

GENERAL BUSINESS TERMS  
ScanBi Diagnostics AB



27/1/2 - 091202 – LS

These general business terms are a component of all offers and agreements entered into with ScanBi Diagnostics AB (hereafter referred to as ScanBi). ScanBi is not obliged to accept other terms or any variation of these Terms and Conditions, except by failing to object to terms contained in any communication from the Customer. By ordering an analysis, the Customer accepts these Terms and Conditions. Differing agreements or conflicting contract conditions of the Customer apply only if confirmed in writing by ScanBi.

#### I. Definitions

1. 'ScanBi' means ScanBi Diagnostics AB.
2. 'Customer' means the party for whom ScanBi performs an analysis or service.
3. 'Report' means the report on an analysis, supplied by ScanBi under a contract or order.
4. 'Order' means the Customer's order for Services to be performed, and ScanBi's acceptance of this order.
5. Every Order is governed by these Terms and Conditions unless otherwise agreed in writing by both parties.
6. 'Contract' means the written signed long-term agreement negotiated between ScanBi and the Customer.
7. 'Services' means any activity, but not limited to, consultancy, advice or analyses performed by ScanBi.

#### II. Prices and payment conditions

1. All prices, unless otherwise stated, do not include value-added tax.
2. Costs that are given in price lists or offers from ScanBi can, by written communication, be changed without further notice unless otherwise agreed in the written Contract.
3. ScanBi is entitled to recover from the Customer any extra costs arising from meeting the Customer's additional requirements, from delay on the Customer's part and from any breach of the Customer's Contractual obligations.
4. ScanBi will take all reasonable steps to meet advertised or contractual normal delivery times but anticipated dates for supplying Reports are approximate only and ScanBi accepts no liability for any loss of profits or other consequential loss caused by delay in reporting, or failure to report, as a result of any cause whatever. Delay in reporting will not entitle the Customer to terminate an Order or Contract in whole or in part.
5. Costs stated in price lists or offers from ScanBi include normal delivery time, unless otherwise stated. By normal delivery time is meant the time

from receipt of sample by ScanBi until results are reported to the Customer.

6. Payments shall be made within 30 days of receipt of a valid invoice.

#### III. Sample material

1. The Customer shall provide ScanBi with all such information and materials as are necessary for ScanBi to carry out the Services and the Customer warrants that all information provided by it or on its behalf to ScanBi is accurate.
2. Customer samples that have been delivered to the ScanBi laboratory are the property of the Customer. ScanBi is responsible for the sample when ScanBi has received the sample at the analytical laboratory. ScanBi may by reasons of accreditation, traceability and quality assurance retain a certain amount of sample, but may only use such material for the above-mentioned purposes.
3. In the case that sample material remaining after analysis, the material will be destroyed unless the Customer informs ScanBi in advance in writing to the contrary and ScanBi agrees or legally states otherwise. If the Customer requests that any leftover material should be returned, this may be done with possible risks and costs carried by the Customer (transport, insurance, etc.).
4. If the Customer is aware that the material contains GM-material or is deemed to constitute a health or environmental risk, the Customer is obliged to inform ScanBi of this in writing before the material arrives at the ScanBi laboratory.
5. The Customer is aware that an accredited analysis requires a certain amount of material for analysis since the amount of sample influences the statistical accuracy of the result.
6. If any fault occurs in the analytical material, it shall be regarded as having arisen before delivery of the sample to ScanBi unless it can be proven otherwise.

#### IV. Services

1. ScanBi has ISO17025 accredited analyses and non-accredited analyses. ScanBi will inform the Customer of the accreditation status of a method at the request of the Customer. It is up to the Customer to choose what analysis to order.
2. ScanBi for its accredited work is obliged to follow the rules and regulations set up by SWEDAC, the Swedish Board for Accreditation and Conformity Assessment. However, ScanBi has the right to choose a corresponding or better analysis/method than those that have been officially notified, if SWEDAC approves such an analysis/method.

3. ScanBi shall exercise all reasonable care and skill in the performance of Services but does not represent, guarantee, or warrant that any particular result will be achieved. The Customer acknowledges that the Service cannot always be accurate and as such should place no reliance on its accuracy or completeness.
4. ScanBi is entitled to refuse to perform any Service for the Customer without stating a reason.

#### V. Liability

1. Under no circumstances, including negligence, will ScanBi, its officers, agents or anyone else involved with ScanBi be liable for any direct, indirect, incidental, special or consequential damages that result from the Service, including without limitation, time or revenue. Furthermore ScanBi is not liable for the outcome of mistakes, delays or failures of performance, whether or not limited to acts of nature such as fire, flood, meteorological conditions, or theft, unauthorized access to ScanBi's records, malicious damage, mobilization, war, riot, civil commotion, industrial dispute, industrial action, transport delay, operational disturbance, government or local authority restriction, accident of any kind, force majeure or other contingency outside ScanBi's control.
  2. ScanBi is relieved of all responsibility to finalise an Order of a Customer in the event that a public authority so demands.
  3. ScanBi is not liable for loss or damage of any kind whatsoever, whether direct or consequential, arising directly or indirectly from incorrect or incomplete information being submitted with a sample.
  4. ScanBi will use all reasonable endeavours to protect samples submitted to it but in the event of loss, damage or failure by ScanBi to produce a Report from a sample, ScanBi's total liability for any one claim or for the total of all claims arising from any one act or default, whether arising from ScanBi's negligence or otherwise, shall not exceed the price of the individual Order or analysis (that the breach of Order concerns). The Customer shall not have the right to cancel a Contract or Order because of a request by ScanBi for a replacement sample.
  5. If ScanBi is not capable of delivering a Report within the normal delivery time, ScanBi and the Customer can agree on reasonable/possible compensation to the Customer, in such circumstances as are not addressed under term V1. Compensation for delay in delivery time will only be paid if a written agreement on such compensation exists between ScanBi and the Customer.
6. In the event of a Report being defective or allegedly defective, the Customer will nonetheless be obliged to pay for other Reports properly supplied by ScanBi in compliance with the Order. For the purposes of the Customer's payment obligations, each Order will be treated separately and the Customer will not be entitled to any set-off.
  7. Upon becoming aware of a deficiency or possible deficiency in a Report, the Customer will forthwith notify ScanBi in writing, if possible immediately on receipt of the analysis Report, or otherwise no more than twenty days thereafter. The Customer acknowledges that failure to do so without delay may prejudice any rights to which the Customer may be entitled.
  8. ScanBi is covered by professional indemnity insurance. Claims made against ScanBi as a result of ScanBi's work are limited to what will be covered by this insurance.
  9. ScanBi hereby limits its liability as to what is covered by this insurance. The insurance will cover damages to a maximum of SEK 3.000.000 per damage or a maximum of SEK 6.000.000 per year.
  10. Opinions given by ScanBi in response to particular questions put to ScanBi will be given in good faith but ScanBi has no liability for any use made of, or reliance on, such opinions except to the extent that ScanBi does not exercise reasonable care in giving the opinion.
  11. These terms take priority over those terms that the Customer may have put forward at ordering.

#### VI. Governing Law & Jurisdiction

1. Any Order, Service, Report, Contract or other is governed by the law of Sweden and the parties submit to the exclusive jurisdiction of the Swedish courts.
2. Any legal or regulatory demands are in addition to these terms and conditions.

-----END-----