

AGRISERA GENERAL TERMS AND CONDITIONS FOR GOODS

These general terms and conditions (the "GTC") will apply to all Products provided to customers by Agrisera AB, Swedish reg. no 556263-2769, ("Agrisera"), unless and to the extent specifically otherwise agreed in writing.

By submitting a Purchase Order, Customer acknowledges and accepts to be bound by these GTCs.

1. DEFINITIONS

Unless defined elsewhere in the Agreement, the following terms shall have the meaning hereby ascribed to them.

"**Agreement**" means the agreement (i.e. the Purchase Order issued by Customer which has been accepted by Agrisera as set out in Section 2.3) for Agrisera's supply of Products to Customer, of which these GTC constitute an integral part;

"**Business Days**" mean any day (other than a Saturday, Sunday or public holiday) on which the clearing banks in Sweden are open for business;

"**Customer**" means the individual, company or other organization submitting a Purchase Order to Agrisera for Products;

"**Export Control Laws**" have the meaning as defined in Section 8;

"**Products**" mean antibodies and reagents provided by Agrisera;

"**Purchase Order**" means an order for Products issued by Customer to Agrisera by e-mail, telephone or via Agrisera's website;

"**Specifications**" mean the specifications in the data sheet provided for each Product.

2. PURCHASE ORDER CONFIRMATION

2.1 The following information must be provided by Customer when placing a Purchase Order;

- (i) Purchase Order number;
- (ii) VAT/Tax identification number for EU Customers;
- (iii) a corporate registration number for non-EU Customers;
- (iv) delivery and invoice address; and
- (v) name of contact person and its phone number and e-mail address;
- (vi) information about choice of either Agrisera's carrier or Customer's own carrier ("Carrier").

2.2 When placing a Purchase Order for Products, in addition to the information in Section 2.1, the Product number, the Product name and quantity must be provided.

2.3 Upon receipt of the Purchase Order, Agrisera will by email confirm price, availability, the address Products are shipped from, expected delivery date and any other relevant information regarding the ordered Products. The Purchase Order is binding between the parties, i.e. the Agreement is concluded, upon Agrisera's acceptance of the Purchase Order.

3. DELIVERY TERMS

3.1 The Products will be delivered EXW (INCOTERMS 2020) from Agrisera's shipping address as indicated in the confirmation email (see 2.3) using the Carrier chosen in the Purchase Order.

3.2 Agrisera will select packaging. Any shipping and handling costs will be paid by Customer and are not included in the price for Products but separately added to the invoice.

3.3 Agrisera is not responsible for any custom delays but Agrisera will, however, use reasonable efforts to assist in such situations.

3.4 Agrisera shall hold title to the Products until they are delivered to the delivery address specified in the applicable Purchase Order and Agrisera has received full payment for such Products, at which point title shall pass to Customer.

4. PRICES AND TAXES

4.1 Customer undertakes to pay the prices for the Products valid at the time of Agrisera's acceptance of the Purchase Order. All valid prices are presented at Agrisera's website.

4.2 Agrisera has the right to change prices for a specific Product at any time without prior notification. The changed price will be presented at Agrisera's website.

4.3 Once a year (in January) all prices and rates in EUR will be adjusted. The USD prices and rates are adjusted every three months.

4.4 Agrisera will not cover custom duties and taxes. Customers within EU must provide VAT number when ordering. Swedish VAT of 25 % will be added to the invoices for customers in Sweden.

5. INVOICING AND PAYMENT

5.1 Unless payment made by using a card, Customer shall pay, in the currency specified in the invoice, the applicable invoiced amount within thirty (30) days of its receipt of the invoice. Customer will be charged a late payment fee of 5 % per commenced month of delay.

5.2 If payment is made by using a card on Agrisera's website will charge the card Customer has entered to use for payment for a Purchase Order after Customer submits the total price of Products (including all applicable delivery charges), Agrisera will immediately contact Customer's bank or card issuer for authorization to take payment from the chosen card.

5.3 Customer is responsible for any bank charges that might occur when making a payment under these terms.

6. DELAYS

6.1 Unless specifically agreed otherwise in writing, all timelines set out in the Agreement are estimates only. Agrisera will try to meet any such specified timelines, however the performance will be depending on availability and any lead times that may apply. Agrisera will promptly inform Customer of any expected delays. However, Customer may not hold Agrisera liable for any losses, expenses or damages caused by delays in delivery.

7. SPECIAL TERMS FOR PRODUCTS

7.1 Intellectual Property Rights and Permitted Use of the Products

7.2 All intellectual property rights and other rights, including without limitation patents, design rights, trademarks, copyright, trade secrets and know how, relating to the Products supplied by Agrisera hereunder, including the Specifications, shall at all times be the exclusive property of Agrisera or its licensors.

7.2.1 Customer may only use the Products for research purposes and for no other purpose.

7.2.2 The Products may not be resold or modified for resale without prior written approval from Agrisera.

7.2.3 Customer is solely liable to ensure compliance with any regulatory requirements related to Customer's use of the Products. Customer shall ensure that the Products are stored, handled and otherwise used in a safe and professional manner.

7.3 Inspection and Conformance

7.3.1 Agrisera warrants that the Products upon delivery in all material respects meet the requirements in the Specifications.

