



## GENERAL TERMS OF SALE

### 1. General remarks

1.1. These terms of sale shall apply to all sales ("Sale") of analytical, instruments, software and related goods and services to be used in research, development and quality control ("Products") effected by Biolin Scientific AB or Biolin Scientific Oy ("Seller") to its customers and approved distributors (jointly referred to as "Buyer").

1.2. Any agreements or side letters deviating from these terms shall not be effective, unless agreed in writing. Approved deviations from agreed terms shall only apply to the Sale concerned and shall have no effect with regard to future Sales.

1.3. Seller may change these General Terms of Sale without notice, however the version valid at the time of execution of an agreement with regard to a Sale shall apply to that Sale.

### 2. Quotations, orders and confirmation

2.1. A Quotation issued from Seller to Buyer is made for information purposes only and shall not be legally binding, unless otherwise agreed in writing.

2.2. An order placed by Buyer shall be deemed to be a legally binding offer, which Seller may accept or reject.

2.3. The order confirmation ("Order Confirmation") of Buyer constitutes an agreement concerning a sale of Products from Seller to Buyer. A duly issued Order Confirmation shall state at least the relevant Products, price, currency and delivery time. Seller is obliged to supply Products in accordance with a duly issued Order Confirmation. Buyer is obliged to raise formal objections and corrections, if any, to a duly issued Order Confirmation within five (5) days from receipt.

### 3. Services

3.1. Seller offers a broad range of services ("Services"), including pre-study application projects, education, technical service, technical maintenance, technical repair, software modifications, software support, application support, application data analysis and application sample testing. Seller is liable for the performance of such Services only to the extent it is covered by a duly issued Order Confirmation or a separate agreement. Unless covered by a duly issued Order Confirmation, such Services are not included in the Price.

### 4. Prices and terms of payment

4.1. The price of Products is agreed on a case by case basis between Seller and Buyer and is stated in an Order Confirmation, a separate written agreement or the invoice. Seller is not bound by prices stated in general price lists. The Price does not include freight, freight packaging, installation or other Services, unless otherwise agreed in

writing. All prices are exclusive of VAT, taxes and duties.

4.2. The invoice constitutes a payment instruction from Seller to Buyer. A duly issued Invoice shall state at least the relevant Products, price, currency, payment method and payment time. Payment is to be made as stated in a duly issued invoice, in the specified currency. Standard payment method is bank transfer to Seller's bank account as stated on a duly issued Invoice. Unless otherwise agreed, payment time is thirty (30) days from the issue of Invoice.

4.3. In the case of a delay of payment, Seller has the right to charge penalty interest of 2 percent monthly from the due date until the date full payment is received and to suspend any further deliveries or Services.

### 5. Delivery

5.1. Unless expressly stated in Seller's confirmation or in a separate written agreement, all deliveries of Products shall be Ex Works according to Incoterms 2010, Seller's address as stated in a duly issued Order Confirmation.

5.2. Unless expressly stated otherwise in Seller's confirmation Products are delivered anytime within the delivery time, stated as a number of weeks, in a duly issued Order Confirmation. Standard delivery time is eight (8) weeks from Order Confirmation. Seller is entitled to deliver the Products as stated in Seller's confirmation in parts and to invoice separately. In no event shall Seller be liable for any loss or damage due to delay in delivery. Delay in delivery of any products shall not relieve Buyer of its obligation to accept delivery thereof.

5.3. Buyer shall ensure that the goods are examined within ten (10) working days of delivery in order to establish any short delivery or defects reasonably discoverable on careful examination. Any short delivery or defects discovered shall be promptly notified in writing to Buyer. Seller's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Products.

5.4. Full legal and equitable title and interest in the Product shall pass to Buyer upon full payment. Unless Buyer is an approved distributor, Buyer agrees not to dispose of or resell the Products until it has been paid in full.

### 6. Return Policy

6.1. Buyer may not cancel any binding order or return purchased products without the prior express written consent of Seller, such returns being subject to a restocking charge.

