

General sales and delivery terms

1. Introduction

These general sales and delivery terms apply for all deliveries of Analysis Services from the Supplier to the Customer. The Analysis Services comprise the services indicated on the signature page. The Supplier organizes its work pursuant to the relevant ISO standard (17025).

2. The Supplier's services

The Supplier shall supply analysis in the form of a report to the Customer ("**Analysis Results**"). The Analysis Results shall be provided in the Supplier's Customer portal "PHARMAQ Insight", and will be presented on the Customer's personal area.

3. The Customer's obligations

The Customer shall take, transport or have transported and deliver samples to the Supplier in the amount, state and ways prescribed by the Supplier. The Customer shall answer inquiries from the Supplier without undue delay and shall loyally cooperate with the Supplier in order to enable the Supplier to perform its obligations pursuant to the Agreement. The Customer is obligated to pay consideration for the Analysis Results timely and in accordance with each invoice. The Customer may not declare set-off in any claim against the Supplier. The Customer shall comply with the Supplier's guidelines and procedures regarding sampling and shipment of samples to the Supplier. The Supplier is not responsible for any errors, defects or delays in whole or in part caused by the Customer not complying with the Supplier's guidelines and instructions. If the Agreement is exclusive for parts of the Analysis Services, the Customer undertakes to exclusively buy those Analysis Services from the Supplier. If the Agreement is a Group Agreement, all companies in the same group as the Customer ("**Group Companies**"), cf. the Companies Act/Joint Stock Public Companies Act section 1-3 or equivalent for other organizations, shall have rights and obligations under this Agreement as if they were the Customer. The Customer guarantees the Group Companies' fulfilment of their obligations under the Agreement and the Customer and the Group Companies are jointly and severally liable for the fulfilment of each other's obligations pursuant to the Agreement.

4. Consideration and payment

The prices are set out in the annexes and apply as of the Agreement Date. The prices will be adjusted with effect from 1 January each year in line with the increases in the consumer price index. The Supplier will invoice in arrears and invoicing will normally take place every week. The invoice amount is payable fourteen (14) days after the invoice date. Applicable value added tax and shipping/handling fees pursuant to the current rates will come in addition to the quoted prices. All prices presuppose electronic delivery of all ATPase data to the Supplier. Manual processing of ATPase data will be subject to additional invoicing. Work not comprised by this Agreement, for instance assistance in relation to sampling and participation in projects, will be agreed upon if this becomes relevant. The hourly rate is at the Agreement Date NOK 1090,- per hour. The Customer will cover travel and accommodation costs, unless otherwise agreed separately.

In case of late payment, interest pursuant to the Interest On Overdue Payment Act will apply. Accrued interest will be added to the principal amount at the end of each year.

5. Confidentiality

The Parties undertake to process information about the other Party confidentially. Excluded from the confidentiality obligation is information, which must be provided to a court or a public authority despite the confidentiality obligation.

6. Rights

The Supplier or the Supplier's licensors have full and unrestricted copyright and proprietary rights and all other intellectual property rights in technical solutions, analysis methods, probes, primers and Analysis Results. The Supplier obtains the ownership rights relating to the samples received from the Customer when the samples are delivered to the Supplier. The Customer is granted a right to use the



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Analysis Results for the purpose for which they were received. The Supplier may freely use the Analysis Results for research and marketing purposes provided that the Customer is not named. Technical or methodological solutions or inventions developed in conjunction with the parties' cooperation shall vest with the Supplier. The Supplier shall be entitled to submit applications regarding patent and/or other rights protection in its own name and register trademarks for use in connection with the solution.

7. Breach of contract

There is a breach of contract if a Party fails to fulfil its obligations pursuant to the Agreement. There is, however, no breach of contract if the situation is due to circumstances attributable to the other Party or force majeure. If a Party does not complain in writing without undue delay after a breach is discovered or should have been discovered, the Party will lose its right to seek remedy for the breach of contract. This does, however, not apply to the Customer's breach of its payment obligations. If there is a material breach of contract, the affected Party may, after giving the defaulting party written notice and reasonable time to remedy the breach, terminate the Agreement with immediate effect. If the Customer is in breach or fails to respond to requests from the Supplier, the Supplier may withhold its own performance. Agreed deadlines will be prolonged with a period corresponding to the period of the Customer's breach or non-response. The Supplier may claim damages for all losses that may reasonably be attributed to the Customer's breach of contract and the nature and scope of the losses must be adequate and predictable pursuant to ordinary principles relating to damages in contractual relationships.

8. Liability

The Customer acknowledges and accepts that there are a number of factors that may influence on the choice of alternative courses of action after receiving the Analysis Results, including season, water temperature, etc., and the Customer is solely responsible for the acts, omissions or actions made by the Customer or third party after receipt of the Analysis Results. The Supplier is not responsible for how the Analysis Results are used by the Customer or third parties that the Customer grants access to the Analysis Results. Furthermore, the Supplier is not liable for errors, delays or defects attributable in whole or in part to circumstances arising during transport, sample contamination or failure to comply with the Supplier's instructions or guidelines.

The Supplier is not liable for any indirect, special, incidental, or accidental losses or consequential losses of any kind, including losses due to business interruption or loss of profit.

Total compensation and the Supplier's total liability for any claim, liability or expense of any kind is limited to the Supplier's applicable insurance coverage.

9. Force Majeure

In the occurrence of an extraordinary situation outside the Parties' control, which makes it impossible to fulfil the obligations pursuant to this Agreement and under Norwegian law, must be regarded as force majeure, the other Party shall be notified of this as soon as possible. The affected Party's obligations are suspended while the extraordinary situation lasts. The other Party's obligations shall be suspended for the same period. The other Party may in force majeure situations only terminate the Agreement with the affected Party's consent, or if the situation lasts or is expected to last more than three (3) months from the time the situation arises, and then a one (1) month notice period will apply.

10. Assignment

The Customer shall not, without the Supplier's prior written consent, assign, transfer or transport any of its rights, responsibilities or obligations under this Agreement. The Supplier is entitled to assign, transfer and transport all of its rights, responsibilities and obligations under this Agreement to another company in the same group.

11. Governing law and legal venue

This Agreement is governed by Norwegian law. The Parties agree that Oslo district court shall be the legal venue

