

The acceptance of our quotation includes the acceptance of the following terms and conditions, which are always an inseparable part of any contract or agreement, accepted by us. We will supply goods and certain services only on the terms and conditions described herein.

**1. Quotation and Confirmation:** Any quotation is subject to confirmation and is submitted without obligation unless agreed to the opposite in writing. No offer or contract shall be constituted unless an order is accepted in writing by us by means of an order confirmation. Verbally agreed alterations to order specifications must be confirmed in writing by us for validity.

**2. Drawings and Documentation:** All illustrations, drawings, specifications, instructions, manuals etc. supplied by us shall be regarded as a guidance only and is not binding to us unless stated to be so in writing.

**3. Specification:** We reserve the right, at any time, to carry out modifications to designs and specifications of purchased goods provided the modifications do not materially reduce the buyers possibilities of utilizing the purchased goods.

**4. Performance:** We will not accept any liability for failure to attain any performance figures mentioned or quoted by us unless we have specifically guaranteed them in writing.

**5. Prices, Taxes and Duties:** Unless otherwise specified in our quotation, quoted prices are firm and valid for thirty (30) days from the date of the quotation. The price being firm is however conditional that the goods may be delivered no later than 90 days from the date of the quotation. In excess of the price for the purchased goods and services, the buyer is liable to pay VAT as well as any tax, fee or duty which is or might later be imposed on the purchased equipment.

**6. Terms of Payment:** Terms of payment are net cash in the currency specified in the quotation on the due date. In the event that any amount payable to us is not received by us on the due date, we reserve the right, without prejudice to any other right:

- a) To charge the buyer 1.5% interest for each month that the amount remains unpaid
- b) To suspend our performance of the contract by giving notice to the buyer in writing and
- c) To terminate the contract by giving further notice to the buyer in writing

Once the equipment has been taken into use, possible defects of the equipment do not entitle the buyer to delay payments. Possible defects will be corrected in accordance with § 11.

We reserve the right to stop the manufacture of an order and to withhold the supply of equipment, products, service, and support, in case due amounts are not paid.

**7. Retention of Title / Right of Property:** Property in the equipment shall not pass to the buyer until payment in full for the same has been received by us. Risk in the equipment shall pass to the buyer upon delivery thereof. As far as machine software, user orientated software, software packages and tools are concerned, the buyer acquires the right of using the software only. The copyright is not transferred.

**8. Loss or Damage in Transit:** If the delivery terms specified in the quote include insurance, we will repair or replace, at our discretion, any goods lost or damaged during transit free of charge. However, it is the customer's responsibility to notify us in writing of any loss or damage within a timeframe that allows us to meet the carrier's conditions for reporting loss or damage during transit. If

the delivery terms in the quoted price do not include insurance, the shipment is carried out at the buyer's risk and expense.

**9. Delivery:** Any quoted time or date for dispatch or delivery is an estimate. We will use our best endeavors to dispatch by the date given, but will not accept any liability for failure to do so. A possible delay in delivery does not entitle the buyer to cancel an order or to refuse receipt of the ordered goods unless the delivery delay exceeds 60 days. We accept no responsibility or liability for delays in delivery as a result of overdue payments.

**10. Installation:** The buyer will provide the necessary labor and, if necessary, suitable products for testing purposes. If technicians are required our technicians must have free access to the installation site and be able to perform their job without being hindered or delayed by others. The buyer shall provide and pay for all necessary permissions from Public Authorities or others.

**11. Warranty and Hardware Defects after Delivery:** SBT Instruments A/S offers a warranty of 12 months on BactoBox and related parts, excluding flow cells, effective from the date of the original invoice. For flow cells, a warranty of 24 months from the invoice date applies if the cells remain unused. If a flow cell is used, the warranty period is 6 months from the date of the first measurement, with the total warranty period not exceeding 24 months from the date of invoice. SBT Instruments A/S will, at its discretion, either repair or replace products that exhibit hardware defects during the warranty period, provided such defects arise solely from faulty design, materials, or workmanship. This warranty is conditional on the defective parts being returned to SBT Instruments A/S if requested. The customer is responsible for ensuring adequate backup of data and settings of BactoBox when a device is returned for repair, and we will assume no liability of the loss of data or settings as part of a repair event. The buyer is responsible for the costs and risks associated with returning defective parts and receiving repaired or replacement parts. However, SBT Instruments A/S will reimburse these costs if the defect is confirmed to be our responsibility. The warranty does not cover defects or damage resulting from improper use or operation, lack of maintenance, designs or materials specified by the buyer, use of equipment or software not supplied by SBT Instruments A/S, unauthorized technical modifications, inadequate power supply, or environmental conditions such as earth connection issues, cabling problems, accommodation, violence, overload, fire, flood, excessive mains noise, or similar conditions. Our liability under this clause supersedes any implied warranties or conditions related to the equipment's quality or fitness for a particular purpose.

**12. IP Rights to SBT Instruments A/S Technology:** Any input or feedback from the buyer that leads to improvements of SBT Instruments A/S' products or further development of SBT Instruments' technology, products, or services does not give the buyer any IP rights. All IP-rights related to SBT Instruments A/S technology, products or services, present and future, are owned by SBT Instruments A/S.

**13. Reverse Engineering:** The buyer agrees not to modify, reverse engineer or disassemble products supplied by SBT Instruments A/S.

