

BIOTECH FLUIDICS AB - GENERAL TERMS AND CONDITIONS OF SALE

1. Scope. These general terms and conditions apply for all sales and deliveries of products by Biotech Fluidics AB ("Company") unless otherwise is agreed in writing. They shall be deemed incorporated into each sales and purchase agreement for such products ("Sales Contract"). Purchaser's general purchasing terms or other terms and conditions referred to in the purchase order are expressly excluded.

2. Product information. Details about the products in any product information, pricelists and other similar documents or on the website of Company are binding only to the extent a written Sales Contract explicitly refers to the information. The purchaser must determine for itself the products' suitability for their intended use.

3. Contract formation. Purchase orders shall be made in writing. No Sales Contract shall be deemed in place unless and until Company has issued a written order confirmation. However, if the order confirmation deviates from the purchase order and the purchaser is not willing to accept these deviations, the purchaser must notify Company in writing within seven (7) days from the issuance of the order confirmation. If the purchaser does not notify Company as set out above, a Sales Contract shall be deemed reached in accordance with what is set out in the order confirmation.

4. Delivery. Unless otherwise agreed, the products are sold FCA (Incoterms 2020) the place of delivery set forth in the Sales Contract. In the event Company pays for any freight, special packaging or handling, insurance, tax levies or other fees or charges that are the responsibility of the purchaser, Company may invoice the purchaser therefore. Partial delivery may take place. If the Sales Contract provides for an acceptance test as a condition for delivery, the products are considered delivered if (a) the test is unduly delayed or refused by the purchaser or (b) detected defects are attributable to the purchaser or the end-user or (c) the products are taken into use.

5. Delay in delivery. If Company expects a delay in the delivery of the products, Company will indicate a new delivery date by notice to the purchaser. If the purchaser does not refuse the new delivery date within 7 days after the notice, the new date shall be considered accepted. The purchaser may only cancel the Sales Contract if (a) the new date makes the on-selling or use of the products impossible or severely difficult, and (b) the delay exceeds 30 days.

6. Delay remedies. If the purchaser is entitled to cancel the Sales Contract, the purchaser shall be entitled to reasonable compensation for such direct damages the purchaser shows to have been caused by the delay. The compensation shall not exceed 30% of the purchase price for the delayed delivery. No compensation shall be paid for losses which the purchaser could have avoided by taking reasonable measures to limit them. If the purchaser has not made any claims within 2 months from the original delivery date, all rights of the purchaser to compensation or any other remedy due to late delivery shall be forfeited. Except as provided above, the purchaser is not entitled to any damages or compensation for Company's delay.

7. Delay in taking delivery. If the purchaser does not take delivery of the products on the agreed date of delivery, the purchaser shall (a) pay for the products as if delivery had taken place and (b) compensate Company for all costs and expenses incurred by Company as a result of the purchaser failing to timely take delivery.

8. Price and Payment. The applicable prices are set forth in the Sales Contract and are net of VAT, other taxes, custom duties and similar levies and charges. Payment term will be detailed in the Sales Contract. Partial invoicing for partial delivery may occur. In the event the purchaser fails to make timely payment, or if such failure is reasonably anticipated, Company is entitled to withhold delivery and/or demand payment in advance as a condition for delivery. In the event the purchaser fails to make timely payment, Company is entitled to charge penalty interest with one percent (1%) per month on any outstanding amount.

9. Warranty. Company warrants that the products upon delivery are in conformance with the agreed product specifications and are free from defects in material and workmanship. Any warranty, rights or remedies for merchantability, fitness for any particular purpose, compatibility or interoperability with other products, no infringement of intellectual property rights or compliance with local laws are expressly excluded. Claims under this warranty must, to be eligible, be made in writing within 14 days after delivery of the products as regards defects which are detected or reasonably should be detected upon delivery and in any case within 12 months after delivery. Replacement products delivered under this warranty are subject to the same 12-month time limitation, computed as from the delivery of the replaced

