

# GENERAL CONDITIONS OF SALES, DELIVERY & SERVICE

STATENS  
SERUM  
INSTITUT



## 1. PURPOSE

These CONDITIONS set out the terms on which Statens Serum Institut (SSI) and BUYER contract for SSI's supply of the PRODUCTS specified overleaf, in an affixed appendix or in another text, and for all oral or written advice or instruction provided at any time regarding the PRODUCTS (RELATED SERVICES). Unless otherwise agreed in writing: only these CONDITIONS govern all quotations, orders and sales forming an integral part of each agreement for the supply of PRODUCTS or RELATED SERVICES; and no Party may assign its duties herein. BUYER's conflicting terms or reservations shall not bind SSI, even if not expressly rejected in writing by SSI.

## 2. SCOPE

**2.1** Sales are at the quantities agreed with BUYER and at the prices in SSI's price lists or as agreed. Handling, delivery, insurance and other related costs are separate. No purchase order is binding until SSI has agreed to it in writing or has delivered the PRODUCTS.

**2.2** Delivery is EXW, SSI's facilities, Copenhagen (INCOTERMS 2000), unless otherwise agreed in writing. Other delivery details are based on BUYER's purchase order, unless otherwise stated in SSI's order confirmation, delivery receipt or attached delivery schedule. If SSI fails to make delivery as agreed, BUYER, upon written notice to SSI before the actual delivery of the PRODUCTS in question, may without liability cancel its order for those PRODUCTS, subject to 3.3, below. This §2.2 comprises BUYER's exclusive, aggregate remedies involving failure of timely delivery to occur.

**2.3** BUYER shall upon receipt inspect the PRODUCTS within a time period and in a manner reasonable for that type of product. BUYER shall, without undue delay, notify SSI in writing of all relevant details of any perceived defect in or other problems involving the PRODUCTS or their delivery. SSI disclaims liability and BUYER waives all rights of recovery if BUYER fails to make a valid claim as described here, or otherwise fails to make such a claim for defects or problems that it reasonably could have detected.

**2.4** Unless otherwise expressly stated in writing, the PRODUCTS are intended only for laboratory, or professional medical use. Unless expressly stated in writing as intended for in-vivo use, the PRODUCTS are intended only for in-vitro use. Except with SSI's prior written consent, BUYER may not resell PRODUCTS intended solely for its own use.

**2.5** BUYER shall, in any resale or other distribution of the PRODUCTS, ensure that all relevant information accompanies them, including without limitation safety information, and shall, at its own risk, secure in SSI's favor all limitations of liability found herein.

**2.6** BUYER shall maintain records for the PRODUCTS as required by law, custom and practice, such that SSI may easily track and recall a PRODUCT at any time. SSI may recall a PRODUCT at any time for good cause. Both parties shall use their best efforts in cooperating to effect a recall. The party whose error or omission caused the recall shall bear resultant transport risk and reasonable costs. If SSI caused the recall, it shall, at its discretion, provide replacement PRODUCTS or refund the purchase price. This §2.6 comprises BUYER's exclusive, aggregate remedies involving recall.

**2.7** BUYER shall obtain all licenses and other official approvals necessary for the PRODUCTS' importation and use; failure to do so shall discharge none of BUYER's duties herein.

## 3. TERMS OF PAYMENT

**3.1** BUYER at its expense shall make full payment by the date agreed, including any pre-delivery payment, in the invoiced currency by SWIFT wire transfer to:

Den Danske Bank  
Holmens Kanal 2-12  
DK-1092 Copenhagen K  
Account no.: 3001-3119-115507.

Approved payment not in Danish kroner (DKK) shall be at the DKK exchange rate on the due date, 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 herein is expressly conditioned on BUYER's full performance of its duties of timely payment under this and every other sales agreement with SSI.

**3.4** Buyer waives its rights to any pledge or lien in any SSI property, and its rights to withhold a disputed sum involving the PRODUCTS from a sum due SSI for the purchase of other products.



#### 4. PASSING of RISK and TITLE

4.1 SSI's liability for all risks involving the PRODUCTS, including without limitation loss or damage, terminates upon the earlier of: 1) delivery; or 2), the designated delivery date, if delivery failed to occur due to BUYER's action or inaction.

4.2 Notwithstanding delivery, ownership of the PRODUCTS remains vested in SSI until receipt of BUYER's full payment. In case of late or incomplete payment or if SSI reasonably anticipates BUYER's inability to make full and timely payment, and subject to relevant law: 1) upon demand by SSI, BUYER, at its risk and expense, return the PRODUCTS; or, 2) SSI may, at BUYER's risk and expense, resell the PRODUCTS or recover them or any sum outstanding. Said rights supplement SSI's other rights and remedies.

#### 5. LIMITED WARRANTY and LIMITATION OF LIABILITY

5.1 SSI warrants that the PRODUCTS are manufactured according to general industry standards and SSI's written specifications, including without limitation specifications describing the PRODUCTS and instructions for PRODUCT use (WARRANTY). This WARRANTY is the sole warranty provided for the PRODUCTS, 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 and MERCHANTABILITY. SSI gives no warranty for RELATED SERVICES.

5.2 Recovery under the WARRANTY is subject to BUYER's proving actual loss and SSI's breach of the WARRANTY, and demonstrating that it stored, transported and used the PRODUCTS according to all SSI specifications and other written and oral instructions, as well as with all relevant laws, rules and guidelines and with general industry standards (PROPER USE). SSI's maximum liability for defective PRODUCTS shall be an equal quantity of identical products. Unless otherwise expressed herein, SSI's aggregate liability for all other losses or damages arising from or related to the PRODUCTS, including without limitation those involving negligence, shall be a sum equaling the value of said loss or damage, not to exceed the total purchase price for the original PRODUCTS. SSI is not liable for loss of profit or other indirect, special or consequential losses or damages or, except by non-waivable statute, for legal fees.

5.3 BUYER agrees that SSI is not liable for loss or damage arising from or related to side-effects caused by the PRODUCTS but generally deemed as acceptable under the relevant circumstances, whether or not such side effect was known or foreseeable, including without limitation side effects warned of in SSI's written information.

5.4 SSI is not liable for other claims arising from or related to the PRODUCTS or RELATED SERVICES, including without limitation negligence. In death or bodily injury claims or if BUYER is a consumer, SSI's statutory product liability not subject to waiver modifies any conflicting CONDITION.

5.5 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 PRODUCTS; and 2) for all other claims, against all losses, damages and legal costs and fees exceeding SSI's limits of liability expressed herein.

#### 6. FORCE MAJEURE

Events that are unforeseeable at the date of sale and beyond a party's control, 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, Acts of God, serious transportation difficulties, health emergencies, governmental actions (except those affecting sales prices agreed to at officially set prices), and extreme long-term hardship.

#### 7. LAW AND JURISDICTION

The laws of Denmark, excluding any application of any terms of the UN's Convention on Contracts for the Int'l Sale of Goods, shall exclusively govern these CONDITIONS and any dispute arising from or related to them. The exclusive forum for resolving any such dispute shall be final and binding arbitration held in the English language in Copenhagen, under the auspices and rules of the Danish Institute of International Arbitration, with no right of appeal to any court except to enforce the arbitration award. Provided that: SSI may bring any type of legal action against BUYER in BUYER's main place of business; and a party may seek injunctive relief in any court of competent jurisdiction in any place at any time.