

Terms and conditions

The following General Terms and Conditions of Sale shall be applicable to all contracts, which are accepted by BiomCare Aps (hereafter BiomCare).

1 Order:

- 1.1 All quotes and offers provided to Customer are binding for 30 days. Order confirmations from Customer shall be provided in writing. E-mails are accepted as a written Order Confirmation. Upload of Customers data to BiomCare is not regarded as legal Order Confirmation.
- 1.2 BiomCare is entitled to revoke any quotes or offers until five (5) days after receipt of Order Confirmation from Customer, provided however that Customer have not delivered the data content/samples to be analyzed/processed.
- 1.3 BiomCare is entitled to claim an administration fee, if Customer after receipt of quotes or offers from BiomCare or in Customers Order confirmation, request additional services. Time of Delivery might also be affected by such request for additional services.
- 1.4 Unless explicitly accepted by BiomCare in written, all terms and conditions invoked in Customers Order Confirmation, e-mail, instruction etc. are explicit rejected.

2 Scope of Service

- 2.1 Any Consultancy work, service and/or analyses will be performed in a professional manner and will all be based on scientific primary and secondary literature.
- 2.2 However, BiomCare will not take any responsibility for the Consultancy service and/or analyze work and in particular not for the quality of data or samples provided by the Customer and for the applicability of any results from the analysis of those data. All work and analyses are hence provided as is and no guarantee are granted.
- 2.3 BiomCare provides the samples processing/analysis/consultancy based on the knowledge and technique which BiomCare are familiar with at the time of analysis and the techniques and knowledge which BiomCare find most suitable in the given situation. Any requirements from the Customer as to specific techniques or software they require used by BiomCare, must be specified in the sales agreement. BiomCare will do its best endeavors to use the newest knowledge and techniques but does as stated in section 9.1 not guarantee such.
- 2.4 All result, being result of Consultancy work, analyzes, licensed work or the like, are provided only for research use. The Results are not to be used for clinical diagnostic or drug purposes.

3 Delivery dates, completion periods

- 3.1 Any delivery dates and completion periods shall be estimates and shall not be binding upon BiomCare. BiomCare will nonetheless use its commercially reasonable endeavors to comply with the estimated completion periods if such are specified by Customer. Delivery dates and periods are always based on the assumption that samples and/or data supplied by Customer comply with the requirement specified in section 4 below and that no unforeseen technical or other difficulties or disruptions occur during their processing.
- 3.2 Reports and data will as a general rule be made available for download by SFTP upon completion. If deviations from this practice is requested, such alternative transfer must be specified in the Sales Agreement.
- 3.3 All reports and/or analysis will be delivered in English language.

4 Data delivered by Customer

- 4.1 Data, samples or materials must be in a condition, which permits the production of reports/analyses as intended under the Sales agreement, without any problems arising. BiomCare shall be entitled to carry out an examination of any data, sample or materials upon receipt, in order to establish the data, samples or materials condition prior to further processing.
- 4.2 In the event that the result of the inspection upon receipt reveals that analysis or production will be impossible or only possible in more onerous circumstances than originally anticipated, BiomCare shall be entitled to withdraw from the Agreement or to request additional payment.
- 4.3 BiomCare shall be entitled to dispose of or destroy data, materials, or samples immediately upon the completion of analyses, unless storage has been agreed in writing. If a specific retention period has been agreed, BiomCare shall be entitled to dispose of or destroy the sample without prior notice on the expiry of such period.

5 Terms of Payment

- 5.1 All prices are excluded VAT and any other taxes. Any cost and expenses for transportation of samples, material etc. shall be paid by Customer.
- 5.2 BiomCare will upon receipt of Order Confirmation invoice Customer 50% of the agreed price. The remaining 50% will be invoiced upon completion of the analysis and/or delivery of report.
- 5.3 Payment is due 14 days after invoicing date.
- 5.4 Any complaint in relation to an invoice must be submitted to BiomCare within the payment period unless the complaint concerns were not apparent in the ordinary course of business within this period. Customer is not entitled to set off or withhold any payment due.

- 5.5 If payment is delayed, interest shall be charged from the due date at a rate equal to 5% per month until payment is made plus a collection fee of EURO 40.
- 5.6 BiomCare will upon late payment, send Customer a demand letter, giving Customer a notice of 14 days to pay the amount due. If the amount due for payment are not paid within the notice period, the case will without any further notice be handed over to debt collection. Any cost incurred in debt collection will be imposed on Customer.
- 5.7 If Customer fails to pay an overdue invoice within 14 days after receipt of a written demand letter, BiomCare is beside the right to interest and collection fee entitle to cancel the Sales Agreement and immediately stop any ongoing or planed analyses and services.

6 Title and rights.

- 6.1 BiomCare remains the owner of all intellectual property rights as well as to any reports; analysis etc. until the full amount agreed upon is paid by Customer.
- 6.2 Any result of the work performed by BiomCare for Customer, shall upon full payment, be transferred to Customer. BiomCare does however remain the copyright owner of any data and/or report and/or analysis why Customer is only entitled to use the data/reports/analysis for own purpose. BiomCare is entitled to use general knowledge and experience obtained by BiomCare in the course of performing work for Customer.

