

# GENERAL TERMS AND CONDITIONS (Diagnostic tests)

## 1. DEFINITIONS

These Actim Oy – Subsidiary of Medix Biochemica (hereinafter “Actim”) general terms and conditions (“Terms”) shall apply to the products and services (hereinafter jointly referred to as the “Products”) and Products related customer service (hereinafter separately “Service”) provided by Actim to its business customers (hereinafter the “Customer”) in Customer’s country (“Territory”) to the extent not otherwise agreed in writing. Actim and the Customer are hereinafter jointly referred to as the “Parties” or individually as the “Party”, as required by the context.

## 2. GENERAL

2.1 Except where supplemented by any special conditions negotiated by Actim, the placing of an order by or on behalf of the Customer shall be deemed to be subject to these Conditions which the Customer is deemed to have accepted and which shall apply to the exclusion of any other provisions contained in any other document issued by or on behalf of the Customer and in particular, contained in any purchase order, request for service or acknowledgement sent by the Customer. These terms supersede and override any and all contractual terms and conditions of the Customer howsoever and whenever communicated. No modification or amendment of these Conditions shall be binding unless agreed to in writing by Actim. If Parties have concluded, or will conclude, a separate distribution agreement, the terms and conditions of the distribution agreement shall apply.

2.2. All orders shall be subject to separate written order confirmation by Actim in order to be valid and binding. An acknowledgement of order receipt from Actim is not an order confirmation. No additional or different provisions proposed by Customer will apply, unless expressly agreed to in writing by Actim. Customer agrees to give sufficient information requested by Actim for Actim to carry out its part of the order. Customer agrees that Actim can keep records of Customer’s orders and any given information and/or agreement. In the event Actim agrees to make changes to order Actim is entitled to charge Customer a handling charge determined by Actim.

2.3. No order which has been accepted by Actim may be cancelled by the Customer except with the agreement in writing of Actim and on terms that the Customer shall indemnify Actim in full against all loss (including loss of profit), costs and expenses incurred by Actim as a result of or prior to cancellation.

2.4 Actim will use its reasonable endeavours to perform the Service as soon as reasonably practicable or (where applicable) on or by any date previously agreed in writing by the parties. Any time or date (if any) stated for the provision of the Service is given and intended as a non-binding estimate only and shall not be of the essence. Actim shall not be liable in any way whatsoever for the consequences of any delay in its performance of the Service. Unless otherwise stated in writing Actim shall be entitled to make partial provision of the Service. In the event of any delay in the performance of the Service that is attributable to a cause outside Actim's control, Actim shall be under no liability whatsoever to the Customer.

## 3. GENERAL OBLIGATIONS

3.1 The Customer is not permitted to change Products, including their packaging, in any way without a prior written consent of Actim.

3.2 The Customer shall not use, remove, alter, obscure or otherwise interfere with or act in any way as may be construed by Actim as infringing (or being detrimental to) any trademarks, trade symbols or other logos or marks, copyright and other intellectual property rights belonging to Actim (or any third party) relating to the Products or any part thereof without the prior written consent of Actim. Customer shall at all times recognise, respect and protect Actim's right of total ownership of any and all intellectual, industrial or property rights relating to Products and shall not in any way derogate, diminish, or weaken Actim's sole rights in the registrations of the aforesaid rights. It is mutually understood that the intellectual, industrial and property rights relating to Products shall be and remain the exclusive and absolute property of Actim in all countries.

3.3 Customer is responsible of all registration and/or sales related administrative actions and for obtaining all necessary approvals and or/permissions according to local administration.

## 4. DELIVERY TERM AND TITLE

4.1 Delivery term shall be agreed between Parties. All risk for loss and damage during transportation shall be determined by stating one pre-defined commercial term published by the International Chamber of Commerce (Incoterms). Unless stated otherwise the goods are offered FCA (Free Carrier) Actim's premises. As such the Products shall remain at the Customer's risk as determined by Incoterms.

4.2 Title to the Products delivered by Actim shall pass to the Customer upon payment of the price of the delivery in full to Actim.

## 5. PRICES AND TERMS OF PAYMENT

5.1 Actim shall invoice the Customer for the agreed-upon price. The Price is exclusive of: value added tax (if applicable), which shall be payable at the rate prevailing at the appropriate tax point; and insurance in respect of postage and/or carriage of Products, and any handling charges, duties or other similar payments. Actim shall have the right to change its price list at any time.

5.2 The terms of payment shall be agreed in written between the Parties prior to delivery. All payments should be made to Actim Oy and sent to the address on the invoice, unless other credit transfer arrangements have been made with Actim in advance.

5.3 If payment is not made in accordance with clause 5.2, Actim, without prejudice to its other rights and remedies hereunder or in contract or tort, reserves the right to charge interest of nine and a half (9,5%) percent (p.a.) until the outstanding amount is paid (whether before or after judgement) calculated at a daily rate.