product. All claims shall contain (i) the relevant invoice, order and product model numbers, (ii) descriptions and pictures of the defects, (iii) a statement of whether the defects existed on delivery or occurred later, and (iv) a specific request for repair or replacement. The purchaser must allow Company to inspect the products upon reasonable notice and during business hours. The purchaser may return products only if so requested by Company or as accepted by Company following the purchaser having submitted Company's "Return Goods Authorization And Feedback" form which can be found at <https://www.biotechfluidics.com/return-form> (in which case Company's instructions on packing and transportation mode must be adhered to). Any return of products shall be made at the purchaser's cost. If the warranty claim is accepted, Company will reimburse the purchaser for the return costs. If the warranty claim is not accepted, a troubleshooting fee will be charged to the purchaser. If a product is found defective under this warranty, Company will be entitled and obliged to deliver free of charge a new product (or a part thereof, if feasible) with which the purchaser shall replace the defective one at its cost. Alternatively, Company may in its discretion repair the defective product free of charge or credit to the purchaser the price paid. The replaced product or part shall be the property of Company and shall be returned or scrapped by the purchaser at Company's cost, as instructed by Company. These are the purchaser's sole remedies under the warranty and for any defects.

10. Other products. In the event that any product delivered is incorporated or installed in, or combined with, another product, material, component or part (jointly "Other Product"), Company shall have no risk, liability, obligation or responsibility with respect to such Other Product and the purchaser shall be solely liable, obligated and responsible for all such Other Products.

11. Limitation of Liability. Company shall not be liable for (a) indirect, consequential, incidental or punitive damages, (b) damage to property or personal injury, except as dictated by mandatory applicable law, or (c) anything attributable to Company having been directed by the purchaser or someone acting on behalf of the purchaser to use or source particular components, materials or services or to manufacture products with certain materials, components or with a certain design. Company's liability for all losses and damages relating to any Sales Contract or product shall not exceed 30% of the net purchase price charged and paid for the product concerned. These limitations of liability shall not apply to the extent Company is shown to have acted grossly negligent.

12. Compliance with trade or export sanctions

12.1. Purchaser represents and warrants that neither it nor any person or entity that directly or indirectly owns or controls it, that it directly or indirectly owns and controls, or for which it is acting on behalf of or at the direction of, is a designated target of any Sanctions, nor an individual ordinary resident in or an entity incorporated under the laws of a country or territory (collectively "Sanctioned Country") subject to Sanctions (collectively "Sanctioned Person"). Purchaser agrees and undertakes that it and its agents, contractors and representatives will fully comply with the requirements of all applicable Sanctions in the performance of any Sales Contract.

12.2. Purchaser agrees and undertakes that the products being purchased in performance of any Sales Contract will not be directly or indirectly resold to a Sanctioned Person or a Sanctioned Country, nor are or will the products be transported on a vessel flying under the flag of a Sanctioned Country or that is owned or controlled by a Sanctioned Person, or otherwise dealt with in any way which would cause a breach of Sanctions by Company, its banks, insurers, agents, contractors, representatives or shareholders ("Biotech Related Parties") or which would expose Company or Biotech Related Parties to the effects of any Sanctions.

12.3. Purchaser further represents and warrants that it will not make payments to Company via such country, bank, or other entity or body or facility, as would cause a breach of Sanctions by Company or Biotech Related Parties, or which would expose Company or Biotech Related Parties to the effects of any Sanctions, and that it will ensure that payment is made for the products in full without violating Sanctions.

12.4. Purchaser warrants that products supplied by Company will not be used by purchaser's customers in a way which would cause a breach of Sanctions by Company or any Biotech Related Parties or otherwise to the effects of any Sanctions.

12.5. Without prejudice to the foregoing, purchaser agrees to cooperate with Company's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this Clause.

12.6. Each and every obligation, warranty and undertaking in this Section 1 shall be deemed to be an essential condition of the relevant Sales Contract and breach of any of these warranties or undertakings by purchaser entitles Company to terminate any Sales Contract with purchaser immediately and unilaterally without any further notice nor any further liability towards purchaser. Purchaser shall immediately notify Company in writing of any circumstances that may result in a breach of this Section 1.

