

2020-10-27

GENERAL

1. These general conditions (the "**General Conditions**") shall apply on all sales of products (the "**Product(s)**") made by Navinci Diagnostics AB, corp. reg. no. 556663-6998, or as the case may be, companies from the same company group ("**Navinci**") to the purchaser of the Products (the "**Purchaser**"). In addition, when applicable, if Navinci also provides services in addition to Product(s) or instead of Product(s), *Navinci's Specific Terms and Conditions for Services, Appendix 1*, shall also apply to such services, and are incorporated herein by reference.

"**Party**" means Navinci or the Purchaser and "**Parties**" shall mean both Navinci and the Purchaser.

2. Modifications and amendments to these General Conditions shall not bind Navinci unless made in writing and agreed to by the Parties.
3. The Purchaser's general conditions or similar provisions do not apply to the order made between the Purchaser and Navinci, unless the use of the Purchaser's conditions has explicitly been agreed between the Parties.
4. By placing an order of the Products, the Purchaser agrees that these General Conditions will apply to the order, future orders as well as future legal relationships between Navinci and the Purchaser.
5. If a specific provision of these General Conditions is or becomes invalid, the remaining provisions shall remain valid. If a provision is invalid, the Parties shall agree to a valid substitute provision that comes as close as possible to the invalid provision.
6. Variations from these General Conditions may be made by Navinci. Such variations will be in effect upon the notification to the Purchaser.

CONCLUSION OF CONTRACTS

7. A contract between the Parties is concluded by Navinci's written confirmation of the Purchaser's order. For clarity: a valid confirmation may be made by e-mail. All orders are accepted by Navinci subject to these General Conditions and these General Conditions shall therefore form part of all contracts relating to the purchase of the Products from Navinci. For the avoidance of doubt, Navinci is under no obligation to accept any of Purchaser's purchase orders.

PRODUCT INFORMATION

8. All information and data contained in general Product documentation and price lists, whether in electronic or any other form, are binding only to the extent they are expressly included in the contract by reference.

PRICE AND PAYMENT

9. Unless otherwise agreed to in writing, orders accepted by Navinci will be invoiced at the price confirmed in writing by Navinci to the Purchaser.
10. Unless otherwise agreed to in writing, all payments are due thirty (30) days after date of invoice.
11. If the price has not been fixed in the contract, the Purchaser shall pay the amount stated in Navinci's general pricelist. Navinci has the right to revise and change its general pricelist at any time.
12. The price does not include value-added tax (VAT). Any shipping expenses, customs, duties and charges levied on the sale of the Products shall be borne by the Purchaser, unless otherwise specifically agreed to.
13. If (i) a definite price has been agreed to and (ii) an export- or import charge, tax or other similar surcharge is imposed or changed for the Products after the conclusion of the contract, Navinci reserves the right to change the price accordingly to cover such charge.
14. An interest rate of two (2) percent per month shall apply to any amount not paid on or before such payment date. Navinci may further charge an administration fee according to law, for each non-payment reminder sent to the Purchaser.
15. The Purchaser shall not be entitled to withhold or set-off payment for Products delivered for any reason whatsoever.
16. If there are reasonable grounds for assuming that the Purchaser will not fulfil its obligations to make payment, Navinci has the right to demand that the Purchaser lodge an acceptable security (irrevocable letter of credit or a bank guarantee or other reasonable security).
17. Failure of Purchaser to pay any amount specified under the purchase order when due shall constitute a material breach of the purchase order and these General Conditions. Without in any way prejudicing any of its right under the contract, Navinci may withhold further deliveries of Products or other agreed performance until the Purchaser has remedied its default in full.

CUSTOMIZED PRODUCT

18. Navinci may request for fifty (50) percent of the price to be paid in advance if the Purchaser has ordered a Product to be customized by Navinci in accordance with Purchaser's instructions. Such payment shall be made prior to Navinci's customizing of the Product. Payment made in advance for a customized Product or Products cannot be refunded to the Purchaser.

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RESERVATION OF TITLE

19. The Products remain the property of Navinci until paid in full by the Purchaser.

TERMS OF DELIVERY

20. The terms of delivery shall be EX Works (Incoterms 2020) Uppsala, Sweden or such other facility that Navinci may direct.
21. All shipping costs are the responsibility of the Purchaser. If Navinci assists the Purchaser in arranging and/or prepaying freight and insurances, such costs may be invoiced by Navinci to the Purchaser.

TIME OF DELIVERY AND DELAY

22. Navinci shall use its commercially reasonable efforts to deliver the Products in accordance with the delivery dates as set out in its order confirmation. Partial deliveries shall be permitted unless otherwise agreed. However, late deliveries or non-delivery are no basis for any claims against Navinci, and the Purchaser hereby waives all rights to make claims for liability based thereon, unless the Purchaser proves that there is a failure in relation to an accepted order and the failure was the result of Navinci's gross negligence. Navinci shall not be held responsible for any delays other than set out in this Section 22.

USE OF PRODUCTS

23. Purchaser may only use the Products in accordance with the intended purpose of the Product.
24. Furthermore, Purchaser may only use the Products in accordance with the provisions of these General Conditions, the order confirmation, and Navinci's other instructions to Purchaser, as provided from time to time.