5.4 Failure to pay by the due date the Price or any part thereof and any other monies payable by the Customer hereunder or under any other contract with Actim also entitles Actim to refuse to provide any further Service under these Terms, or under any other contract, and without Actim incurring any liability whatsoever to the Customer for any delay or otherwise. The Customer shall pay all accounts in full and not exercise any rights of set-off, deduction, abatement or counter-claim against invoices submitted. Actim shall be entitled to a general lien on the Products, and /or Report for payment of all monies due and outstanding from the Customer on any account.

Actim shall have the right to request a security for the overall fulfillment of its obligations corresponding to the total price of the delivery in the case of first time deliveries, or if the credit rating of the Customer is not either known or otherwise satisfactory as determined by Actim at its sole discretion.

## 6. ACCEPTANCE

Unless otherwise agreed in writing, the Customer shall perform an acceptance inspection for the Products, or part thereof, within three (3) days from the reception of the delivery confirming the visible defects or errors such as correct Products or Materials, volumes and packaging, and a detailed acceptance test for the Products within thirty (30) days from the reception of the delivery. The Customer shall immediately notify Actim in writing of any errors or defects detected during the acceptance inspection. Notwithstanding the Customer's reclamation, the delivery shall be deemed accepted in the event the delivery contains only minor errors or defects and Actim agrees to correct such errors or defects within the warranty without undue delay.

The delivery shall also be deemed accepted, if the Customer: (i) puts the Products into production or other similar use; (ii) fails to notify Actim of errors or defects within the above-mentioned acceptance period; or (iii) accepts the delivery in writing.

## 7. WARRANTIES

Actim warrants that Products supplied shall conform to their currently valid specifications. The above warranty is in lieu of all other warranties, written or unwritten express or implied. Actim expressly disclaims any other warranties, express or implied, including without limitation, any warranties of merchantability or of fitness for a particular purpose. The Customer's exclusive remedy, and Actim's sole liability for any claim involving Products sold to Customer hereunder, whether in contract, tort, or under any other theory, is expressly limited at Actim's option to either the replacement of Products supplied by Actim shown to be other than as warranted, or if conforming Products are not available, payment not to exceed the purchase price of Products claimed to be defective. The Customer shall conduct appropriate inspection of Products so as to confirm to its satisfaction within thirty (30) days from date of delivery that Products meet their specifications so as to conform to Actim's warranty hereunder. Any refund or replacement is conditional and subject to Customer giving Actim notice of any such claim within such

thirty (30) days period, accompanied by a certificate of such inspection from the date or receipt of delivery by Customer. Failure by Customer to give this notice with accompanying certificate within the thirty (30) days period, shall constitute a waiver by Customer of all claims under this Article 7 with respect to such Products. If required by Actim, all unconsumed Products which are subject of such claim shall be returned to Actim and Actim will pay the return freight charges. Exclusion of damages. Except as provided above, Actim shall not be liable to Customer for any damages of any kind, including, but not limited to, incidental or consequential damages, for any claim involving Products.

## 8. TERMINATION

Without prejudice to its other rights, Actim shall have the right to cancel these Terms and any other contract immediately if: (a) the Customer shall default in due performance or observance of any of its obligations under these Terms, or any other contract between the Customer and Actim; or (b) if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy is made in respect of the Customer's estate, or (the Customer being a company) a voluntary arrangement is proposed or approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the Customer's assets or undertaking, or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrator or to present a winding-up petition or make any winding-up order or the equivalent as may exist.

## 9. PRODUCT RECALL PROCEDURES

9.1 Customer agrees to make and retain records of applicable communications between Customer and Customer's customers regarding the quality and/or performance of any Actim's Products, including adverse events and lot traceability records down to the end-user(s). The Customer shall maintain a written procedure, in accordance with the applicable regulations in Territory, for recording and reviewing complaints on defects of Products including lot traceability records down to the end-user(s) The Customer shall promptly execute a recall of the Products from the market in accordance with applicable regulations in Territory according to instructions given by Actim. Any recall shall be carried out efficiently without delay and in strict accordance with all relevant timelines. The Customer shall inform the appropriate authorities in Territory of complaints and recalls as required by applicable regulations in force in Territory.

## 10. FORCE MAJEURE

Actim shall not be liable for any delay, interference with or failure to provide the Products and/or Service or any part thereof where such failure results directly or indirectly from circumstances beyond its reasonable control including but not limited to any failure by the Customer, power failure, breakdown or defects of instruments, apparatus and materials or order of any government authority.

## 11 ASSIGNMENT

The Customer shall not assign or transfer or purport to assign or transfer any Contract to which these Conditions apply or the benefit thereof to any other person whatsoever without the prior written consent of Actim. Actim reserves the right to transfer, assign or sub-contract the benefit and/or burden of this Contract.

## 12 PROPER LAW

These Terms and all contracts made between Actim and the Customer, and Products and Services provided by Actim to the Customer, shall be governed by and construed in accordance with Finnish law and the Customer shall submit to the exclusive jurisdiction of the Finnish Courts, including in relation to non-contractual disputes or claims that arise out of or in connection with these Conditions.