

SCIENTA OMICRON GENERAL CONDITIONS OF SUPPLY

1. General

1.1 This Agreement is to be used on all supply of goods from Scienta Omicron GmbH and Scienta Omicron AB (hereinafter referred to as "Scienta Omicron") to customer (hereinafter referred to as "Buyer"). These General Conditions shall apply when the parties agree thereto in writing or otherwise. Deviations from the General Conditions shall not apply unless agreed in writing. Data in product information and price lists are binding only to the extent that they are by reference expressly included in an agreement entered into by and between the parties. In case of any inconsistency or conflict between any provision of these General Conditions and any warranties provided by Scienta Omicron, the provisions of these General Conditions shall prevail.

2. Drawings and other Documents

2.1 Drawings and other technical documents concerning products or manufacturing provided by Scienta Omicron before or after the purchase shall remain Scienta Omicron's property and Scienta Omicron shall remain the sole owner of all intellectual property rights in and to such documents. The documents received by the Buyer may not be used for any other purpose than the purpose for which they were delivered. Such documents may not, without Scienta Omicron's consent, be copied, reproduced, delivered or otherwise disclosed to any third party.

3. License to Use Software Products

3.1 Upon supply of products containing and/or consisting of software products the SW license(s) according to the Software License File shall apply.

4. Delivery

4.1 Unless otherwise agreed between the parties, terms of delivery shall be "Ex Works" Scienta Omicron's place of business, in accordance with INCOTERMS valid at the date of the agreement. If the parties have agreed on any other delivery terms such agreed delivery terms shall be interpreted in accordance with the INCOTERMS valid at the date of the agreement.

4.2 If Scienta Omicron, at the request of the Buyer, arranges the transport, this shall not affect Scienta Omicron's liability as regards the cost and the risk associated with the transportation etc.

5. Time for Delivery

5.1 If Scienta Omicron finds that it will not be able to ship the goods at the agreed time of delivery or if delay on Scienta Omicron's part seems likely, Scienta Omicron shall forthwith notify the Buyer thereof in writing, stating the reason for the delay and, if possible, the date when the delivery can be expected.

5.2 If delay in delivery is caused by a circumstance which according to Clause 12 shall be considered an event of relief (force majeure) or by an act or omission on the part of the Buyer, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

5.3 If the Buyer finds that he will be unable to accept delivery of the goods on the agreed date

or if delay on his part seems likely, the Buyer shall forthwith notify Scienta Omicron thereof in writing stating the reason for the delay and if possible, the date when he will be able to accept delivery. If the Buyer fails to accept shipment on the agreed date he shall nevertheless make any payment which is dependent on delivery as if the goods in question had been delivered. Scienta Omicron shall arrange storage of the goods at the Buyer's risk and expense. Scienta Omicron shall also, if the Buyer so requires, insure the goods at the Buyer's expense.

- 5.4 Unless the Buyer's failure to accept delivery is due to any such circumstance as mentioned in Clause 12, Scienta Omicron may by notice in writing require the Buyer to accept delivery within a reasonable period. If, for any reason for which Scienta Omicron is not responsible, the Buyer fails to accept delivery within such period, Scienta Omicron may by notice in writing terminate the contract in respect of that part of the goods which is ready for delivery but has not been delivered due to the Buyer's default. Scienta Omicron shall then be entitled to compensation for the loss suffered by reason of the Buyer's default. The compensation shall not exceed that part of the price, which is attributable to the part of the goods in respect of which the contract is terminated.

6. Payment

- 6.1 Unless otherwise agreed, the contracted price shall be paid by partial payments no later than 30 days after receipt of invoice. Scienta Omicron shall invoice in accordance with the following payment plan.

- 50 % as soon as the Contract has been signed
- 40 % on delivery and
- 10 % after completion of installation and acceptance tests according to Clause 11 or three months after delivery, whichever is the earliest date.

