

## General Terms and Conditions for supply of Equipment

### 1 Scope

- 1.1 These general terms and conditions ("**General Terms and Conditions**") shall – unless otherwise agreed in writing – apply to and be considered an integrated part of any offer or contract ("**Offer**" and "**Contract**") for supply of equipment and associated spare parts ("**Equipment**") and installation of Equipment ("**Installation**"), submitted or entered into by Origio.
- 1.2 The General Terms and Conditions shall prevail over any terms and conditions used by a contracting party ("**Customer**") receiving an Offer from or entering into a Contract with Origio. Any reference in these General Terms and Conditions to "Contract" shall be understood to also include the General Terms and Conditions.
- 1.3 Any Offer submitted by Origio is only valid for a period of 30 (thirty) calendar days from its date of issue. If the Customer does not accept the Offer within this time limit, the Offer will automatically lapse. If the Customer accepts the Offer in its entirety within the time limit, the Offer constitutes a Contract.
- 1.4 For the avoidance of doubt, these General Terms and Conditions do not apply to any third party software contained in the Equipment delivered by Origio, e.g. pre-loaded standard software on tablets, PCs and servers. Such third party software shall be subject to the third party software licence terms and conditions applicable from time to time. Origio does not grant the Customer any license or other rights to such third party software, and Origio shall have no responsibility or liability in relation to such software, and provides no kind of guarantee or warranty whatsoever in respect thereof.

### 2 Delivery

- 2.1 Origio shall deliver the Equipment on the delivery terms set out in the Contract. Delivery terms will be according to Incoterms 2010.
- 2.2 The Customer is responsible for controlling the quality and accuracy of the delivered Equipment. The Customer shall notify Origio in writing of any deficiency in the delivery or any defective Equipment within five (5) calendar days of delivery, after which time the Customer shall be deemed to have accepted the Equipment.

### 3 Installation

- 3.1 If the Contract includes Installation, the Customer shall inform Origio of any conditions at the agreed Installation address ("**Installation Address**") that may affect the Installation, including by duly and timely completing a pre-installation form that will be supplied by Origio prior to Installation.
- 3.2 The Customer is responsible for ensuring that the Installation can be performed by Origio at the Installation Address in compliance with applicable law and working environment regulation and for performing any required preparatory work at its own expense and in a professional manner in order to prepare the Installation Address for Installation. Unless otherwise agreed, any required preparatory work must be completed before Origio arrives at the Installation Address.
- 3.3 Installation is carried out at the sole risk of the Customer, including if the Installation requires any modifications to the structure and/or fixtures and fittings to be performed by Origio. Installation will be performed by Origio or by an authorized representative of Origio.
- 3.4 The parties shall agree on a date on which Origio shall perform the Installation. Origio shall use reasonable endeavours to meet any agreed Installation date. If Origio realizes that it is unable to perform the Installation on the agreed date, Origio shall to the best of its ability inform the Customer of a new date of Installation. In the event that the Installation takes longer time than communicated by Origio to the Customer, Origio will use reasonable endeavours to complete the Installation within reasonable time.

- 3.5 If the Customer cancels an Installation later than seven (7) calendar days before the agreed Installation date, Origio shall be entitled to invoice an amount corresponding to fifty per cent (50%) of the price of the Installation as set out in the Contract.
- 3.6 If the Customer has provided incorrect or insufficient information under clause 3.1 and/or failed to complete any preparatory work in accordance with clause 3.2, and this results in additional costs for Origio, Origio shall be entitled to invoice such costs to the Customer.
- 3.7 Immediately following Installation, Origio shall prepare an installation report confirming the Installation ("**Installation Report**"), following which the Installation shall be considered completed. The Customer shall confirm its acceptance of the Installation by signing the Installation Report. The Customer shall not be entitled to start using the Equipment until it has signed the Installation Report.
- 3.8 Installation shall not affect the time of passing of risk to the Customer, cf. clause 5.1.