12.7 For purposes of Section 1, "Sanctions" means any trade, economic and/or financial sanctions or export controls including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure, or other requirement having the force of law, as well as import and export restrictions related to military and dual-use products and technologies, adopted by the U.S.A, UK, EU (or its respective Member States), UN or any other government authority or supra-national body.

13. Compliance with anti-corruption, anti-money laundering and counter-terrorist financing laws

13.1. Purchaser agrees and undertakes to Company that, in connection with any Sales Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law and relating to anti-bribery, anti-money laundering and/or counter-terrorist financing laws, adopted by any state or government or international or supra-national body including, but not limited to, the EU, UN, U.S.A., and UK (hereinafter collectively the "Prohibitive Laws"). In particular, purchaser represents, warrants and undertakes to Company that it shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:

- a. government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- b. an officer or employee of a public international organization;
- c. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- d. any political party or official thereof, or any candidate for political office; or
- e. any other private person, individual or entity who is, or will be, engaging in or in any way directly or indirectly supporting terrorism.

13.2. Purchaser agrees and undertakes that it and its agents, contractors and representatives will fully comply with the requirements of all applicable Prohibitive Laws in the performance of any Sales Contract.

13.3. Each and every obligation, warranty and undertaking in this Section 2 shall be deemed to be an essential condition of any Sales Contract and breach thereof entitles Company to terminate every Sales Contract with purchaser immediately and unilaterally without any further liability towards purchaser. Purchaser shall immediately notify Company in writing of any circumstances that may result in a breach of this Section 1.

14. Intellectual Property and Software. All trade secrets, copyrights, patents and other intellectual property rights relating to products designed by or for Company, are the sole property of Company or its licensors. No Sales Contract implies any transfer or license of intellectual property rights to the purchaser. To the extent any product includes software in any form, such software is only licensed on a limited non-exclusive basis in the form delivered for use by the purchaser and any other person to whom the product may be resold. Duplication, modification, reverse-engineering or deriving the source code of any such software is not allowed.

15. Confidentiality. All information exchanged between Company and the purchaser shall be treated as confidential by the recipient, who may only use information received for the purposes of the Sales Contract concerned and who may not disclose information received to third parties, save for as required to fulfill the Sales Contract or to preserve rights thereunder.

16. Grounds for relief (force majeure). A party shall be relieved of the performance of an obligation under a Sales Contract if and as long as such performance is prevented or made unreasonably burdensome by *force majeure* or other events or circumstances beyond the reasonable control of the party or its subcontractor, such as war, terrorism, pandemic, epidemic, explosion, fire, labor disturbance, act of authority, breakdown of communications, power or equipment, or anything that constitutes grounds for relief under applicable law. Such events may not be invoked to excuse failure in fulfilling payment obligations. A party who wishes to invoke grounds for relief shall promptly notify the other party of their occurrence and cessation. If performance is delayed for more than 3 months, each party may cancel the Sales Contract still affected by the grounds for relief.

17. Applicable law and dispute resolution. Each Sales Contract (including these general terms and conditions) and any non-contractual obligations arising out of or in connection therewith shall be governed by Swedish law, disregarding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is expressly excluded.

18. Dispute resolution. Any dispute, controversy or claim arising out of or in connection with a sales and purchase agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. If the purchaser is of Swedish domicile, the language to be used in the arbitral proceedings shall be Swedish and in cases of other domiciliation of the purchaser the language of the proceedings shall be English. Notwithstanding the aforesaid, Company may always pursue its rights to secure payment of any undisputed invoice with any competent court and to seek any interim relief in respect of breaches of what is provided for in Sections 12 (Export control), 13 (Intellectual Property and Software) and 14 (Confidentiality).

19. Communication. Any communication under or in relation to a Sales Contract (including any communication referred to or required in these general terms and conditions) shall be valid only if made in writing or by email to an address set forth in, or communicated in accordance with, the Sales Contract concerned.

20. Miscellaneous. Any changes to a Sales Contract must, to be valid, be made in writing. No Sales Contract may be assigned by the purchaser without the prior written approval of Company. A Sales Contract shall be binding on Company and the purchaser, as well as their successors and assigns.

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