**14. Liability:** SBT Instruments A/S cannot be made responsible for the use of BactoBox, including actions performed based on measurements made with BactoBox. SBT Instruments A/S shall under no circumstances be liable for loss of production, loss of profit or any other consequential loss. We maintain a reasonable level of General and Product Liability Insurance cover. The buyer, however, is responsible for Occupier's Liability Insurance and the

provision of safe working conditions on the buyer's premises. We can only accept liability for personal injury and damage to property if caused by the negligence of ourselves or our servants. In no circumstances shall we be liable if the equipment delivered under this contract has been altered or modified in any shape or form by buyer, his employees, or any third party. In case our equipment causes physical personal injury or damage to property, due to a defect in the equipment, we undertake responsibility for that, provided this is imposed upon us by a court. Our total liability for personal injury and damage to property shall be equal to the damages or losses suffered, but shall not exceed DKK 200.000. In no circumstances shall we be liable for consequential loss of any kind suffered or claimed by the buyer or any third party, and without prejudice to the generality of the foregoing, we shall not be liable for loss of contracts or profits or any other losses whatsoever, claimed as arising from the incorrect measuring, recording or processing of data and/or the non-functioning of any of the equipment.

**15. Third-Party Use:** It is the responsibility of the buyer to indemnify SBT Instruments A/S to the same extent as described in these Terms and Conditions of Sale if a buyer lends or sells any products of SBT Instruments A/S. SBT Instruments A/S will only accept liability to the extent described in these Terms and Conditions of Sale for third-party use of our products.

**16. Patents:** In case the proprietor of a Patent, Copyright or Industrial Design, in force in the country in which delivery of the equipment to the buyer has taken place, issues a claim against the buyer of goods supplied by us which may be infringing the Patent, Copyright or Industrial Design in question, the following shall apply. We shall reply or seek to negotiate for settlement of the claim provided the buyer has given us notice in writing at the earliest possible opportunity permitting us at our expense to conduct any litigation that may ensue and engage in negotiations for the settlement of the claim. In case goods supplied by us infringes a Patent, Copyright or Industrial Design, which makes the buyer's further use of the goods impossible, or in case we have settled the claim with the proprietor, we shall, at our own expense choose to apply one of the following solutions:

- a) Secure the buyer's on-going use of the goods in unchanged condition
- b) Exchange the goods with non-infringing goods and similar performance
- c) Modify the goods to become non-infringing goods
- d) Take back the goods and refund the purchase price at its depreciated value at the time of taking the goods back. This depreciation takes place by equal amounts for every year of the lifetime of the goods as determined by us.

The above terms represent our total liability stemming from claims made in connection with infringement of Patents, Copyrights and Industrial Designs.

**17. Copying of Software / Use of Software:** All software and associated documentation supplied by us is covered by Copyright and may not be copied for any purpose.

**18. Right to Use:** For those products (software) for which we transfer the right to use only, it is agreed that the wording "sell" and "buy" or similar wording or derivatives thereof shall mean "transfer the right to use", and "accept the right to use". "Seller" and "buyer" or similar wording or derivatives thereof shall mean "transferor" and "recipient" of the right to use.

**19. Export:** If the buyer or any of the buyer's customers intend to export goods, the buyer shall obtain our consent in writing, having notified us in writing, as to which country the exportation is intended. If the exportation takes place without our written consent

any liability we may have in connection with the goods, inclusive of Product Liability becomes the liability of the buyer only. We cannot be committed or ordered to pay any compensation or damages to the buyer or any of the buyer's customers, or to any third party, as a consequence of the buyer or any of the buyer's customers exporting SBT Instruments A/S goods without our written consent. The buyer is responsible for obtaining any necessary export permission or license from the proper Authorities if the buyer intends to export SBT Instruments A/S goods to any country for which such permission or license is required.

**20. Resale:** The buyer declares that his repeated or continuous purchases of SBT Instruments A/S goods, meant for resale, shall never result in the buyer claiming to be a dealer, sole dealer, agent, distributor or similar of SBT Instruments A/S or its goods. The buyer declares not to have such status, neither in the case of the buyer's name and address being listed in advertisements, magazines, sales literature or similar as one of SBT Instruments A/S's trade connections or similar. The buyer declares to be aware of and consent to the understanding and fact, that status as dealer, sole dealer, agent, distributor or similar, with the associated rights and obligations for the parties, exists only, provided the buyer and we have entered into a distributor agreement by signing a distributor agreement contract with SBT Instruments A/S. We reserve the right to terminate the co-operation and trade with any buyer who buys or has bought SBT Instruments A/S goods for the purpose for reselling the same without any notice and without paying any compensation, damage or the like whatsoever, irrespective of the length of the trade relation or the volume of the trade. We cannot be committed or ordered to pay any compensation or damage whatsoever to the buyer who buys or has bought SBT Instruments A/S goods for the purpose of reselling the same as a consequence of terminating the co-operation and trade as described above.

**21. Cancellation:** Cancellation or suspension of an order or a contract, in whole or in part, is not possible without our agreement in writing.

**22. Application Law:** Above conditions of sale shall always form an inseparable part of any contract or agreement that we may accept and shall in any respect and for any purpose be subject to and construed in accordance with Danish law. Any disagreement or claim that might arise out of this contract shall be settled, by "Sø- og Handelsretten i København". Work under contract shall, as far as may be reasonable practicable, continue during the legal proceedings and no payments which are or shall become due, shall be withheld on account of such proceedings.