Notwithstanding the above, payment for spares, repairs, consumables and components shall be made in full against invoice at shipment.

Payment shall be made to the bank account stated in the invoice.

- 6.2 If the Buyer fails to pay by the due date, Scienta Omicron shall be entitled to interest from the day on which payment became due at a yearly interest rate of 8% above EURBOR (Euro Interbank Offered Rate).
- 6.3 If the Buyer has not paid the amount due within three months after the due date, Scienta Omicron shall be entitled to terminate the contract, wholly or partly, by written notice to the Buyer. Scienta Omicron shall then in addition to interest on late payment also be entitled to compensation for the loss suffered limited to retention of any purchase price paid by the Buyer to Scienta Omicron up until the date of termination.

7. Reservation of Title

- 7.1 If the goods are not paid by the Buyer in due time Scienta Omicron shall have the right to retain the goods as collateral for the payment. The Buyer is not allowed to use the goods until fully paid and finally accepted. Any use prior to final payment and acceptance that is not specifically agreed in writing by Scienta Omicron shall deem the goods as finally accepted with immediate start of warranty and due for final payment.

8. Warranty and Liability for Defects

8.1 *Scienta Omicron's Hardware Products*

8.1.1 Unless otherwise specifically agreed in writing between the parties, Scienta Omicron warrants that each of Scienta Omicron's hardware products in material and design correspond to the technical specification relating to such hardware product. Unless a more extensive warranty period has been agreed in writing between the parties, this warranty shall apply for a period of one year from the date on which the product(s) was/were delivered/shipped from Scienta Omicron or one year from installation of the goods according to Clause 11.

8.1.2 Scienta Omicron shall, in accordance with the provisions of this Clause 8, by repair or replacement remedy any defect in Scienta Omicron's hardware products resulting from faulty design, materials or workmanship. Scienta Omicron's shall not be liable for defects arising out of material provided by the Buyer. For replaced products the warranty shall apply for a period of six months from the date the replaced product(s) was/were delivered/shipped from Scienta Omicron or, if replacement is carried out at the Buyers place, from the date the replacement was completed.

8.1.3 If a hardware product(s) due to a defect could not be in use for more than a month the warranty time shall be prolonged for the time the hardware product has been out of use. Notwithstanding the provisions of this Clause 8.1.3, Scienta Omicron shall have no liability for defects in any parts of the hardware products that are reported more than two years after the end of the original warranty period, as referred to under Clause 8.1.

9. Limitations of Warranty, Notice of Defects, Damage etc.

9.1.1 The warranties provided by Scienta Omicron shall only apply provided that the Buyer has had the products properly serviced by Scienta Omicron. Scienta Omicron's liability does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer. Scienta Omicron's liability does not cover defects due to working conditions deviating from those anticipated in the contract or improper use of the products. Nor does it cover defects due to faulty maintenance or incorrect installation from the Buyer's side, alterations undertaken without Scienta Omicron's written consent or faulty repairs by the Buyer. Warranty for Scienta Omicron's Programs only apply if used according to the Software license terms. Finally, Scienta Omicron's liability does not cover normal wear and tear or deterioration and is not applicable on consumables.

9.1.2 The Buyer shall without undue delay after a defect has appeared notify Scienta Omicron in writing of the defect and in no case later than fifteen (15) business days after the date on which the defect was discovered or should have been discovered. The notice shall contain a description of how the defect manifests itself. Scienta Omicron will provide instructions on how defects shall be reported. Notice of a defect shall be given immediately if there is reason to believe that the defect may cause damage. If the Buyer fails to notify Scienta Omicron of a defect in writing within the time limits set forth in this Clause, the Buyer shall forfeit his right to make any claims in respect of the defect.

9.1.3 Upon receipt of a written notice Scienta Omicron shall at its own cost promptly remedy the defects in accordance with the provisions under this Clause 9. Remedial work shall be carried out at Scienta Omicron's premises or at the premises of a service provider appointed by Scienta Omicron. The goods shall be sent to Scienta Omicron's premises or to the premises of the service provider appointed by Scienta Omicron.

