

## General Terms and Conditions of Sale and Delivery of Goods from Samplix ApS

**TERMS OF SALE AND DELIVERY OF GOODS** (the "GTC") sold by Samplix ApS, Company Reg. No. (CVR) 32 30 93 21, Mileparken 28, 2730 Herlev, Denmark (hereinafter referred to as "the Contractor") to the Customer (hereinafter referred to as "the Customer") (the Customer and the Contractor hereinafter collectively referred to as the "parties" or individually as a "party"). The GTC shall apply, unless otherwise agreed in writing by both parties. In case of discrepancy between the parties on agreed conditions, the GTC given below shall apply. The Contractor shall not be bound by any of the Customer's general terms and conditions, terms of purchase or the like.

### 1. QUOTATIONS, ORDERS, ORDER CONFIRMATIONS AND INFORMATION ON GOODS

Samplix' quotations are non-binding.

The Customer's orders shall as a minimum include the following information: Customer's registered name, shipping and billing address, catalog number, product description, quantity, and Customer's purchase order number (if any) (an "Order").

If the Contractor accepts an Order from a Customer, The Contractor will issue an order confirmation ("Order Confirmation"). Unless the Customer objects to the Order Confirmation within two (2) business days after issuance, the Order Confirmation and any terms and references therein, including these GTC, shall constitute the full, final and binding legal basis of Samplix' sale and delivery of goods to the Customer (the "Agreement"). In case of discrepancies between the Order Confirmation and these GTC, the Order Confirmation shall prevail. Information and data in product brochures, data sheets, price lists etc. are thus only binding on The Contractor if explicitly referenced in an Order Confirmation.

An Order Confirmation cannot be cancelled by the Customer without Samplix' written approval.

### 2. PRICES

Unless prices have been confirmed in an Order Confirmation, all prices are subject to change without prior notice. Prices indicated do not include any local (sales) taxes, (customs and other) duties, value-added tax or similar taxes and charges which may thus be added to the prices to the extent required under relevant legislation. The Customer shall be solely responsible for any and all such taxes, duties, or other charges. All prices are exclusive of transport and shipping costs unless otherwise expressly agreed.

### 3. DELIVERY

If no trade term has been specified in an Order Confirmation, delivery terms shall be Free Carrier (FCA) (Incoterms 2010) from a named place or Samplix' premises, as decided by Samplix. The risk shall pass to the Customer in accordance with the FCA term (Incoterms 2010) even if it has been agreed that The Contractor shall arrange for transport and/or bear transport costs.

Delivery of goods is subject to stock availability.

Delivery dates are approximate only unless the Contractor has given an expressly binding commitment to deliver on a specific date. the Contractor shall not be liable for costs or losses caused directly or indirectly by a delay in delivery of goods.

Partial delivery of goods shall be permitted unless otherwise expressly stated in the Order Confirmation.

The Customer must inspect the goods immediately upon receipt and give written notice of any visible transport damage or defects without undue delay and in any event within seven (7) calendar days from delivery; otherwise the goods shall be deemed to be accepted by the Customer.

### 4. PAYMENT

Payments shall be made to the account specified in Samplix' invoice. Any costs or fees related to payment shall be covered by the Customer. Payment terms are 30 calendar days net. If Customer does not pay within the time stipulated, Contractor is entitled to charge administrative fees (in Danish: "rykkergebyr") and interests on overdue payments at the rate of 2 (two) per cent per month.

### 5. RETURN OF NON-DEFECTIVE GOODS

The Customer does not have a right to return non-defective goods to Samplix, but the Customer may request to return non-defective goods. If the Contractor accepts the return of non-defective goods, the Contractor will provide the Customer with return instructions and a Return Material Authorization (RMA) number, which must be included in the return shipment. Return shipments are at the Customer's risk and costs.

### 6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

The Contractor warrants that, at the time of delivery, the goods are free from defects in materials and workmanship and conform to any specifications in the Order Confirmation and related the Contractor product inserts/data sheets. The warranty period shall be twelve (12) months, except for goods that have an earlier expiry date in which case the warranty period shall expire on the earlier expiry date. Provided that the Customer complains in writing to the Contractor within the warranty period and immediately after

discovering that goods are defective or non-conforming, The Contractor agrees to replace such goods within reasonable time. The Contractor may make such replacement subject to the Customer returning the defective goods in question to Samplix, in which case the Contractor will refund the transport costs to the Customer. If Samplix' investigations show that the returned goods are non-defective and conforming, the Contractor will not refund transport costs and may charge the Customer a fee for its investigations.