7 Cancellation

- 7.1 Customer is entitled to cancel an order. If the cancellation is received by BiomCare within 48 hours after BiomCare' receipt of Customers Order confirmation, and no barcodes/samples have been shipped and/or data have been transferred, BiomCare will refund the full amount already paid by Customer.
- 7.2 If the time limited of 48 hours are exceeded but no barcodes/samples have been shipped and/or data have been transferred before the cancellation, EURO 80 will be deducted from the refunded amount.
- 7.3 If data to be analyzed and/or samples are already transferred/shipped to BiomCare upon the time of cancellation, EURO 280 will be deducted from the refunded amount. If processing of samples, including DNA extraction and sequencing, has been initiated at the time of cancelation, BiomCare is entitled to be payed by Customer the cost of sample processing (including DNA extraction and sequencing) as specified on the Customers Order confirmation.

8 Data transfer and storage

- 8.1 BiomCare support data transfer via USB and online transfer via SFTP. BiomCare provide the SFTP connection and support the customer with arrangement of alternative means of data transfer where possible, however BiomCare does not provide further guarantee for data safety beyond the safety in-built in the selected

transfer method, such as a secure FTP solution or the USB used. We do encourage the usage of encrypted devices and the use of recommended post for shipment of USB.

- 8.2 Customers are furthermore required to keep their own copy of the data transferred to BiomCare.
- 8.3 Customer accept by signing these Terms and Conditions to have agreed to BiomCare' data handling and processes: BiomCare uses a SFTP server for data storage during processing/analysis, and sharing with Customer. Data is made available to Customer in a Customer-folder accessible only to BiomCare employees, subcontractors of BiomCare where necessary and Customer. Data is analyzed on BiomCare's Google Cloud platform. To ensure no loss of data, backup solutions are further in use at BiomCare. These are the Storage solution available on the Cloud platform and where necessary, external hard drives kept safely stored in location with alarm systems and 24/7 building security. For further details on the security in place for data located on the Cloud Platform, we refer to "cloud.google.com/security/data-safety/".

9 Limitation of liability

- 9.1 BiomCare warrants that the work to be performed will be performed in a professional and skilled manner subject to the knowledge and techniques available for BiomCare at the time of performance of the task. BiomCare will do its best endeavors to maintain updated and skilled but does not guarantee that the newest knowledge or technique is used and are hence not liable for damages caused by knowledge or lack of knowledge which on the time of performing of the agreed work, where unforeseen.
- 9.2 BiomCare uses third party rights and/or subcontractors when performing consultancy service or analysis for Customer, being e.g. third-party software. BiomCare does not warrant that such third-party software is the most accurate or most suited for the given work. BiomCare takes no responsibility for damages caused by third party software or subcontractor. Subcontractor is when used committed to perform work under the same Terms & Conditions as stated herein.
- 9.3 BiomCare does not warrant a specific result or the correctness of the analysis to be performed by BiomCare. All results are delivered as is.
- 9.4 BiomCare liability for defective or incorrect consultancy work or services are limited to the invoiced value of the consultancy or analyze work performed by BiomCare.
- 9.5 BiomCare is in no event liable for any indirect loss, including loss of production, loss of profit, costs to lawyers and other advisors, recall, tracing, examination, analysis or any other consequential economic loss.
- 9.6 BiomCare does not take any responsibility for timely delivery why no liquidated damages or any other damages or compensations are agreed upon.

10 Personal data

- 10.1 Customer is obliged to provide data and/or samples/material to BiomCare exclusively in anonymized form. Personal information must not be provided (specified as clinic patient number, case number, first name, last name, initials, maiden name, address, telephone number, fax number, email address, date of birth, employer, health insurance company etc).
- 10.2 Further, BiomCare must delete such data if receive by error (specifying data from which any of the aforementioned details can be derived).
- 10.3 It is explicitly understood by both parties, that no transfer of personal data is to be made, meaning that BiomCare under no circumstance will be acting as data processor in the meaning regulated by the data protection laws.

11 Confidentiality

- 11.1 BiomCare will treat as confidential all information that comes to their attention in connection with the work to be performed for Customer, regardless of whether this information is about the Customer or Customers business, clients, relations or any other Information, which have been handed over from Customer to BiomCare.
- 11.2 BiomCare is entitled to process the information/data/samples entrusted them as well as to have the information/data/samples processed by third parties, provided such is needed in connection with fulfillment of the current assignment from Customer. Where involvement of third parties is required, BiomCare will impose the same obligations on third party accordingly.
- 11.3 BiomCare stores scientific data provided by the Customer for the duration of the Agreement. Following the duration of the Agreement between the Parties, BiomCare will store the information and scientific data in an anonymous way for the purpose of future statistic and scientific analyses.

12 Law and venue

- 12.1 Any dispute, which the parties are not able to solve amicable, shall be settled under Danish law at the court in Aarhus.