#### **4 Prices and payment terms**

- 4.1 The prices indicated in the Contract are always exclusive of (i) import/export duties and fees, and exclusive of sales taxes, excise duties, value-added tax, goods and services tax, and other applicable taxes, as well as (ii) freight, handling, insurance, and custom packaging costs.
- 4.2 Origio is entitled, at any time, to adjust its prices to account for any increase in the cost of raw materials and components of its products, labor costs, as well as procurement and shipping fees, subject to providing one (1) month's notice. The Customer may not claim financial compensation or indemnity related to any price increase.
- 4.3 The Customer shall pay any invoice within 30 (thirty) calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Origio from time to time. The Customer acknowledges that time for payment is of the essence.
- 4.4 If the Customer fails to make any payment to Origio by the due date for payment, then, without limiting any other rights or remedies available to Origio, the Customer shall pay interest on the overdue amount at the rate of eight per cent (8%) per annum above Danmarks Nationalbank's (the Danish Central Bank) official lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.5 The Customer shall pay all due amounts in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Origio may at any time, without limiting any other rights or remedies available to Origio, set off any amount owing to it by the Customer against any amount payable by Origio to the Customer.

#### **5 Risk and title**

- 5.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 5.2 Origio retains title to the Equipment until Origio receives payment in full for the Equipment.
- 5.3 Until title to the Equipment has passed to the Customer, the Customer shall (i) store the Equipment separately from all other goods or products held by the Customer so that the Equipment remains readily identifiable as Origio's property, (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment, and (iii) maintain the Equipment in satisfactory condition and keep it insured against all risks for their full price from the date of delivery.
- 5.4 If the Customer becomes subject to any of the events listed in clause 13.1 before title to the Equipment has passed to Customer, the Customer shall immediately notify Origio hereof, and Origio may then, without limiting any other rights or remedies available to Origio, reposes the Equipment, including by entering into any premises of the Customer or any third party where the Equipment is stored. All reasonable costs related to repossession of the Equipment, including labour and transportation costs, as well as the risk of loss or damage during transit shall be borne by the Customer. Origio shall have no

obligations to make good, put back or otherwise repair or alter the Customer's premises in case of repossession of the Equipment.

## **6 Quality**

- 6.1 Origio warrants that from delivery and for a period of 12 (twelve) months ("**Warranty Period**"), the Equipment is free from material defects in design, material and workmanship. In case Origio shall perform Installation, the Warranty Period for such Equipment shall commence at the time the Installation is completed, cf. clause 3.7.
- 6.2 Any drawings, descriptive matter or advertising issued by Origio and any illustrations or descriptions of the Equipment contained in Origio's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment and shall not form part of the Contract or have any contractual force.
- 6.3 If the Customer gives written notice to Origio during the Warranty Period, within a reasonable time of discovery, that some or all of the Equipment do not comply with the warranty set out in clause 6.1, Origio shall be given a reasonable opportunity to examine such Equipment, and the Customer (if asked to do so by Origio) shall return the Equipment to Origio's place of business at the Customer's risk and cost. If Origio agrees that the Equipment is defective, Origio shall (i) at its own option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full, and (ii) refund the Customer's reasonable costs of returning the Equipment for examination by Origio. If Origio's examination of the Equipment shows that the Equipment is not defective, the Customer shall pay all Origio's costs related to such examination.
- 6.4 Notwithstanding clause 6.3, Origio shall not be liable for the Equipment's failure to comply with the warranty set out in clause 6.1 in any of the following events:
- 6.4.1 the Customer makes any further use of the Equipment after giving notice in accordance with clause 6.3;
- 6.4.2 the Customer starts using the Equipment before signing the Installation Report, cf. clause 3.7;
- 6.4.3 the defect arises because the Customer has failed to follow Origio's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
- 6.4.4 the Customer or a third party alters or repairs the Equipment without the written consent of Origio;
- 6.4.5 the Customer does not comply with its obligations under clause 9.1.5;
- 6.4.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 6.4.7 the Equipment differs from the description in the Contract as a result of changes made to ensure that it complies with applicable statutory or regulatory requirements.
- 6.5 The Customer acknowledges that, although Origio has tested any proprietary software embedded in the Equipment in accordance with standard industry practice, the software may not be free of bugs or errors, and the Customer agrees that the existence of any minor bugs or errors in the software does not entail that the Equipment does not comply with the warranty set out in clause 6.1. Origio will use reasonable endeavours to mitigate and remedy such bugs and errors from time to time.
- 6.6 All other warranties, conditions or other terms which may be implied into the Contract by statute or otherwise are hereby excluded to the fullest extent permitted by law, and, except as provided in this clause 6, Origio shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 6.1. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ORIGIO HEREBY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7 Product liability**

