

General Terms and Conditions of Sales of Services

1. Applicability etc.

- 1.1 Unless otherwise explicitly stated in writing by SenzaGen in an offer or a confirmation of an order issued by SenzaGen or otherwise in a signed and valid written contract, these General Terms and Conditions of Sale of Services (the "GTC") shall exclusively apply to all inquiries, offers, orders and agreements in which SenzaGen acts as a provider of a Service and will thus take precedence and exclude the application of any conflicting or deviating general or specific terms or conditions of the Customer (as defined below).
- 1.2 Any agreement for SenzaGen's sale and/or performance of Services is hereinafter referred to as the "Agreement". The GTC form an integral part of any such Agreement, whether or not referenced therein and whether or not referenced in the Customer's order. Modifications to or deviations from the GTC are hereby rejected and shall be void unless evidenced by a written agreement duly signed by SenzaGen and the Customer.
- 1.3 The testing services to be provided by SenzaGen under the Agreement and the GTC are hereinafter referred to as the "Services".
- 1.4 The customer ordering the Services is hereinafter referred to as the "Customer".
- 1.5 The Customer's samples of materials and substances which are the subject of the Services are hereinafter referred to as the "Samples".
- 1.6 The written report describing the result of the Services, in the standard format of SenzaGen unless otherwise explicitly agreed, is hereinafter referred to as the "Service Report".

2. Offers and orders

- 2.1 Unless previously withdrawn, SenzaGen's offers are open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date.
- 2.2 All information and data contained on webpages, in brochures, price lists and any other such material are binding only to the extent that they are by reference expressly included in the Agreement.
- 2.3 The Customer's order will be valid only if it is made in writing. A binding Agreement shall be considered made when SenzaGen has accepted the order placed by the Customer. The order shall be considered accepted when SenzaGen accepts the order in writing or, where no written order confirmation is required, when SenzaGen proceeds to fulfil the order. Each order accepted by SenzaGen will be treated as a separate Agreement between SenzaGen and the Customer, unless otherwise agreed in writing.

3. SenzaGen responsibilities and limited warranties

- 3.1 SenzaGen will make commercially reasonable efforts to meet the agreed delivery dates. The delivery dates are, however, estimates only and do not constitute a binding commitment by SenzaGen. Any delay of delivery of Samples from the Customer may postpone the estimated delivery dates accordingly. If the Customer requests additional Services on Samples that have entered the laboratory of SenzaGen, such request will be treated as a new order and may postpone the estimated delivery dates accordingly.
- 3.2 All Services will be performed in accordance with the current state of technology and methods generally applied by SenzaGen. SenzaGen warrants that analyses, interpretations, assessments, work and conclusions will be performed in a skilful and professional manner. The Customer acknowledges that such analyses, interpretations, assessments, work and conclusions may not always be correct, absolute or relevant.

- 3.3 Apart from what is stated herein, SenzaGen makes no representation or warranty (express or implied) including, without limitation, any implied warranty with regard to the result of the Services and the content of the Service Report, all such warranties and representations being hereby disclaimed to the maximum extent permissible by applicable law.

- 3.4 SenzaGen shall at its sole discretion be entitled to engage sub-contractors for the performance of the Services, provided, however, that SenzaGen shall, as between the parties, be solely responsible for the remuneration, performance, action and/or omissions of such sub-contractors.

- 3.5 All Samples shall be stored by SenzaGen in a suitable manner for the performance of the Services, unless the parties have agreed in writing on specific storage requirements.

- 3.6 SenzaGen shall provide the Customer with the Service Report after completion of the Services. Unless otherwise agreed, the Service Report will be sent by e-mail to the person indicated by the Customer in the order.

- 3.7 The Customer may object to the results shown in the Service Reports within 15 days after receipt of the Service Reports, in which case SenzaGen shall repeat the relevant part of the Services. If it appears that the result of the repeated part of the Services matches the original results, the Customer shall compensate SenzaGen for the costs of repeating the relevant part of the Services. The Customer acknowledges that the Services may only be repeated provided that SenzaGen has a sufficient amount of the original Samples at hand when SenzaGen receives the Customer's objection.

