



## General Terms and Conditions of Sale of Scandinavian Gene Synthesis

The sale of products of Scandinavian Gene Synthesis AB (hereinafter referred to as the "Seller") shall exclusively be governed by the "General Terms and Conditions of Sale of Scandinavian Gene Synthesis AB" in effect at the time of the conclusion of each contract.

Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their applicability in writing.

1. Seller's offers are subject to change without notice. Contracts shall not be deemed to be legally binding before the Seller's written order confirmation or delivery of the products.
2.
  - a) Delivery dates shall be approximate, unless the Seller has in writing specifically recognized such as exact.
  - b) Should Seller fail to meet a stipulated delivery date, Buyer may only rescind the contract or claim damages after written notification to the Seller and expiration of a reasonable grace period set by the Buyer.  
  
In case of a partial fulfillment by the Seller, the Buyer's only remedy shall be full delivery.  
Seller shall be authorized to make deliveries in installments and each installment may be invoiced separately.
4. Force majeure, company shutdowns, labor disputes or other impediments which are outside the Seller's responsibility which affect the Seller or its suppliers shall release the Seller from the contractual delivery obligations for the term of the disruption and its effects.
5. Title and risk to the delivered goods shall pass to the Buyer upon reception at Seller's site in Köping (EXW)
6.
  - a) Prices include packaging costs but exclude value added tax and shipment costs (unless otherwise agreed in writing).
  - b) The prices given in a quote shall be valid for 60 days from the date of the quotation. After the expiration of such period the prices for delivery of goods under the quotation are subject to change and solely governed by the Seller's price list at the delivery date.
7.
  - a) Terms of payment shall be 30 days net.
  - b) Payments will be accepted as cash payments of wire transfer only.
  - c) In the event of late payment, interest shall accrue as from the due date, without a dunning notice, in the amount of 1.25 percent per month.
  - d) Buyer may only set-off its own claims against due payments or claim a right of retention insofar as its claims are determined with res judicata effect, are non-disputed or recognized. In addition, Buyer is not permitted to transfer its claims on the Seller.
8. The Seller reserves ownership title to the goods delivered by it until the Buyer has discharged all of its obligations arising out of the business relationship with Seller. The goods subject to reservation of title may not be sold, pledged or transferred as security.
9. Buyers who use the Seller's products for industrial production do so at their own risk. As the Seller is not in a position to be able to foresee or control the possible procedures and processes for industrial application of the Seller's products, the Seller disclaims any warranty or liability therefore. For such usage, the Seller's instructions for use shall only be deemed to be recommendations.
10.
  - a) Notifications of defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing at the latest within one week after receipt of the goods. Latent defects shall be notified without undue delay after their discovery. The failure to observe these deadlines shall result in the automatic loss of any warranty claims that might otherwise have existed.
  - b) In case of justified complaints, the Seller shall within a reasonable time supply the missing quantities or, at the Seller's discretion, replace the goods or rectify the defect.
  - c) Should the Seller not have taken such subsequent performance as set out in item 10b) within such reasonable grace period set by the Buyer, then the Buyer may demand either a reduction of the purchase price or, if the defect or the breach of contract is of material adverse effect to the Buyer and the Seller it must have been obvious to the Seller at the time of conclusion of the contract, rescind the contract in its entirety.
  - d) The Seller shall only be liable in accordance with the statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of the Seller's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the Swedish Product Liability Act and for stipulated attributes of the products sold, insofar as the Seller assumed a guarantee for their attributes.  
  
The Seller shall only be liable for direct damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from grossly negligent violations of Seller's essential contractual obligations or fundamental obligations and for damages caused by Seller's employees as a result of gross negligence or intention without violating essential contractual provisions or fundamental obligations. In case of a partial performance or the delivery of defective goods, the Buyer shall only be entitled to require replacement of the defect goods or full delivery (as the case may be). Otherwise no other liability than complete delivery shall be applicable.
  - e) No warranty claims or damage claims or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of the Seller's products.
  - f) The limitation period for claims of the Buyer resulting from defects shall be one year following delivery of the goods. This limitation period shall also apply for claims based on damages resulting from defects of the products. Should the Buyer be in default of acceptance, then the limitation period shall start to run upon the transfer of risk. Claims of the Buyer other than claims based on defects, in particular, claims on the basis of accessory obligations shall be time-barred two years after delivery of the products (or transfer of risk, as the case may be).
11. THE SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCT AND ITS INTENDED USE BY THE BUYER AND/OR ITS END-CUSTOMERS DOES NOT INFRINGE ON ANY VALID PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY AND ANY LIABILITY OF THE SELLER REGARDING SUCH USE IS HEREBY EXCLUDED. THE SELLER DOES NOT WARRANT MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR THE USE INTENDED BY THE BUYER. The Buyer shall indemnify, defend and hold harmless the Seller and its officers, directors, employees, agents and representatives (the "Seller Indemnitees") from and against any and all liabilities, claims, demands, actions, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") in connection with any third party claims arising out of (i) any breach by the Buyer of any of its obligations. (ii) any third-party claims, including but not limited to any claims for infringement of intellectual property rights; provided that the Buyer shall not be required to indemnify the Seller Indemnitees to the extent such Losses arise from a Seller Indemnitee's gross negligence, or willful or deliberate misconduct.
12.
  - a) All disputes shall be resolved in the Västerås public court of first instance. The Seller may, however, elect to have such disputes decided by the courts having jurisdiction at the domicile of the Buyer.
  - b) This agreement and any other agreements between Buyer and Seller shall be governed and construed in accordance with the laws of Sweden. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.