

TERMS AND CONDITIONS FOR THE SALE AND DELIVERY OF RESEARCH USE ONLY PRODUCTS - NORDIC BIOSCIENCE A/S

These terms and conditions for sale and delivery (the “**Terms and Conditions**”) apply to all agreements between Nordic Bioscience A/S, Danish business reg. no. 30 79 99 68, with its principal place of business at Herlev Hovedgade 205, 2730 Herlev, Denmark (“**Nordic**”) and you (the “**Customer**”) about the Customer’s purchase from Nordic of the Research Use Only Products defined in Section 1 hereof. The Terms and Conditions supersede all prior representations, warranties, communications, and agreements between Nordic and the Customer regarding the Research Use Only Products.

1. THE RESEARCH USE ONLY PRODUCTS

- 1.1 The Research Use Only Products are ELISA kits for biomarker measurements for research use only (the “**Research Use Only Products**”) as specified in the quote and order confirmation.
- 1.2 **THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE RESEARCH USE ONLY PRODUCTS ARE INTENDED FOR RESEARCH USE ONLY AND THAT THEY ARE NOT VALIDATED, APPROVED OR INTENDED TO BE USED FOR CLINICAL DECISION MAKING INCLUDING WITHOUT LIMITATION DIAGNOSTIC USE AND ANY OTHER DIRECT MEDICAL PROCEDURES WITH HUMAN PATIENTS. CUSTOMER UNDERTAKES NOT TO USE OR ALLOW OTHERS TO USE THE RESEARCH USE ONLY PRODUCTS FOR ANY OTHER PURPOSES THAN RESEARCH USE ONLY.**
- 1.3 The Customer’s use of the Research Use Only Products, including any assessments of and decision-making based on the results generated through use of the Research Use Only Products, shall be entirely at the Customer’s own risk and account. Nordic cannot be held liable or responsible for the Customer’s use of the Research Use Only Products, and Nordic expressly disclaims any express or implied warranty of suitability for a particular purpose in relation to the Research Use Only Products.

2. PRICE, DELIVERY AND PAYMENT TERMS

- 2.1 The Customer will purchase the Research Use Only Products from Nordic at the price stated in Nordic’s the quote and/or order confirmation. Unless otherwise expressly stated in the quote or order confirmation, prices do not include freight, customs duties, VAT or any other taxes and duties resulting from the sale and delivery of the Research Use Only Products to the Customer. All payments shall be made in the currency indicated on Nordic’s invoice.
- 2.2 Terms of payment are thirty (30) days from date of invoice. In case of late payment, interest shall accrue at a rate of 1.5% per month commenced. The Research Use Only Products remain Nordic’s property until payment has been made in full.
- 2.3 Unless otherwise stated in the order confirmation, the terms of delivery are Ex Works (Incoterms 2020) Nordic’s address mentioned above.

3. DELAY

- 3.1 If Nordic anticipates that the delivery of the Research Use Only Products will be delayed, Nordic will promptly notify the Customer thereof indicating, if possible, the time when delivery may be expected. If the delay in delivery extends to more than four weeks from an estimated delivery date expressly communicated by Nordic (if any), the Customer may by written notice to Nordic cancel the purchase of the Research Use Only Products.
- 3.2 The Customer’s exclusive remedy and Nordic’s sole liability resulting from a delay in delivery shall be a refund of any

amounts paid by the Customer to Nordic for the Research Use Only Products if the Customer cancels the purchase.

4. LIMITED WARRANTY

- 4.1 The Customer shall inspect the Research Use Only Products upon delivery and promptly report any visible damage or deficiencies to Nordic by email to tech-support@nordicbio.com.
- 4.2 Nordic warrants exclusively to the Customer that for a period of three (3) months after delivery the Research Use Only Products shall materially conform to the specifications set out in the order confirmation and shall be free from defects in material and workmanship under normal laboratory conditions and use in accordance with the package insert for the Research Use Only Products and these Terms and Conditions. This limited warranty does not cover damage caused by misuse, accidents, unauthorized modifications, or normal wear and tear. This limited warranty shall terminate immediately if Nordic determines that the Research Use Only Products have not been used or stored in accordance with usual laboratory standards and practices, the package insert for the Research Use Only Products or these Terms and Conditions.
- 4.3 If the Research Use Only Products are damaged on delivery or if there is a breach of Nordic’s warranty provided under Section 4.2, the Customer shall immediately and not later than within ten (10) days from the date the Customer became or should have become aware hereof, notify Nordic in writing hereof by email to tech-support@nordicbio.com. Nordic shall have no obligations regarding damage or breach of warranty reported to Nordic later than this.
- 4.4 In case of damage to the Research Use Only Products on delivery or breach of the warranty set out in Section 4.2, the Customer’s sole and exclusive remedy and Nordic’s sole liability shall be limited, at Nordic’s choice, to (i) replacement of the defective Research Use Only Products with conforming Research Use Only Products at no cost to the Customer; or (ii) repayment to the Customer of the purchase price received by Nordic for the defective Research Use Only Products.

