authorised service partner of SpinChem, (x) use or installation of any parts in or in connection with the Products which are not SpinChem's original or approved parts, (xi) if the total price for the Products and/or Services has not been paid or (xii) through any cause beyond SpinChem's reasonable control.

11.2. The total liability of SpinChem on any claim whether in contract, tort (including negligence) or otherwise arising out of, connected with or resulting from the manufacture, sale, delivery, resale, replacement or use of any Products shall in no event exceed the price paid for the Products by the Customer or part thereof which give rise to the claim.

11.3. SpinChem shall in no event be liable for any indirect, consequential, or punitive damages of any kind from any cause arising out of the sale, use or inability to use any Products and/or Services, including without limitation, loss of profit or any other pure economic loss, loss of data, revenue or goodwill, costs or damages or business interruption, even if SpinChem has been advised of the possibility of such damages. This limitation of SpinChem's ability shall, however, not apply in case SpinChem is proven guilty of wilful misconduct or gross negligence.

11.4. SpinChem shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing, including errors made in catalogues and other promotional materials.

11.5. SpinChem shall not be liable for any damage to property or personal injury caused by the Products if the damage occurs after the Products have been delivered.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. All intellectual property rights, patents, utility, technologies, systems, trademarks, business secrets and know-how, in or relating to the Products and/or the Services, including inventions, discoveries, changes, modifications, developments and improvements thereof, are and shall at all

times remain the property of SpinChem. The Customer shall promptly notify SpinChem of all inventions, discoveries, changes, modifications, developments and improvements related to the Products made by it or its employees or consultants.

## 13. HEALTH, SAFETY AND WASTE

The Customer shall ensure that: (i) the specification of the Products is safe for the intended use; (ii) the Products are handled in a safe manner in accordance with local laws and regulations applicable to the Products; and (iii) any waste originating from the Products is disposed of in accordance with any relevant regulations.

## 14. CONFIDENTIALITY

14.1. Customer shall maintain in strict confidence and shall not, except when the fulfilment of its obligations under the Agreement so requires, disclose, divulge or communicate to any person (other than as permitted or contemplated by the Agreement or with the written approval of SpinChem or as may be required by law), nor use outside the scope of the Agreement, any technical drawings, measures, specifications or other information concerning the Products, customers, business, prices, finance, contractual arrangements or other dealings or transactions of SpinChem or any other information which by its nature reasonably can be referred to as confidential, and which may come to the Customer's knowledge.

14.2. The Customer shall not make use of any confidential information (as referred to above) for the purpose of manufacturing any mechanism or component being identical or essentially similar to the Products or any mechanism or component thereof, or for any other commercial or technical purpose and agrees to not dismember, break down, deconstruct, measure, analyse, reproduce or reverse-engineer the Products.

## 15. TERMINATION

If the Customer (i) fails to make payment despite two written reminders, (ii) should commit a material breach of any of the provisions of the Agreement or of a minor but repeated breach of such provisions and such breach is not remedied within thirty (30) days from receiving a request for such remedial action from SpinChem or (iii) the Customer enters into liquidation, suspends its payments, is declared bankrupt, makes a composition with its creditors or otherwise is found to be insolvent, then SpinChem, in its sole discretion, shall be entitled to immediately terminate the Agreement for cause or withhold, reallocate or cancel individual deliveries on current or future orders until payment has been made in full or the breach remedied by Customer.

## 16. FORCE MAJEURE

SpinChem shall not be liable in respect of the non-performance of any of its obligations caused by any circumstances beyond its reasonable control including, but not limited to, strikes, lock outs, labor disputes of any kind (whether relating to its own employees or others), acts, omissions or regulations of any government or judicial action, fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, delay in delivery by sub-contractors, computer or other equipment failure and inability to obtain equipment.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. The Agreement shall be governed by the substantive laws of Sweden without regards to its conflict of laws provisions.

17.2. Subject to Section 17.3, any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration by a sole arbitrator in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm, Sweden.

17.3. If the amount of the relevant dispute does not exceed SEK 500,000 any dispute shall be settled exclusively by the district court of Umeå, Sweden.