- 3.8 Subject to the limitations of liability set forth in the GTC, SenzaGen is liable for loss and damage incurred by the Customer by reason of SenzaGen's breach of its obligations under this Clause 3, provided that (i) the Customer has notified SenzaGen in writing without undue delay from becoming aware of the circumstance giving rise to the claim and in any event not later than six months from the date of delivery of the Service Report; and (ii) SenzaGen has not rectified such breach within a reasonable time period after receiving such notice from the Customer.

- 3.9 Unless otherwise agreed, SenzaGen shall be entitled to dispose of or destroy the Samples 30 days after sending the Service Report relating to such Samples to the Customer, or after such other retention period the parties have agreed in writing. At the Customer's written request, SenzaGen will return remaining Samples, if any, to the Customer at the Customer's risk and expense.

- 3.10 The Service Report is prepared and supplied exclusively for the use of the Customer and the content therein may not be divulged to or relied upon by any third party. The Customer is responsible for any consequences arising due to the divulgence of the content of the Service Report to any third party and shall indemnify and hold SenzaGen, its officers, directors, employees, representatives and agents harmless from and against any claim, liability, cost, loss or damage arising out of or related to the divulgence or reliance of the content of the Service Report to or by any third party.

4. Customer responsibilities and warranties

- 4.1 The Customer is responsible for the delivery of the Samples at the agreed place of delivery and on the agreed date and carries the risk of loss or damage to the Samples until they have been delivered to the agreed place of delivery. All Samples must be prepared, packed, stored and marked suitably for shipment so as to secure safe delivery and protect the quality and condition of the Sample. After the receipt of the Samples, SenzaGen will use commercially reasonable care in handling and storing the Samples but will not be held responsible for any loss or destruction thereof.

- 4.2 The Customer warrants that all Samples sent to SenzaGen are safe, in a stable condition and in accordance with the Agreement. Upon SenzaGen's request, the Customer shall provide information about the exact composition of the Samples. SenzaGen may examine the Samples to verify their condition before starting the performance of the Services. If the Samples do not comply with the requirements

of this Clause 4.2, the Customer shall reimburse SenzaGen for the costs of the examination. In the event it is found during the examination that a Sample is not in such condition that it can be subject of the Services (i.e. the Samples are degraded or have been interspersed with foreign materials or substances), SenzaGen shall be entitled to terminate the Agreement with respect to that Sample, in which case the Customer shall reimburse SenzaGen for the costs incurred by SenzaGen.

4.3 The Customer warrants that the Samples do not pose any danger or risk harming any person or property and shall promptly inform SenzaGen of any safety or health concerns or risks of contamination. The Customer shall obtain any permits required for the performance of the Customer's obligations and responsibilities under the Agreement and shall ensure that its performance and Samples comply with the terms of such permits and all applicable laws. The Customer shall indemnify and hold harmless SenzaGen, its officers, directors, employees and representatives of any claim, liability, cost, loss or damage arising out of or related to (i) personal injuries or damage to property caused by the Samples or (ii) the Customer's breach of applicable laws or the terms of the Agreement.

5. Price and payment

5.1 Unless otherwise agreed or stated on the offer, all prices stated are net prices and exclusive of value added tax and any other imposition whatsoever, which, if applicable, shall be paid by the Customer in addition to the purchase price. All payments shall be made in EUR unless otherwise agreed.

5.2 Unless otherwise agreed or stated on the offer, SenzaGen shall be entitled to receive payment of up to 100 % of the total price of the Services in advance upon binding Agreement and, to the extent applicable, the remaining part of the price upon the distribution of the Service Report to the Customer.

5.3 All payments hereunder shall be made by the Customer against invoice, 30 days net. If the Customer fails to pay by the stipulated date, SenzaGen shall be entitled to delay interest in accordance with the Swedish Interest Act (SFS 1975:635). The Customer shall not be entitled to set-off any claims against payment for performed Services.

5.4 In the event of late payment, SenzaGen may, after having notified the Customer in writing, suspend its performance of Services under any Agreement with the Customer until SenzaGen has received due payment. If the Customer has not paid the amount due within 30 days after such notice, SenzaGen shall be entitled to terminate all Agreements with the Customer by notice in writing and to claim compensation for the loss SenzaGen has incurred as a result thereof. The compensation shall not exceed an amount equal to the agreed price for the Services plus accrued interest in accordance with Clause 5.3.

5.5 In the event the Parties agree that additional Services shall be performed under the Agreement, such additional Services shall be regarded as a new order and be remunerated separately.

