

# CAPTAINER GENERAL TERMS AND CONDITIONS OF SALE - INTERNATIONAL

## 1. CONDITIONS OF CONTRACT

1.1 Definitions: In these General Terms and Conditions of Sale (these "Conditions"):

"Buyer" means any person, company or other legal entity, that orders or buys Deliverables from Capitainer;

"Contract" shall have the meaning as set forth in Section 1.2 below;

"Deliverables" means any Products or Services supplied by Capitainer;

"Capitainer" means Capitainer AB, a company incorporated in Sweden and its successors and assignees;

"Products" means the blood collection devices supplied by Capitainer to Buyer in terms of each individual Contract;

"Services" means all advice given and services performed by Capitainer in connection with the Contract;

1.2 Each order from Buyer which is accepted by Capitainer shall constitute an individual legally binding contract between Capitainer and Buyer, hereinafter referred to as the "Contract".

## 2. CONTRACT

The Contract shall be governed in all respects by these Conditions. These Conditions shall supersede and prevail over any other terms and conditions stipulated or referred to by Buyer, and no alteration of these Conditions will bind Capitainer to or form part of any Contract, unless expressly accepted in writing by Capitainer. No previous correspondence between Buyer and Capitainer nor any promotional or sales literature regarding Deliverables (other than those expressly accepted in writing) shall form any part of or be incorporated into the Contract.

## 3. PRICE

3.1 The prices of the Deliverables are as stated in Capitainer's official price list or as stated in the quotation. The price list is subject to change without notice. Shipping costs are added to the invoice when Capitainer arranges for carriage. All prices are stated net of value added tax (VAT) and other applicable taxes.

3.2 All quotations given by Capitainer are for budgetary reasons only and shall not constitute a binding offer, unless explicitly agreed to by Capitainer. Deliverables are offered subject to availability. Capitainer, at its discretion, expressly reserves the right to reject any order and/or refuse to sell Deliverables to Buyer.

## 4. PAYMENT

4.1 Unless otherwise agreed in writing payment in full shall be made to Capitainer in the currency invoiced no later than thirty (30) days from the date of invoice.

4.2 In the event of late payment Capitainer reserves the right: (i) to suspend deliveries and/or cancel any of its outstanding obligations; and (ii) to charge interest at a rate of 2% per month on the unpaid balance as calculated on a day to day basis until the clearing of payment by Capitainer's bank.

## 5. CHANGES

Capitainer reserves the right to make any change in the specification of any Deliverable which does not materially affect the use, performance or price thereof.

## 6. DELIVERY

6.1 Terms of delivery is specified in the individual quote or contract. If no delivery term has been agreed incoterm 2020 Ex Works (EXW) applies. Capitainer may arrange for carriage on behalf of Buyer upon agreement.

6.2 If Buyer fails to accept delivery of any Deliverable within a reasonable period after receiving notice from Capitainer that they are ready for delivery, Capitainer may dispose of or store the Deliverable(s) at Buyer's expense.

6.3 Buyer shall notify Capitainer within five working days in writing of any short delivery or defects reasonably discoverable on careful examination. Capitainer's sole obligation shall be, at its discretion, to

replace or repair any defective Deliverables or refund the purchase price of any undelivered Deliverables.

6.4 Where delivery of any Product requires an export license or other authorization before shipment, Capitainer shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

6.5 Subject to the terms of Warranty per Section 10 below, Deliverables may only be returned at Capitainer's option, and with prior authorization.

## 7. DELAY IN DELIVERY

7.1 Any time or date for delivery given by Capitainer to Buyer is an estimate of the date on which the Deliverables will be delivered to Buyer. Capitainer will make a good faith effort to meet the delivery date, but time shall not be of the essence with regard to delivery at such time or date. Capitainer shall not be liable for any liability, loss, expense, claim or damage incurred by Buyer arising from any delay in delivery of the Deliverables or any part thereof, and further, without limitation to the foregoing, in no event shall Capitainer be so liable for any indirect or consequential damages or economic loss including, loss of profit, arising from any delay in delivery.

7.2 Buyer shall not be entitled to reject the Deliverables or part thereof based solely on short delivery.

## 8. RISK AND TITLE

The risk of loss to the Deliverables shall transfer to Buyer in accordance with the agreed delivery terms. Full legal and equitable title and interest in the Deliverables shall pass to Buyer upon full payment. Buyer agrees not to dispose of or resell the Deliverables until it has been paid in full.

