

STANDARD CONDITIONS FOR DIAGNOSTIC SERVICES

STATENS
SERUM
INSTITUT



1. PURPOSE

These standard conditions (the "Conditions") set out the terms on which Statens Serum Institut ("SSI") and Buyer contract for SSI's performance of diagnostic services (the "Services"). Unless otherwise agreed in writing only these Conditions govern all quotations, orders, sales and performances of the Services forming an integral part of each individual agreement for the performance of Services. By submitting an order to SSI for performance of the Services, Buyer expressly accepts these Conditions. Buyer's conflicting terms or reservations shall not bind SSI, even if not expressly rejected in writing by SSI.

2. SCOPE

2.1 Performance of the Services are agreed with Buyer and at the prices set out by SSI. No order for performance of the Services is binding until SSI has agreed to it in writing or has performed the Services. If SSI fails to perform the Services, Buyer may cancel the order. This Section 2.1 comprises Buyers' exclusive, aggregate remedies involving failure of timely delivery to occur.

2.2 Unless otherwise expressly stated in writing, the Services are intended only for professional medical use. SSI disclaims all liability in case the Services are used for non-professional medical use.

2.3 If Buyer passes on the Services to a third party, the Buyer shall at its own risk, secure in SSI's favour all limitations of liability found herein. If Buyer fails to do so Buyer shall hold harmless and indemnify SSI for any claim against SSI.

3. TERMS OF PAYMENT

3.1 Buyer at its expense shall make full payment by the date set out by SSI, including any pre-payment, in the invoiced currency by wire transfer to:

Danske Bank
Holmens Kanal 2-12
DK-1092 Copenhagen K
Account no.: 3100-3119-115507.
IBAN: DK4830003119115507

Payment shall always be made in Danish kroner (DKK), unless SSI specifies otherwise.

3.2 SSI may collect accrued interest on all overdue sums at the maximum rates permitted by law, and recover all costs and fees involved in obtaining payment of said sums.

3.3 SSI's duty of supply of the Services herein is expressly conditioned on Buyer's full performance of its duties of timely payment.

4. LIMITED WARRANTY and LIMITATION OF LIABILITY

4.1 SSI warrants that the Services are performed diligently. This warranty is the sole warranty provided for the Services, replacing and superseding all others, whether express or implied by law, trade, custom or otherwise, including without limitation those of use for a particular purpose, except by non-waivable statute.

4.2 Recovery under the warranty is subject to Buyer proving actual loss and SSI's breach of the warranty, and demonstrating that Buyer used the Services according to best diagnostic practise and other written and oral instructions, as well as with all relevant laws, rules and guidelines and with general industry standards ("Proper Use"). SSI is not liable for loss of profit or other indirect, special or consequential losses or damages or for legal fees, except by non-waivable statute.

4.3 Buyer agrees that SSI is not liable for loss or damage arising from or related to side-effects caused by the Services.

4.4 SSI is not liable for other claims arising from or related to the Services.

4.5 For all third party claims, including without limitation negligence, death or personal injury, Buyer shall hold harmless and indemnify SSI: 1) Fully against all claims arising from or related to Buyer's breach of a provision herein or its failure to employ Proper Use of the Services; and 2) for all other claims, against all losses, damages and legal costs and fees exceeding SSI's limits of liability expressed herein.

5. FORCE MAJEURE

Events that are unforeseeable at the date of performance of the Services, and that prevent performance of its duties, shall permit that party to postpone performance for a reasonable time, not exceeding 90 days, after which the parties' subsequent duties herein shall terminate. Such events comprise unavailability of necessary raw materials or labor, plant breakdown, riot, revolution, civil unrest, terrorism, war, strike or lockout, fire, flood, earthquake, major storms, serious transportation difficulties, health emergencies hereunder pandemics, governmental actions (except those affecting sales prices agreed to at officially set prices), and extreme long-term hardship.

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6. GOVERNING LAW AND JURISDICTION

6.1 These Conditions shall be governed and construed in accordance with the laws Denmark, except for any provisions on choice of law.

6.2 Disputes arising out of or in connection with these Conditions, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the "Rules of Procedure of the Danish Institute of Arbitration" (Danish Arbitration), which rules are deemed to be incorporated by reference into this Section 6. The number of arbitrators shall be three (3). Each party shall appoint one (1) arbitrator. The third arbitrator and the chairperson of the tribunal shall be appointed by Danish Arbitration. The seat, or legal place, of arbitration shall be Copenhagen, Denmark and the award shall be deemed to have been made there. The language to be used in the arbitral proceedings shall be English.

6.3 The award (including any order directing either party to act) shall be in writing and state the reasons on which it is based. It may be made public only with the consent of the parties or if required by law.

6.4 Each party agrees that an award made by the tribunal shall be conclusive and binding upon each party and may be enforced in the courts of any competent jurisdiction. The parties undertake to carry out such award without recourse to any judicial proceedings in any jurisdiction whatsoever seeking annulment, setting aside, modification or any diminution or impairment of its terms or effect.

6.5 In addition to the arbitration proceedings a party shall have the right to enforce or preserve its rights according to these Conditions by injunction, order for specific performance or other equitable remedy in any court of competent jurisdiction.