

General Terms and Conditions

1. General

- a. In these conditions "Company" shall mean Innovagen AB. "Customer" shall mean the person firm company organisation or agent placing the Order or on behalf of which or whom the Order is placed for the Goods and/or Services. "Goods" shall mean the Goods or materials which are the subject of the Order. "Services" shall mean services of any type which are the subject of the Order. "Order" shall mean a request, written or verbal, by the Customer to the Company to supply Goods and/or Services.
- b. Goods and/or Services are sold or supplied on these conditions, which shall apply to each and every transaction, and prevail over any conditions contained or referred to in any Order, unless otherwise agreed in writing by a Director of Innovagen AB.
- c. The placing of an Order by the Customer shall be deemed to be acceptance of these conditions.
- d. The Company reserves the right to amend accidental errors or omissions in its documentation
- e. These conditions shall be governed by and construed in accordance with the Laws of Sweden and are subject to the exclusive jurisdiction of the Swedish courts.
- f. Nothing in these conditions shall be construed as excluding or restricting any statutory liability or rights which under law must not be so excluded or restricted.
- g. Any notice, required or not under these conditions, shall be in writing addressed to the other party at its registered office or principal place of business or any other address notified by the receiving party to the party giving notice. Any notice shall be deemed to be served
 1. if sent by pre-paid first class post to the party to whom the notice is given on the second working day after posting or
 2. if sent by fax to the recipient's fax number at the date and time given on the senders transmission acknowledgement slip.

2. Use of Goods

- a. All Goods are supplied by the Company for research and laboratory use only and are not to be used in humans or animals for therapeutic purposes. The Goods are not to be used in clinical diagnosis unless specifically stated.

3. Specifications and Liability

- a. The Company warrants that the Goods will conform to or exceed the Company's specifications as supplied with the Goods when used under normal laboratory conditions. If any Goods do not conform to or exceed the specifications in this way then on receipt of notice from the Customer which must be given within thirty (30) days from the Customer becoming aware of such non-conformance the Company will promptly either replace such Goods without charge or refund the amounts paid to the Company in respect of such Goods in the Company's sole discretion.
- b. The Company markets Goods which are intended for use only by or under the supervision of suitably qualified persons. Goods are supplied as being of the kind and quality ordered but are not otherwise sold as being suitable for any particular application. Where it is proposed to transport use or store Goods supplied by the Company in any application or manner which may involve the possibility of danger to persons or property, it is the responsibility of the Customer to establish by testing or otherwise that the Goods are suitable for such transport use or storage and that adequate safety precautions are taken. The Company shall incur no liability whatsoever for injury or loss of any description including consequential or contingent loss or damage arising directly or indirectly from use of Goods supplied by the Company or its agents except where such liability is a statutory requirement.

- c. The sole and exclusive liability of the Company for any Goods proved to the Company's satisfaction to be defective or non-conforming shall be replacement without charge or refund of the purchase price in the Company's sole discretion.
- d. The Company shall not be liable for loss of any nature arising from any cause outside its control.
- e. No warranty is given that the use or sale of the Goods will not cause Customer or his agent to infringe any letters patent, copyright, registered design, trade mark, trade name or intellectual property rights and the Company has no liability whatever to the Customer in this connection.
- f. The Goods are not intended for use as or to come into contact with food or drink for human consumption or for use as drugs for humans.
- g. In the case of certain Goods, orders must be signed by the Customer who must state his name address trade business or profession and the purpose for which each of the Goods is required.
- h. In case liability of any kind does attach to the Company it shall be limited to the value of any applicable Order.

4. Quotations, Prices and Orders

- a. The Company's quotations do not constitute an offer and are for information only and do not form part of any contract and are valid for not more than thirty days unless otherwise stated.
- b. All prices quoted or shown in the Company's documentation are net ex-despatch unpacked and are subject to change by the Company without notice.
- c. All Goods are supplied at prices ruling at the date of despatch.
- d. All prices quoted or shown in the Company's documentation are exclusive of VAT which will be added at the rate applicable at the official tax-point date.
- e. The Company reserves the right to charge extra to quoted or list prices for carriage and/or delivery but such charges may be waived at the discretion of the Company.
- f. The Company reserves the right to add to the list or quoted price any additional costs incurred if the Customer is not able to receive Goods as arranged.
- g. The Company reserves the right to make an additional charge for any special packing or handling procedures needed for hazardous materials or delicate Goods.
- h. The Company reserves the right by giving notice to the Customer at any time before delivery increase the price of the Goods to reflect any increase in the cost of supplying the Goods which is beyond the control of the Company.
- i. All Goods are offered subject to availability.
- j. Orders may only be cancelled with the written consent of the Director of the Company and the Company reserves the right to make a charge for any costs or loss incurred.