PRODUCT WARRANTY

25. Navinci warrants that the Product(s) sold to the Purchaser, when delivered, conform to the Product specifications provided by Navinci in writing, or when applicable (if there are no specifications), otherwise are free from any deficiencies in material or workmanship (the "**Warranty**"). Navinci makes no warranty that the Products are suitable for any particular use.
26. Navinci's liability under the Warranty covers only defects arising during the Warranty period as defined below. The Warranty period shall begin on the date the Product is delivered to the Purchaser and shall continue until the expiry date ("*shelf life*") of the Product.
27. Navinci is not liable for, and the Warranty does not extend to (i) defects arising out of materials provided

by Purchaser, or from a design stipulated or specified by the Purchaser; (ii) defects caused by circumstances arising after the risk of the Product has passed to the Purchaser; (iii) defects arising from improper use of the Product, including but not limited to, negligent handling or failure to observe the instructions for use accompanying the Product; (iv) defects arising from the combination with products or services not provided by Navinci; and (v) normal wear and tear or normal deterioration.

28. Navinci's sole liability under the Warranty shall be, at Navinci's own expense, to remedy any non-conformance with the Warranty by replacing and redelivering a conforming Product or by crediting the non-conforming Product.
29. In order to exercise its rights under the Warranty, the Purchaser must notify Navinci in writing of any defect in accordance with the following: (a) within seven (7) days from the date of the delivery, if the defect should have been discovered during the Purchaser's inspection of the Product; or (b) in other cases, without undue delay after the discovery of the defect and under no circumstances later than two (2) weeks after the expiry of the Warranty period set out in Section 26. The notice shall contain a description of the defect. For clarity, Navinci shall have no liability for claims not notified within this period.
30. If the Purchaser requests to exercise its rights under the Warranty, and Navinci determines that there is no defect covered by the Warranty, the Purchaser shall pay or reimburse Navinci for all costs Navinci has incurred by investigating and responding to the Purchaser's request.
31. After Navinci has received written notification of a defect in accordance with Section 29, Navinci shall remedy the defect with the urgency that the circumstances require.
32. Navinci shall not be held responsible for damage caused by the Product on any property or the consequences of such damage, if the damage occurred while the Product was in the possession of the Purchaser.
33. Navinci may provide certain technical know-how or support to the Purchaser regarding the use of Products. Navinci makes no warranty regarding the sufficiency or accuracy of such technical know-how or support.
34. The Warranty and the above Sections 25–34 are the sole and exclusive warranties and remedies given by Navinci to the Purchaser with respect to the Products. There are no other warranties, express or implied, arising by operation of law or otherwise, including, but not limited to, any implied warranties for freedom for infringement, merchantability or fitness for a particular purpose, and the Purchaser waives all rights to any such claims against Navinci.

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INTELLECTUAL PROPERTY

35. **“Intellectual Property”** means all right, title and interest in and to any intellectual property, including, without limitation, ownership and other rights to copyright, patent, concept, layout, rights relating to design, trade names, trademarks, methods, ideas, processes, tools and know-how, as well as the right to apply for formal protection or otherwise enhanced protection for any such right.
36. All Intellectual Property in or relating to the Products (whether registered or not) or other property and information provided by Navinci or on behalf of Navinci are and shall remain the property of Navinci. All Intellectual Property and goodwill relating to Navinci’s trademarks, logotypes and other distinctive marks (if any) arising from the use thereof by the Purchaser shall inure solely to the benefit of Navinci. Nothing in these General Conditions shall be construed as a grant, assignment or transfer of any Intellectual Property with respect to the Products or any of the Intellectual Property therein or relating thereto. The Purchaser expressly undertakes not to decompile, reverse-engineer, modify, disassemble, recreate or generate any of the Products or part thereof.
37. The Purchaser has no right to use or register (or assist anyone to use or register) any trademark, product name or trade name (including domain names) which is identical or confusingly similar to Navinci’s trademarks, product names or trade names (including domain names) without Navinci’s prior written consent

LIMITATION ON LIABILITY

38. Navinci’s liability under the Warranty is limited as set out above in Section 28.
39. In addition, the aggregate liability of Navinci, howsoever arising, shall be limited to fifteen (15) percent of the purchase price under the contract for the Products. The limitation of liability does not apply if the Purchaser can prove that the damage has been caused intentionally or by gross negligence on the part of Navinci.
40. Navinci shall in no event be liable for any indirect, incidental or consequential damage, such as, but not limited to loss of production, lost profits, cost of procurement of substitute goods by the Purchaser and/or its customers, loss of information and data, business interruption, cost of capital, loss of goodwill or anticipated savings or other economic consequential loss regardless of type, whether on account of defects, performance, non-performance, delay, personal injury, property damage or otherwise, and whether foreseeable or not and regardless of whether Navinci has been advised of the possibility of such damage or not.

FORCE MAJEURE

41. Navinci shall not be liable for any delay or failure in carrying out its obligations under the contract, which is caused wholly or partly by circumstances outside of Navinci’s reasonable control, such as delay in transportation, fire, labour disputes, accidents, epidemics or pandemics, delay in customs procedure, change of law or regulation, government actions, or other similar events, or defects or delays in deliveries by sub-suppliers.

GOVERNING LAW AND DISPUTE RESOLUTION

42. Contracts covered by these General Conditions shall be governed by and construed under the substantive laws of Sweden, without any reference to its conflict of law principles. The United Nations Convention on contracts for the International Sale of Goods (CISG) shall not apply to any of the orders placed.
43. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). 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 seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish, unless the Purchaser is a non-Swedish entity, in which case the language shall be English.

44. Notwithstanding the above, Navinci reserves the right to, free of its own choice, initiate court proceedings in competent court in the country of which the Purchaser has its place of business.

Appendix 1

Navinci’s Specific Terms and Conditions for Services