### 7. Limited Warranty

7.1. Products are warranted to be free from defects in design, material and workmanship effecting the usability or function of Products in accordance with their specifications. The warranty is valid for a period of twelve (12) months from date of installation or thirteen (13) months from date of invoice, whichever is earlier.



7.2. Seller warrants that all Services will be carried out with reasonable care and skill. Seller's sole liability for breach of this warranty shall be at its option to give credit for or re-perform the Services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the Services and any claim shall be submitted in writing within such period.

7.3. Unless a separate software license agreement has been concluded Seller warrants, for a period which is the longer of: (i) three (3) months from the date of delivery or; (ii) in the event the software ("Software") is intended to be installed and run on Products of its own manufacture, twelve (12) months from the date of delivery, that the Software substantially conforms to its published specifications and that the media on which the Software resides will be free from defects in materials and workmanship under normal use and any claim shall be submitted in writing within such period. Seller does not warrant that the Software is error free or that Buyer will be able to operate the Software without problems or interruptions. Seller's sole liability and Buyer's exclusive remedy in the event of breach of this warranty is limited to repair, replacement or refund, at the sole option of Seller.

7.4. Buyer is obliged to raise formal claims in accordance with the warranty within thirty (30) days from the warranty claim arises. Defective Products subject to the warranty will at Seller's option be subject to refund, repair or replacement by Sellers free of cost for Buyer.

7.5. Seller shall have no liability under the warranties in Section 7 in respect of any defect in the Products arising from: specifications or materials supplied by Buyer; fair wear and tear; willful damage or negligence of Buyer or its employees or agents; abnormal working conditions at Buyer's premises; failure to follow Seller's instructions (whether oral or in writing); misuse or alteration or repair of the Products without Seller's approval; or if the total price for the Products has not been paid.

7.6. All third party Products are covered by the warranty specified by the original manufacturer with the exclusion of Section 7.1-7.3 above.

7.7. The Warranty for refurbished Products is valid for a period of six (6) months from date of invoice.

## 8. Software license

8.1. Unless a separate software license agreement has been concluded concerning the Software, Buyer is hereby granted a non-exclusive license to use the Software solely in object code format and solely for its own internal business purposes subject to the terms contained herein. Buyer shall not (i) use the Software for purposes other than those for which it was designed; (ii) use the Software in connection with other manufacturers' products unless such connectivity is authorized in the product documentation; (iii) grant, assign, transfer, or otherwise make available to third parties any

right whatsoever in the Software; (iv) disclose to third parties any information contained in the Software; (v) copy or reproduce the Software (except for one copy for back-up purposes or as may otherwise be permitted by applicable law); (vi) alter or modify the Software; or (vii) reverse engineer, decompile, disassemble or create any derivative works based upon the Software except as expressly permitted by mandatory law.

## 9. Limitation of liability

9.1. Seller is only liable to Buyer for direct damages relating directly to the Sale, Products, Services or Software. Seller shall never be liable for indirect or consequential damages incurred by Buyer in connection with the Sale, the Services the use of the Products or the Software.

9.2. The total liability of Seller arising under or in connection with the Sale, including for any breach of contractual obligations and/or any misrepresentation, misstatement or tortious act or omission (including without limitation, negligence and liability for infringement of any third party intellectual property rights) shall be limited to damages in an amount equal to the amount paid to Seller under the agreement to which the claim relates.

## 10. Data privacy

10.1 Seller may process personal data received from Buyer in accordance with applicable law and the privacy notice available from time to time on [www.biolinscientific.com](http://www.biolinscientific.com)

## 11. Force Majeure

11.1 In cases of force majeure and other events outside Seller's reasonable control, as well as strikes, lockouts and other circumstances that make it materially more difficult, or impossible for Seller to effect the delivery, Seller shall have the right to cancel any promises of delivery as yet unfulfilled or to postpone delivery for as long as the obstruction continues.

## 12. Governing law and disputes

12.1 These General Terms of Sale are governed by and shall be construed in accordance with the laws in the country of Seller. All disputes arising in connection with these General Terms of Sale shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be city where Seller is located. The English language shall be used in the arbitration proceedings.