- 9.1.4 If the Buyer gives notice and in case no defect is found for which Scienta Omicron is liable, Scienta Omicron shall be entitled to compensation for the work and costs incurred by Scienta Omicron as a result of the notice. Scienta Omicron shall inform the Buyer that Scienta Omicron is not liable for the defect. The Buyer shall thereafter within a period of one month notify Scienta Omicron in writing if the Buyer wants the goods sent back to him. All costs for such transport shall be borne by the Buyer. If the Buyer fails to give such notice the goods will become the property of Scienta Omicron.
- 9.1.5 Except to the extent otherwise is provided under Clause 9.1.4, all transports in connection with repair or replacement shall be at Scienta Omicron's expense. The Buyer shall follow Scienta Omicron's instructions as to how the transport shall be carried out. The transports shall be at the Buyer's risk.
- 9.1.6 Defective parts, which are replaced shall be placed at Scienta Omicron's disposal and shall become Scienta Omicron's property. Scienta Omicron Programs, or parts thereof, which are replaced shall be returned to Scienta Omicron. The same shall apply to all copies of the replaced Scienta Omicron Program, or the replaced parts thereof that the Buyer has in its possession.
- 9.1.7 Save as stipulated in 8.1.1 - 8.1.3 and subject to clause 9 Scienta Omicron shall have no liability for defects.
- 9.1.8 For hardware products, such as scanners, printers etc., that are manufactured by a third party and that are not marked with Scienta Omicron's logotype, Scienta Omicron's liability for defects shall be equivalent to the liability for defects as provided by the manufacturer from time to time. The terms and conditions for the hardware products referred to under this Clause may be found on the relevant manufacturer's website.
- 10. Liability for Damage to Property Caused by the Products**
- 10.1 The Buyer shall indemnify and hold Scienta Omicron harmless to the extent that Scienta Omicron incurs liability towards any third party in respect of any damage for which Scienta Omicron shall not be liable towards the Buyer according to Clause 10.2 and 10.3 below.
- 10.2 Scienta Omicron shall have no liability for damage caused by the products
- a) to any (movable or immovable) property where the damage occurs while the products are in the Buyer's possession, or
 - b) to products manufactured by the Buyer, or to products of which the Buyer's products form a part, or for loss or damage to any property, where the damage is caused by such products.
- 10.3 Scienta Omicron shall under no circumstances be liable for loss of production, loss of profit or any other consequential loss. Said limitations of Scienta Omicron's liability shall not apply where Scienta Omicron has been guilty of gross negligence.
- 10.4 If a third party lodges a claim for compensation against Scienta Omicron or the Buyer for such loss or damages as referred to in this Clause 9, the other party shall forthwith be notified thereof in writing.

10.5 Scienta Omicron and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal that examines a claim against either of them, where such claim is based on damage alleged to have been caused by the products. The liability as between Scienta Omicron and the Buyer shall, however, always be settled by arbitration in accordance with Clause 15.

11. Installation

11.1 The regulations in this section 11 shall be applicable for the work carried out if the parties have agreed upon installation of the products. "Installation" shall mean Scienta Omicron undertaking to physically install or mount Products at the Buyers site or on the Buyers property and, if agreed upon between the parties, put the Products in operation. The installation shall be carried out at delivery if the parties have not agreed otherwise.

11.2 The Buyer shall see that preparation work is carried out to enable the installation. The Buyer shall provide electricity and other means to make the installation possible as well as provide personnel to assist Scienta Omicron with the installation.

11.3 For defects or deficiencies in the installation work the regulations above under section 8 "Warranty and Liability for defects" shall apply in relevant parts. Scienta Omicron's liability for the installation will only be valid for defects that appear within one year from the completion of the installation.