## 9. INTELLECTUAL PROPERTY

All intellectual property rights vested in the Deliverables and any related documentation, as between Buyer and Capitainer, shall remain with Capitainer and no license to manufacture, copy, resell or sublicense, or create derivative works is granted to Buyer. Any data relating to the manufacture or design of the Deliverables as disclosed by Capitainer or otherwise obtained by Buyer in connection with the use of the Products shall be deemed the intellectual property of Capitainer and may not be used or disclosed to third parties without Capitainer's written consent. Buyer agrees and warrants not to take any action to reverse engineer any the Deliverables

## 10. WARRANTY

10.1 Capitainer warrants that the Products upon delivery is in an operating condition in accordance with their labels, instructions for use or published specifications. Capitainer will as its sole liability either (i) replace any defective Product or (ii) refund the purchase price, at Capitainer's discretion. Any claims under the warranty shall be submitted within 14 days from the discovery of the defect and in no event later than 90 days from delivery. Any extensions of the warranty period shall be agreed in writing. Capitainer shall in no event be liable for the cost of procurement of substitute goods by the Buyer or for any indirect, incidental, special or consequential damages arising from any breach of warranty.

10.2 Capitainer's warranty in this section shall be contingent upon the following conditions: (i) that no modifications in design which affect the stability or the reliability of the Product have been made by or with the approval of the Buyer; (ii) that the Product has not been subjected to misuse, negligence or to unusual physical stress; (iii) that the Product has not had its lot number altered, effaced or removed; (iv) that the Product has been used in accordance with the instructions of use provided by Capitainer; and (v) that the Product has been stored in accordance with Capitainer's specifications and instructions.

10.3 Capitainer warrants that all services performed as part of the Service Packages will be carried out with reasonable care and skill. Capitainer's sole liability for breach of this warranty shall be at its discretion to give credit for or reperform the services in question.

10.4 Capitainer hereby expressly disclaims, and Buyer hereby expressly waives, any warranty regarding results obtained through

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the use of the Deliverables, including without limitation any claim of inaccurate, invalid or incomplete results. All other warranties, representations, terms and conditions (statutory, expressed, implied or otherwise) as to quality, condition, description, merchantability, fitness for purpose or non-infringement (except for the implied warranty of title) are hereby expressly excluded.

## 11. LIMIT OF LIABILITY

11.1 Capitainer shall not under any circumstances be liable for loss of profit or any indirect damage or loss, consequential, special, exemplary, incidental damage or loss of production or rental costs including any obligation of the Buyer's to compensate any third party or any loss of information.

11.2 The total liability of Capitainer arising under or in connection with the Contract, including for any breach of contractual obligations and/or any misrepresentation, act or omission (including without limitation, negligence and liability for infringement of any third party intellectual property rights) shall be limited to damages in an amount equal to the amount paid to Capitainer by Buyer under the Contract.

11.3 The exclusions of liability in these terms and conditions shall only apply to the extent allowed by law.

11.4 Capitainer shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing, including errors made in catalogues and other promotional materials.

## 12. USE OF THE DELIVERABLES

12.1 The Deliverables are sold only for the purpose described in the product documentation relating to the Deliverables. Any other use will void any warranties made by Capitainer in connection therewith. Buyer is solely responsible for compliance with any regulatory requirements, and shall promptly inform Capitainer of the need for any licenses and registrations, relating to Buyer's use of the Deliverables. The reference to Buyer shall include the end users of the Deliverables. In addition, Buyer shall indemnify, defend and hold Capitainer harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Capitainer suffers or incurs by reason of any unapproved use.

12.2 The Buyer shall on its own cost ensure that the Deliverables are used, treated and handled in accordance with applicable regulations for use, sale marketing, transportation, packaging and storage.

12.3 The Buyer shall immediately inform Capitainer in writing of any injury and damage, that may have been caused by the Deliverables. The report shall include the nature of the injury or damage and information about the Deliverables concerned. The Buyer shall not accept any liability on behalf of Capitainer, nor express any opinion about the cause for the injury or the damage, unless requested to do so by Capitainer in writing.

## 13. INDEMNITIES

Except where the claim arises as a result of the negligence or breach of representation by Capitainer, Buyer shall indemnify and defend Capitainer with respect to any claim which may be made against Capitainer: (i) arising in connection with Buyer's use of the Deliverables; and/or (ii) alleging that Buyer's use of the Deliverables may infringe the intellectual property rights of any third party.

## 14. INSOLVENCY

In the event that Buyer becomes bankrupt or, being a company, goes into liquidation, Capitainer shall be entitled to immediately terminate the Contract immediately upon notice and shall have the right to repurchase its Products with a reprocessing and handling fee of 50%, all of which without prejudice to any other rights of Capitainer hereunder.

## 15. FORCE MAJEURE

Capitainer shall not be liable with respect to the nonperformance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), epidemics, fire, flood, explosion, natural catastrophe, military actions, blockades, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure and inability to obtain equipment.

## 16. DATA PROTECTION

Buyer and Capitainer shall comply with data protection laws applicable to their respective processing of personal data under the Contract.

## 17. GOVERNING LAW AND DISPUTES

17.1 This Contract shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute arising out of or in connection with this contract shall be resolved by arbitration in Stockholm in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The language of arbitration shall be English.

17.2 Capitainer shall be entitled to offset any sums owed by Buyer.

17.3 In the event of a litigated dispute between the parties, the prevailing party shall be awarded its reasonable attorney's fees and associated costs.

17.4 In the event that any provision of this Contract shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Contract and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

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