5. Risk and Title to Goods

- a. All risk in relation to the Goods passes to the Customer upon delivery but the title to the Goods remains vested in the Company until all sums owed by the Customer to the Company on whatsoever account have been paid in full.
- b. All Goods are supplied by the Company for research and laboratory use only and are not to be used in humans or animals for therapeutic purposes. The Goods are not to be used in diagnostic procedures unless specifically stated. In the absence of a written agreement to the contrary all Goods are sold by the Company for the exclusive use of the Customer and are not to be resold.
- c. Nothing herein shall constitute the Customer the agent of the Company for any purpose.
- d. Nothing in these conditions shall prejudice the right of the Company to be paid in full at the due date for any Goods or Services supplied.
- e. If a Customer who owes money to the Company for any Goods and/or Services becomes the subject of any action or procedure in connection with any actual or impending insolvency bankruptcy receivership administration order or winding up then the Customer must immediately inform the Company accordingly and the Customer must not use sell or

otherwise dispose of any Goods in which the Company has retained title but must immediately return them to the Company.

6. Delivery

- a. Delivery dates are given in good faith and are normally met but are subject to change without notice. The Company shall not be liable for any loss or damage, direct or indirect due to any failure or delay in delivery or failure to notify expected delay.
- b. Any damage or loss in transit must be notified and confirmed in writing to the Company and any carrier concerned within three days of receipt of the Goods. Any other shortages or errors must be notified and confirmed in writing to the Company within three (3) days of receipt of the Goods.
- c. Any non-delivery must be notified and confirmed in writing to the Company within fourteen (14) days of the date of advice of despatch.
- d. Failure to notify in accordance with these Conditions shall invalidate any claim.
- e. The Company reserves the right to deliver pack sizes different from those ordered.
- f. The Company reserves the right to deliver the Goods by instalments and may invoice the Customer for each instalment.
- g. Where Goods are collected from Company's premises the Customer or his representative must ensure that all statutory requirements relating to the transport carriage and handling of the Goods are complied with.
- h. If the Customer does not take delivery of the Goods then the Company may store the Goods until actual delivery and charge the Customer for reasonable costs (including insurance) of storage.
- i. The Company shall not owe the Customer any duty of care under section (h) above and shall not be liable for any loss damage or deterioration of the Goods during storage.

7. Payment

- a. For Customers holding a credit account with the Company or otherwise approved by the Company payment in full shall be made within thirty (30) days of the invoice date. For other Customers remittance of the order amount in full must accompany orders.
- b. Time for payment shall be of the essence of the Contract.
- c. If the Customer fails to pay on the due date then the Company may terminate the Order and/or suspend any further deliveries to the Customer until all debts are paid in full and/or by giving notice in writing to the Customer cancel any other contract between the Company and the Customer.
- d. The Company reserves the right to charge interest on overdue accounts at the rate of five per cent above the current base rate of the Company's bankers. The Company reserves the right to make a charge for any costs or loss incurred due to Customer's failure to pay on the due date.

8. Export Terms

- a. Where the Goods are supplied for export from Sweden if the provisions of this Section 8 are inconsistent with any other provisions of these Conditions the provisions of Section 8 shall prevail.
- b. The Customer shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties.
- c. The Customer shall where applicable
 1. not either directly or indirectly export the Goods or any other product incorporating the Goods without first obtaining a license to export or re-export from the Swedish Government
 2. comply with the export regulations of the Swedish Government.

9. Intellectual Property

- a. All intellectual property and other proprietary rights (including but not limited to trademarks and copyright) and all technical business or similar information (including but not limited to all designs documents and other materials relating to the Goods) created by the Company during the course of the Order shall be and shall remain the property of the Company.