11.4 If the installation is delayed due to circumstances pertaining to the Buyer Scienta Omicron will be entitled to remuneration for expenses, extra work and wait according to the standard applied by Scienta Omicron at the relevant time.

12. Grounds for Relief (Force Majeure)

12.1 A party is relieved from liability for a failure to perform any of its obligations under this Agreement, if such failure is due to any circumstance beyond its immediate control, which impedes, delays, or aggravates the party's fulfilment thereof, such as changes in laws and regulations or in the interpretation thereof, acts or omissions of authorities, labour disputes, blockades, fires, floods, pandemics, shortage of transportation, general shortage of materials, restrictions in the use of power, major accidents and defects or delays in deliveries from sub-contractors caused by any such circumstance as referred to in this Clause 12.1.

12.2 The party wishing to claim relief under Clause 12.1 shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. In case of delayed notification, the other party shall be entitled to compensation for damages incurred by such party, to the extent such damages could have been avoided if the notification had been made without delay.

12.3 If grounds for relief prevent the Buyer from fulfilling its obligations, the Buyer shall compensate Scienta Omicron for expenses incurred by Scienta Omicron in securing and protecting the products.

12.4 Notwithstanding other provisions of these General Conditions either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is delayed more than six months by reason of any grounds for relief as described in Clause 12.1.

13. Secrecy

- 13.1 The Buyer undertakes without limitation as to time not to disclose to third parties confidential information that the Buyer receives or has received concerning the Products or the manufacturing or sale thereof.
- 13.2 For the purpose of this Clause 13 confidential information shall mean any and all information - including but not limited to technical, practical and commercial information – except information, which is known or which will become known in full detail to the public other than by breach of the obligations herein contained.
- 13.3 The Buyer ensures that the employees to whom confidential information is disclosed covenant to keep such information confidential to the extent the Buyer itself is bound by this secrecy undertaking and that such covenants on the part of employees are strictly observed.
- 13.4 The Buyer shall not without compelling reason reveal
- a) the existence of this Agreement or any arbitration award related to this Agreement
 - b) the contents of this Agreement or any arbitration award related to this Agreement
 - c) any information regarding negotiations or arbitration or mediation proceedings related to this Agreement.
- 13.5 The Buyer's obligations under this Section 13 shall survive any termination of the contract.

14. Export Control

- 14.1 In the absence of any other written agreement, the delivered product is intended to remain and to be used in the first country of delivery agreed with the customer.
- 14.2 The export of certain goods may be subject to authorisation e.g. because of their nature or intended purpose or final destination. The customer itself is obliged to comply strictly with the relevant export regulations and embargos for these goods (products, goods, software, technology), especially of the European Union (EU), and, if applicable, the USA.
- 14.3 Where products are passed on, the customer undertakes to oblige other recipients in the same way and to notify them of the need to comply with such legal provisions.
- 14.4 The customer shall indemnify Scienta Omicron from all damages resulting from negligent breach of the foregoing obligations according to paragraph 14.1 to paragraph 14.3. The scope of the damages to be reimbursed shall also include the reimbursement of all necessary and reasonable expenses incurred by Scienta Omicron or incurred, in particular the costs and expenses for any legal defence and any official administrative fines or penalties.
- 14.5 In the event of the negligent breach of the foregoing obligations according to paragraphs 14.1 to 14.3 by the customer, Scienta Omicron shall have the right to rescind the sales contract.

15. Disputes. Applicable Law

- 15.1 Any dispute, controversy or claim arising out of or in connection with these General Conditions, 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 Institute).

- 15.2 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- 15.3 The arbitration shall be held in Stockholm, Sweden.
- 15.4 The language to be used in arbitral proceedings shall be English.
- 15.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.
- 15.6 These General Conditions shall be governed by and construed and enforced in accordance with the substantive laws of Sweden without regard to its principles of conflict of laws and excluding the UN Convention of International Sales of Goods (CISG).