- 7.1 Origio shall not be liable for any damages, costs and losses caused by the Equipment incurred by the Customer or any third party in relation to damages to buildings, property, equipment, gametes, etc. Unless otherwise required by mandatory product liability legislation, Origio can only be held liable for personal injury caused by the Equipment if it can be proved that the damage was caused by negligence committed by Origio or others for whom Origio is liable.
- 7.2 Origio's product liability shall be subject to the limitation set out in clause 8, unless otherwise required by mandatory product liability legislation, and in such case Origio's product liability shall be limited to the furthest extent possible under said mandatory product liability legislation.
- 7.3 Origio shall not be liable for any claims, actions, proceedings, costs, expenses, damages and liabilities (including legal fees) arising out of or in connection with the Customer's use of the Equipment. The Customer shall indemnify and hold Origio harmless against all claims, losses and expenses (including legal fees) arising out of any action brought by a third party against Origio and/or the Customer with respect to the Customer's use of the Equipment.
- 7.4 If a third party makes a claim against one of the parties under this clause 7, such party shall give the other party immediate notice. In case the third party claim relates to Origio in any way, Origio shall in its absolute discretion decide what action to take in respect of the matter (if any), and shall conduct and have sole control over any consequent action that it deems necessary. The Customer shall, at the request and expense of Origio, take all such steps as Origio may reasonably require to assist Origio in such matter.

## **8 Limitation of liability**

- 8.1 Origio shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for (i) any damage to gametes, (ii) loss of profits, sales or business, (iii) loss of agreements or contracts, (iv) loss of anticipated savings, (v) loss of use or corruption of software, data or information, (vi) loss of or damage to goodwill, (vii) punitive damages, and (viii) any indirect or consequential losses.
- 8.2 Origio's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, shall be limited to the greater of EUR 10,000 and fifty per cent (50%) of the total charges paid by the Customer under such Contract during the last 12 (twelve) months. Any other agreements or dealings between the parties shall not be included in the calculation of the total charges paid by the Customer during the last 12 (twelve) months.
- 8.3 Notwithstanding clauses 8.1 and 8.2 above, nothing in the Contract shall limit or exclude Origio's liability for any matter in respect of which it would be unlawful for Origio to restrict or exclude liability.

## **9 Customer's obligations**

- 9.1 The Customer shall:
- 9.1.1 ensure that the terms and contents of the Contract and any applicable information submitted by the Customer are complete and accurate;
- 9.1.2 co-operate with Origio in all matters relating to the Equipment, including Installation;
- 9.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for importing and/or using the Equipment and comply with all applicable laws and regulations, including health, safety, anti-corruption, anti-bribery and money-laundering laws and regulations;
- 9.1.4 keep any instructions on use, maintenance and security and operator's manuals, supplied by Origio from time to time, with the Equipment at all times and use the Equipment in accordance with such instructions and manuals in order to prevent damages to the Equipment;
- 9.1.5 immediately install any software updates for the Equipment received from Origio; and

- 9.1.6 comply with any additional obligations set out in the Contract.
- 9.2 If Origio's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"), then:
  - 9.2.1 without limiting any other rights or remedies available to Origio, Origio shall have the right to suspend performance of its obligations under the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve Origio from the performance of any of its obligations;
  - 9.2.2 Origio shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Origio's failure or delay to perform any of its obligations as set out in this clause 9.2; and
  - 9.2.3 the Customer shall reimburse Origio on written demand for any costs or losses sustained or incurred by Origio arising directly or indirectly from the Customer Default.
- 9.3 The Customer warrants that it possesses all necessary licences and permits which may be required to own, store and operate the Equipment and that entry into the Contract is in compliance with all applicable laws and health regulations.
- 9.4 The Customer shall immediately give notice in writing to Origio, if it becomes aware of any third party claim or suspected claim that in any way relates to Origio. Origio shall be entitled to provide support and/or intervene in any proceedings regarding such claim.