7.3.2 Customer shall inspect the Products immediately upon delivery and notify Agrisera of any damage or discrepancies, including regarding quantity delivered.

7.3.3 In case a Product is deemed not to meet the Specifications, or if there are other non-conformances, Customer must notify Agrisera hereof in writing immediately after identifying the problem and provide all necessary information about the issue including its use of the Products. In any event Customer must inform Agrisera about any such issues within six months from the day of delivery. Upon receiving the complaint Agrisera will investigate the problem.

7.3.4 In the event that the Products are confirmed by Agrisera not to meet the Specifications or not conform to the quantity of the Purchase Order, and this is not caused by Customer's use of the Products, Agrisera will, at its discretion, replace the affected Product or refund the purchase price paid for the affected Product. Agrisera will not refund non-conformances that should have been identified upon delivery or that is the result of incorrect handling of the Products by Customer. Agrisera does not accept Product returns.

7.3.5 Agrisera's liability for any claim relating to the Products shall be limited to such replacement of Products or refund of the purchase price as provided in Section 7.3.4.

7.3.6 The above constitutes the only representations made by Agrisera with respect to the Products and all other representations and warranties, including, without limitation, any implied warranty or condition regarding results obtained through the use of the Products (such as to the effect that the results will be accurate, valid or complete), of merchantability, fitness for a particular purpose, non-infringement or otherwise are hereby expressly excluded.

8. EXPORT CONTROL

8.1 Customer acknowledges that the Products may be subject to export control laws, regulations and orders of the United States, the European Union and/or other countries (the "**Export Control Laws**"). Customer shall at all times comply with the requirements under the Export Control Laws and obtain any license, permit or authorization required to import the Products

9. GENERAL LIMITATION OF LIABILITY

- 9.1 In no event shall Agrisera be liable to Customer for loss of production, loss of profit, loss of use, loss of business, loss of data, revenue or any other economic loss, or for any special, indirect, incidental or consequential loss or damages, whether or not the possibility of such loss or damages could have been reasonably foreseen and whether as a result of breach of contract, warranty or tort.
- 9.2 Further, in no event shall Agrisera's total liability in connection with the Agreement exceed an aggregate amount corresponding to the price paid by Purchaser for the Products and Services under the Agreement.
- 9.3 The limitation of liability provided for in this Section 9, shall not apply with respect to Section 111 (Confidentiality).

10. FORCE MAJEURE

- 10.1 Agrisera shall not be liable for any non-performance under this Agreement to the extent and for so long as performance is prevented or substantially impaired by an event over which Agrisera has no ability or authority to effectively control or influence, including but not limited to riots, strikes, wars, insurrection, rebellions, terrorist acts, civil disturbances, dispositions or orders of governmental authorities, earthquake, freeze, storm, explosion, fire, flood, inability to obtain equipment, supplies or fuel, or pandemics. A Force Majeure event suffered by a subcontractor shall also discharge Agrisera from liability.

11. CONFIDENTIALITY

- 11.1 All information disclosed under this Agreement will be deemed as confidential.
- 11.2 Except as provided below in this Section 11, the receiving Party of confidential information agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, confidential information so received, and shall not make use of or copy such confidential information, except for the purpose of this Agreement.
- 11.3 The provisions of this Section 111 shall not apply to any information, which the receiving Party can demonstrate; (i) is or becomes public knowledge other than by breach of this Agreement; or (ii) was in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is independently developed by the receiving Party without use of any confidential information provided by the disclosing Party.
- 11.4 The confidentiality obligations under this Section 11 shall continue to apply for a period of five (5) years after the disclosure of the confidential information.

12. PERSONAL DATA

- 12.1 Agrisera's Privacy Policy describes how Agrisera processes personal data provided to Agrisera when delivering the Products or during the performance of the Services. Agrisera's Privacy Policy can be accessed at the following web address: <https://www.agrisera.com/en/info/privacy-policy.html>. The Privacy Policy is regularly updated.

13. MISCELLANEOUS

- 13.1 The Agreement including these GTCs, constitutes the entire Agreement and understanding between Customer and Agrisera with respect to Customer's purchase of Products and Services from Agrisera.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 The Agreement shall be construed and determined by the substantive laws of Sweden, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute or claim arising out of or in connection with these GTCs or the breach, termination or invalidity thereof, shall be exclusively submitted to Arbitration according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Arbitral Tribunal shall consist of three arbitrators to be nominated and appointed in accordance with the SCC-Rules. The language of the arbitration shall be English. Place of arbitration is Stockholm, Sweden. The Arbitral Tribunal has the express authority to submit to the Parties at any stage of the arbitration proceedings a proposal for the settlement of their dispute. The arbitral procedure shall be determined by the Arbitral Tribunal in accordance with the SCC-Rules, taking into account with respect to evidentiary proceedings the general principles of the forum arbitri. In the event that the amount in dispute of the claim is below EUR 200,000.00 (Two Hundred Thousand Euros) a Sole Arbitrator is appointed in accordance with the SCC-Rules; counterclaims or set-off defenses by a respondent are not permitted in such case.

15. LICENSED PRODUCTS

General Terms and Conditions for the antibodies licensed from the laboratory of Michael G. Hahn, PhD, University of Georgia can be found [here](#).