6. Intellectual Property Rights

6.1 For the purpose of this Clause 6, the term "Intellectual Property Rights" shall mean any and all rights, including without limitation patents, patentable inventions, patent applications, improvements, know-how (regardless of whether such know-how is patentable or not), registered or unregistered trademarks, designs, copyright protected materials and trade secrets. SenzaGen is and shall as between the Parties be the sole owner of any and all Intellectual Property Rights related to the method and technology (including the GARD™ - Genomic Allergen Rapid Detection – technology) used for the purpose of performing the Services regardless of whether such rights were created by SenzaGen before or in connection with the performance of the Services.

6.2 The Customer shall, as between the Parties, be deemed to be the sole owner of any and all Intellectual Property Rights related to the Samples provided by the Customer to SenzaGen.

6.3 Nothing in the GTC shall be deemed to constitute an assignment or transfer of rights or licence of any kind related to the Parties' Intellectual Property Rights described in Clause 6.1 and 6.2. For the avoidance of doubt, none of the parties shall be entitled to use the other party's trademarks, business names, logos or the like in connection with marketing or other business activities without such party's prior written consent.

6.4 All rights to the information and the test results provided by SenzaGen to the Customer in the Service Report shall become the exclusive property of the Customer.

7. Limitation of Liability

7.1 Notwithstanding anything to the contrary set forth in the GTC or the Agreement, SenzaGen shall not (whether under contract, tort, negligence or any other legal

theory) be liable for any indirect or consequential loss or damages, such as loss of profit, loss of production, loss of business opportunities and similar costs or losses. SenzaGen's total liability towards the Customer with respect to a particular order shall be limited to an amount corresponding to two (2) times of the total price of the Services under the relevant order.

7.2 The limitations of SenzaGen's liability provided for in Clause 7.1 shall not be applicable in the event the Customer incurs loss or damage as a result of SenzaGen's wilful misconduct or gross negligence.

8. Force Majeure

8.1 The Parties shall be released from liability in the event fulfillment of any obligation under this Agreement will be prevented, aggravated or delayed due to circumstances beyond the Parties' reasonable control ("Force Majeure"), such as actions or restrictions imposed by a public authority, changes in laws and regulations or in the interpretation thereof, acts of war, terrorist acts, labour disputes, blockades, major public accidents or natural disaster, currency or export restrictions.

8.2 If either of the Parties anticipates Force Majeure or if Force Majeure already has occurred, the Party affected shall immediately inform the other Party in writing in order to diminish the consequences thereof.

9. Confidentiality

9.1 SenzaGen undertakes not to disclose to any third party, or otherwise make available, information received by SenzaGen from the Customer within the scope of the Agreement. Furthermore, any other information received by a party that in any way relates to the other party's business or intellectual property rights shall be considered confidential and shall not be disclosed to any third party. The above confidentiality obligations shall not apply to such information as the receiving party can demonstrate was, at the time of disclosure, (i) known by the receiving party; (ii) in the public domain or which was published after disclosure or otherwise becomes part of the public domain through no fault of the receiving party; (iii) received by the receiving party from a third party who did not to the best knowledge of the receiving party acquire the information, directly or indirectly, from the disclosing party under an obligation of confidence; (iv) independently developed by an employee of the receiving party. Nor shall the duty of confidentiality apply where a party is obligated to provide information pursuant to legal provisions, public authority regulations or court orders.

9.2 All documents comprising confidential information supplied to the other party shall be returned upon request.

9.3 The confidentiality undertakings of this Section 9 shall survive the expiration or termination of the Agreement and shall remain in force for a period of five (5) years thereafter.

10. Miscellaneous

10.1 If any provision of the GTC should be declared or deemed void, invalid or unenforceable in whole or in part for any reason, all other parts shall still apply to the greatest extent possible.

10.2 Neither party shall have the right to assign or transfer any right or obligation under the Agreement without the prior written consent of the other party

10.3 The relationship between the parties under the Agreement is that of an independent contractor and no partnership, agency or employment relationship shall be deemed created hereby.

11. Governing Law and Disputes

11.1 This Agreement shall be governed by and construed in accordance with Swedish substantive law without regard to its conflicts of law principles.

11.2 Any dispute, controversy or claim arising out of or in connection with this contract, 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 Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.