## **10 Intellectual property rights**

- 10.1 Any and all intellectual property rights, including patents, copyrights and trademarks, contained in, comprised by, associated with or in any other way related to the Equipment and any documentation supplied with the Equipment, ("**Origio IP Rights**"), are the exclusive property of Origio or its licensors.
- 10.2 Origio grants the Customer a limited, non-exclusive and non-transferable right to use the Origio IP Rights for the purpose of the Customer's internal business use of the Equipment only.
- 10.3 The Customer agrees and acknowledges that:
  - 10.3.1 all Origio IP Rights throughout the world are the exclusive property of Origio or its licensors;
  - 10.3.2 the Customer's use of the Origio IP Rights shall be for the purpose of the Customer's internal business use of the Equipment only;
  - 10.3.3 the Customer shall not in any way sub-license, assign or otherwise transfer the Origio IP Rights; and
  - 10.3.4 the Customer has no rights in, or to, the Origio IP Rights other than the right to use them in accordance with the terms of the Contract.
- 10.4 To the best of Origio's knowledge, none of the Origio IP Rights infringe any third party rights. However, Origio does not make any warranty to that effect.
- 10.5 The Customer shall immediately give notice in writing to Origio if it becomes aware of (i) any infringement or suspected infringement of the Origio IP Rights, or (ii) any claim that the Equipment infringes the rights of any third party.
- 10.6 In respect of any matter that falls within clause 10.5, Origio shall in its absolute discretion decide what action to take in respect of the matter (if any) and shall conduct and have sole control over any consequent action that it deems necessary. The Customer shall, at the request and expense of Origio, take all such steps as Origio may reasonably require to assist Origio in maintaining the Origio IP Rights as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

**11 Data protection and data processing**

11.1 Each party shall (i) comply with any obligations that it may have under applicable data protection legislation in connection with its performance of its obligations under the Contract and (ii) take all reasonable precautions to ensure that personal data is processed in a secure and proper manner.

**12 Confidentiality**

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, including any part or content of the Contract.

12.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract. The Customer shall not use Origio as a reference or use the name, trademark or logo of Origio for any purpose without Origio's prior written consent to such use in each case.

12.3 Notwithstanding clauses 12.1 and 12.2 above, each party may disclose the other party's confidential information or the existence or terms of the Contract to the extent required by applicable law, regulation or securities exchange rules. If and when a party becomes subject to such a disclosure requirement it shall, to the extent practicable, give prior notice of that disclosure requirement to the other party and cooperate reasonably, at the other party's expense, with the other party's efforts to resist that disclosure requirement or obtain confidential treatment for the disclosed information.

**13 Termination**

13.1 Without limiting any other rights or remedies available to Origio, Origio may terminate the Contract with immediate effect by giving written notice to the Customer if:

13.1.1 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy the breach within 14 (fourteen) calendar days after receipt of notice in writing to do so;

13.1.2 the Customer takes any step or action in connection with its entering into administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

13.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

13.1.4 the Customer's financial position deteriorates to such an extent that in Origio's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

13.1.5 the Customer fails to pay any amount under the Contract on the due date for payment; or

13.1.6 there is a change of control of the Customer.

13.2 Without limiting any other rights or remedies available to Origio, Origio may suspend all further deliveries under the Contract or any other contract between the Customer and Origio in any of the events listed in clause 13.1.

**14 Consequences of termination**

14.1 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination.

14.2 If Origio terminates the Contract:

- 14.2.1 the Customer shall immediately pay to Origio all of Origio's outstanding unpaid invoices and interest and, in respect of delivered Equipment for which no invoice has been submitted, Origio shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- 14.2.2 the Customer shall immediately stop using and return any Equipment which has not been fully paid for. If the Customer fails to do so, then Origio may enter the Customer's premises and take possession of such unpaid Equipment. Until any unpaid Equipment has been returned, the Customer shall be solely responsible for its safekeeping.
- 14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect, including clauses 7, 8, 10, 12 and 17.

## **15 Force majeure**

- 15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, freight embargoes, breakdown of plant or machinery, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **16 Miscellaneous**

- 16.1 Origio reserves the right to change the range of Equipment, including discontinuing Equipment, and amend the specifications for Equipment from time to time. Origio is under no obligation to offer substitute equipment for any discontinued or amended Equipment, and the Customer is not entitled to claim any damages or compensations in connection with any such changes.
- 16.2 Origio may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Origio.
- 16.3 The Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 16.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 16.5 No variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 16.6 Any notice or other communication given to a party under or in connection with the Contract shall be in writing in English and shall be (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or (ii) sent by email to the most recent email address notified by the other party.
- 16.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

## **17 Governing law and jurisdiction**

- 17.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the Kingdom of Denmark, excluding its conflict of laws rules. Any application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is hereby excluded.

- 17.2 Any dispute arising out of or in connection with the Contract, including any disputes regarding the existence, validity or termination thereof, shall be finally settled by mandatory arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.
- 17.3 Nothing in the Contract or this clause 17 shall limit the right of a party to seek interim, protective or provisional relief in the courts of Denmark or elsewhere or to bring enforcement proceedings in Denmark or elsewhere or to bring debt collection proceedings in the courts of Denmark or elsewhere.

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