5. LIMITATION OF LIABILITY

- 5.1 NOTWITHSTANDING ANYTHING IN ANY ORDER, PURCHASE ORDER OR OTHER DOCUMENT TO THE CONTRARY, NORDIC SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OR DAMAGE TO GOODWILL, LOST DATA OR LOSS OF USE DAMAGES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE ARISING OUT OF CUSTOMER’S PURCHASE OR USE OF THE RESEARCH USE ONLY PRODUCTS.
- 5.2 IN NO EVENT SHALL NORDIC’S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATING TO THE CUSTOMER’S PURCHASE OR USE OF THE RESEARCH USE ONLY PRODUCTS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, STRICT LIABILITY, INDEMNIFICATIONS, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO NORDIC FOR THE RESEARCH USE ONLY PRODUCTS TO WHICH SUCH ACTION OR CLAIM RELATES (DETERMINED AS OF THE DATE OF ANY FINAL JUDGEMENT IN SUCH ACTION).

6. INTELLECTUAL PROPERTY

- 6.1 Nordic expressly excludes any and all written or verbal, explicit or implied warranties of freedom from infringement

of third-party intellectual property rights arising from the Customer's use or purchase of the Research Use Only Products.

- 6.2 All trademarks, logos or product names set out on the Research Use Only Products and all patents, know-how, specifications and any other intellectual property rights in and to the Research Use Only Products belong solely to Nordic. The sale of Research Use Only Products to the Customer shall not grant to the Customer any right or license of any kind under Nordic's intellectual property rights.

7. SANCTIONS AND EXPORT CONTROL COMPLIANCE

- 7.2 The Customer represents and warrants that (i) it is not subject to any sanctions or embargoes imposed or maintained by the United Nations, United States, United Kingdom or the European Union ("**Sanctions**"); (ii) it is not owned or controlled by or acting on behalf of any Sanctioned person; (iii) it is not located in, or a national or resident of, any country subject to comprehensive Sanctions or embargos; (iv) it will not transfer the Research Use Only Products to a person or entity that is Sanctioned; (v) otherwise prohibited under applicable export control or economic sanctions laws from receiving the Research Use Only Products.
- 7.4 The Customer undertakes not to use, sell, export, transfer or otherwise handle the Research Use Only Products in breach of the Sanctions. Without limiting the generality of the foregoing, the Customer specifically undertakes not to sell, export or re-export, directly or indirectly, the Research Use Only Products (i) to the Russian Federation or for use in the Russian Federation including for any use that would fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, (ii) otherwise to or for use in any country subject to embargo under the Sanctions, or (ii) to entities or individuals classified as denied parties under the Sanctions.
- 7.5 Nordic shall be entitled, at any time and without any liability towards the Customer, to decline, cancel or suspend the execution of an order if, in Nordic's reasonable opinion, such execution may violate any Sanctions.
- 7.6 The purchaser agrees to comply with all applicable export control laws and regulations, including those of the United Nations, United States, United Kingdom or the European Union. The purchaser shall not export, re-export, transfer, or use the products in violation of such laws, including, without limitation, for any prohibited end-use or to any prohibited destination or end-user

8. SHIPPING

- 8.1 If transport services for the Research Use Only Products are provided by Nordic, the terms of NSAB 2015 shall apply.

9. GOVERNING LAW AND VENUE

- 9.1 The sales agreement between Nordic and the Customer and these Terms and Conditions shall be governed and construed in accordance with Danish law with disregard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods (CISG) shall not apply.
- 9.2 Any dispute or claim arising out of Nordic's sale of the Research Use Only Products to the Customer which cannot be solved amicably within sixty (60) days 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.