

## 1. General

1.1 These General Terms and Conditions for sales of Services (the "Conditions") shall apply to all sales of services, including but not limited to diagnostic services, and all related service transactions (the "Services") between Statens Serum Institute ("SSI") and Buyer. Different conditions or reservations of the Buyer are binding only if expressly acknowledged in writing by SSI.

1.2 The Conditions shall remain in force even in individual cases where they are not enclosed, but have been brought to the Buyer's attention.

1.3 Offers (in particular as found in price lists, brochures, the internet etc.) are non-binding to SSI.

1.4 All agreements (except for these Conditions) and legally relevant declarations by the contracting parties are valid only if agreed in writing. In the event of conflict between contractual provisions agreed in writing and these Conditions, the contractual provisions shall prevail.

1.5 Regarding special conditions for Sales and Delivery of Monoclonal and polyclonal antibodies, MBL-standards and HyBER™ please see section 7.3.

## 2. Execution of Contract

2.1 A contract for the sale and purchase of the Services (the "Contract") shall become valid upon, the earliest of 1) ordering the Services (the "Requisition") and/ or 2) upon the issuance of an invoice to Buyer.

2.2 Deviations from the Requisition shall become an integral part of the Contract when such has been confirmed in writing by SSI. SSI reserves the right to correct simple requisition and invoicing errors.

## 3. Scope of Services

3.1 In order for SSI to perform the Services, in particular diagnostics services, SSI shall receive the physical materials in full accordance with the descriptions on [www.ssi.dk](http://www.ssi.dk).

3.2 SSI shall employ diligent commercial efforts in performing the Services and on the date/time agreed in the Contract. If such is not specified or in the event of late delivery the Buyer shall have no right to indemnity or additional performance. The Buyer shall not have the right to withdraw from the Contract.

3.3 If SSI is unable to deliver on time or at all due to non-conforming materials events beyond its control (force majeure) occurring at SSI or its suppliers, SSI shall have the right to withdraw from the Contract in whole or in part. In particular, SSI reserves the right to effect partial performance of the Services.

## 4. Passage of Risk and Title

4.1 Title and risk of the Services shall pass to Buyer upon the performance of the Services.

## 5. Use of Services

5.1 Unless expressly designated in writing as intended for use by consumers, the Services are intended only for professional use, including and limited to laboratory or healthcare use ("Professional Use").

5.2 Buyer shall for any use ensure that all relevant information accompanies the Services, including but not limited to other relevant health information, and shall, at its own risk, secure in SSI's favour all limitations of liability found herein. If Buyer fails to do so, Buyer shall hold harmless and indemnify SSI for any claim against SSI.

## 6. Records

6.1 Buyer shall maintain records for the Services as required by law, custom and practice.

## 7. Recall of Services

7.1 SSI may recall the Services at any time for any cause. Both parties shall use their best efforts in executing a recall of the Services. If SSI caused the recall, it shall, at its discretion, provide replacement of the Services or refund the purchase price. This section 7.1 comprises Buyer's exclusive, aggregate remedies involving recall.

7.2 Buyer shall obtain all licenses and exchange control and other official approvals necessary for the import, export and usage of any test materials and/ or the Services; failure to do so shall not discharge Buyer of any duties herein.

7.3 Monoclonal and polyclonal antibodies, MBL-standards and HyBER™ are:

- Manufactured for research use only.
- Not for use in diagnostic procedures.
- Not for therapeutic use.

## 8. Terms of Payment

8.1 Buyer shall at its expense make full payment in EUROs by SWIFT wire transfer, within 30 (thirty) days of the date of the invoice, to:

Danske Bank  
Holmens Kanal 2-12 DK-1092 Copenhagen K  
Account no.: 3100-100010704  
IBAN: DK2530003100010704

SSI may collect accrued interest on all overdue sums at the maximum rates permitted by law, and recover all costs and late fees involved in obtaining payment of said sums.

8.3 SSI's duty for the Services is expressly conditioned on Buyer's full performance of its duties of timely payment under these Conditions.

8.4 Buyer shall have no pledge or lien on the property of SSI.

## 9. Limited Warranty and Limitation of Liability

9.1 SSI warrants that the Services are performed according to SSI's written specifications in the Contract (the "Warranty"). In case of defects or other non-conformity, SSI may at its discretion either replace the defective or non-conforming Services or reimburse Buyer for an amount equalling the purchase price paid for the defective or non-conforming Services in question. This Warranty is the sole warranty provided as regards the Services, replacing and superseding all other warranties, whether express or implied by law, trade, custom, or otherwise, and the remedies described herein are the exclusive remedies of Buyer in case of defects or non-conformity.

9.2 Recovery under the Warranty is subject to Buyer proving actual loss, SSI's breach of the Warranty, and demonstrating that Buyer stored and used the Services in accordance with all specifications and other written and oral instructions, as well as with all relevant laws, rules and guidelines and with general industry standards.

9.3 To the extent permitted by law, SSI shall, regardless of cause, have no liability for damage to Buyer's or a third party's property or for losses relating thereto.

9.4 Notwithstanding the above, SSI shall have no liability for any loss or damage arising from or related to side-effects caused by the Services but generally deemed as reasonably acceptable under the relevant circumstances, whether or not a side effect was known or foreseeable, and including but not limited to side effects warned of in SSI's written information. Buyer waives all such claims.

9.5 SSI shall in no event, regardless of cause, be liable for any indirect, special, punitive or consequential losses or damages, including but not limited to loss of profit, loss of business, and legal costs or fees, regardless whether such losses or damages are suffered by Buyer or a third party. For the avoidance of doubt this limitation of liability shall apply regardless the basis on which such losses or damages are based, including but not limited to delay, defects, product liability, professional liability, contract, warranty and tort.

9.6 In respect of all third party claims, including but not limited to negligence, death or personal injury, Buyer shall, to the extent permitted by law, hold harmless and indemnify SSI fully against any and all claims, costs and fees exceeding SSI's relevant limits of liability expressed elsewhere herein.

## 10. Law and Jurisdiction

10.1 As permitted by law, SSI and Buyer waive all international trade provisions, even as enacted into law.

10.2 These Conditions shall be governed and construed in accordance with the laws of Denmark, except for any provisions on choice of law.

10.3 Any dispute, controversy or claim arising out of or in connection with these Conditions, including any questions regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the "Rules of Procedure of the Danish Institute of Arbitration" ("Danish Arbitration"), which rules are deemed to be incorporated by reference into this section 10.3. The language to be used in the arbitral proceedings shall be English, but the parties shall be entitled to produce documents without translation in English and Danish. The arbitral tribunal shall be composed of three (3) arbitrators appointed by the Danish Institute of Arbitration.

10.4 Notwithstanding the above, Buyer shall on request from SSI assist or become formally involved as a party, as the case may require, in any dispute between a third party and SSI no matter the jurisdiction, the venue and the language for such dispute.