The Customer agrees that Samplix' sole liability, and the Customer's sole and exclusive remedy, pursuant to any claim of any kind against Samplix, including without limitation any claim in contract, negligence or strict liability, shall be, at Samplix' choice, (a) replacement of any defective or non-conforming goods or (b) a refund of the price of the defective or non-conforming goods.

THE LIMITED WARRANTY ABOVE IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND THE CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY THAT ANY USE OF THE GOODS WILL NOT VIOLATE OR INFRINGE ANY PROPRIETARY RIGHTS OF THIRD PARTIES.

CUSTOMER AGREES THAT THE CONTRACTOR SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE GOODS.

Without limitation to the generality of the foregoing limitation, The Contractor shall not be liable to the Customer for any indirect or consequential loss or damages, including, without limitation, loss of profits, unless such liability is due to the Contractor's gross negligence and/or wilful misconduct. The maximum amount of damages payable by Contractor in respect of all liability, including liability arising from negligence, under or in connection with the Agreement shall not exceed the Project price

## **7. INDEMNIFICATION**

To the extent permitted by law, the Customer shall indemnify, defend and hold harmless the Contractor from any third party claims relating to the goods sold (or made available on a loan or rental basis under clause 10 below) by the Contractor to the Customer, regardless of where, how, and by whom such claims are raised.

## **8. WARRANTY EXTENSION OPTION – INSTRUMENT ONLY**

The Customer has the opportunity to purchase a warranty extension of an additional twelve (12) months – succeeding the first twelve (12) months of warranty outlined under point 6 - when purchasing an instrument from Samplix. The price of the warranty extension is ten (10) % of the instrument list price per year. The warranty extension option is only valid at the time the Customer places an Order for an instrument and shall be exercised at the latest when the Contractor accepts the Order Confirmation.

## **9. RESTRICTIONS ON THE CUSTOMER'S USE OF THE GOODS**

The Contractor's goods are intended for research purposes only and shall not be used for any other purposes. Any use of the goods purchased from the Contractor and/or any modification of such goods for commercial purposes is strictly prohibited unless The Contractor has given its prior written consent thereto.

## **10. ADDITIONAL TERMS FOR GOODS MADE AVAILABLE ON A LOAN OR RENTAL BASIS**

Instead of selling goods to the Customer, the Contractor may decide to make goods available to the Customer on a loan or rental basis. In addition to these GTC, this clause 10 shall also apply to goods that are lent or rented out to the Customer.

If the goods are rented out, the Customer shall pay the Contractor such fees as specified in the Order Confirmation. Unless otherwise agreed, the Contractor reserves the right to vary such fees upon written notice.

The Customer shall use and maintain the goods in accordance with any directions from Samplix' and exercise the utmost care and diligence in relation to the handling and use of the goods. The Customer shall not alter, modify, tamper with, or make any other adjustments to the goods. The Customer shall notify the Contractor if the goods are defective, and the Customer shall not cause any repairs or other work to be done on the goods without the prior written consent of Samplix. The Customer shall be liable for any damage to the goods, irrespective of the reason for such damage.

The term of the loan or rental shall be specified in the Order Confirmation. Unless otherwise agreed, the Contractor shall have the right to terminate the loan or rental upon thirty (30) calendar days' prior written notice to the Customer. The goods shall be returned to the Contractor at the Customer's risk and cost. If the goods are not properly returned, the Customer authorizes the Contractor to enter its premises for the purpose of taking possession of the goods.

The Customer must return the goods decontaminated, if relevant, and in a clean and good working order (subject to reasonable wear and tear). If the goods are not so returned, the Contractor will be entitled to recover from the Customer reasonable costs related to bringing the goods into the aforesaid condition.

The goods remain the property of the Contractor and must remain at the Customer's premises at all times until returned to Samplix. The Customer shall not charge, pledge, re-loan, sub-lease, sub-rent, sell or otherwise dispose of the goods.

The Customer shall take out adequate insurance against damages to or loss of or theft of the goods, and product liability relating to the goods, with a reputable insurance company

## 11. GOVERNING LAW AND VENUE

These GTC (as well as sales and deliveries made hereunder) shall be governed by the laws of Denmark, without giving effect to its choice of law rules.

Any dispute arising out of or in connection with these GTC (as well as sales and deliveries hereunder), including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Copenhagen, Denmark.