

## **General Terms & Conditions of Sale (Sweden)**

### **1. Area of Application**

1.1 These General Terms and Conditions of Sales (the "Terms and Conditions"), is applicable between customer and the company within the Swedish Eurofins' company group that has accepted the customer's order ("EF"). The Terms and Conditions applies for all orders by a customer accepted by EF, including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A company within the Swedish Eurofins' company group means any company conducting business in Sweden and that form a part of Eurofins Scientific S.A's company group. A contract with these Terms and Conditions enters into force when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES accepts the order in writing or (b) ES proceeds to fulfil that order, without need for any written confirmation from ES.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No representative of ES (other than the Chief Executive Officer of ES or another person authorized to sign for ES), neither an officer, employee, agent nor a subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Chief Executive Officer of ES or another person authorized to sign for ES.

### **2. Placement of Order**

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work unless the order is clear and ES has been provided with all required information.

2.2 Unless specifically accepted in writing and signed by the Chief Executive Officer of ES or another person authorized to sign for ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 ES is entitled to charge management and administrative fees of up to two hundred (200) SEK in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 If the customer wishes to cancel a logistic service performed outside the laboratory, the customer shall provide written notice to ES with such notice period that ES (according to ES) has the time to cancel the logistic service at least one hour prior to the commencement of the service. If the

cancellation is notified after the specified deadline, ES is entitled to debit the customer an extra charge for delay of SEK three hundred (300).

### **3. Price and Terms of Payment**

3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of one hundred and twenty (120) SEK and may carry interest in accordance with the Swedish Interest Act, (.i.e. reference interest +8 % p.a.).

If the customer fails to pay the entire invoice amount within three months then ES has the right to terminate all agreements with the customer and customer is liable to compensate ES for all incurred damage.

3.4 Invoices are subject to a minimum invoice charge of three hundred (300) SEK. ES has the right to charge an administrative fee of up to two hundred (200) SEK to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement in writing from ES. The customer undertakes to provide bank account details.

3.6 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

### **4. Duties of Customer in Delivering Samples or Materials**

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations and all other relevant legal obligations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for,

and indemnifies ES against, all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

## **5. Property Rights on Sample Material and Sample Storage**

5.1 All samples become the property of ES to the extent necessary for the performance of the order. ES is responsible for storage of samples in accordance with the requirements due to ES's accreditation according to ISO 17025. Except for the requirements according to the accreditation, ES is only responsible for storage if the customer has paid for it. If the customer pays for storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

5.2 When ES is no longer responsible for storage according to section 5.1 above, ES may immediately dispose over or destroy the samples unless ES and the customer have agreed in writing on other conditions for ES' retention of the samples. ES also has the right, without further notice and at the customer's expense, to dispose of or destroy the samples after the agreed upon retention period or the time according to the accreditation, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk.

## **6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

## **7. Transfer of Property**

7.1 Unless ES and the customer have agreed otherwise in writing, ES shall retain the ownership of the analysis results, products, equipment, software or similar supplied by ES to the customer. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time to stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

7.2 After the customer's consent, ES has the right to store, use and publish all analysis results.

## **8. Limited Warranties and Responsibilities**

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which

raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

## **9. Limitation of Liability**

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than fifteen (15) days after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of the order and (ii) ten times the amount ES actually received from the customer in relation to the order up to one hundred and twenty thousand (120 000) SEK.

9.2 The ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying

Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

## **10. Repeated Analysis**

Objections to test results can be made within fifteen (15) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## **11. Force Majeure**

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

## **12. Confidentiality & Processing of Customer Data**

12.1 Subject to clause 12.2-12.6, ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party.

12.2 The customer is responsible for all processing of personal data under the Swedish Personal Data Act (1998:204). ES agrees to comply with the Personal Data Act (1998:204). ES and the person or persons working under its direction may only process personal data in accordance with the instructions from time to time supplied by the customer. If ES is missing instructions that ES deems necessary to carry out the order ES has received from the customer ES shall, without delay, inform the customer about its position and await the instructions ES deems necessary.

12.3 In the event that a data subject, the Swedish Data Inspection Board or any other third party requests information from ES for the processing of personal data, ES shall refer to the customer.

12.4 ES shall implement the measures referred to in Article 31 of the Personal Data Act (1998:204), which means that ES should take appropriate technical and organisational measures to protect the personal data processed from unauthorized access, destruction and alteration. ES will be prepared to comply with the Swedish Data Inspection Board decisions on measures to meet the legal safety requirements.

12.5 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.6 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES, price information included, and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any

liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

12.7 The restrictions according to section 12.6 shall not apply to information that the customer is required to disclose by law, other regulation or authority's decision.

12.8 The customer may not, without the written consent of ES, mention or otherwise refer to ES, or the customer's agreement with ES, in its marketing, communication or other announcements.

### **13. Disclaimer and Miscellaneous**

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

### **14. Governing Law/ Jurisdiction**

The construction, validity and performance of these Terms and Conditions shall be governed by the laws of Sweden.

Any dispute or difference between the Parties arising out of or in connection with these Terms and Conditions shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The proceedings shall take place in Stockholm.