

General Terms and Conditions for Purchase

1. General

- 1.1 These General Terms and Conditions for Purchase ("General Conditions") apply to all purchases agreed between the Company and the Customer by signing a Quotation (as defined below) or by referring to such Quotation in a Purchase Order issued by the Customer. In the event of conflicting provisions between the Quotation and these General Conditions, the provisions of the Quotation shall prevail.
- 1.2 The Quotation and these General Conditions (collectively the "Agreement") constitute the entire agreement between the Parties with regard to the subject matter hereof. The Agreement shall become effective when the Quotation has been signed by both the Company and the Customer.

2. Definitions

In these General Conditions:

<i>Agreement</i>	shall mean the Quotation and these General Conditions;
<i>CD and/or CDs</i>	shall mean one or more CD microlaboratory;
<i>Company</i>	shall mean Gyros Protein Technologies AB or any of its wholly-owned subsidiaries, as indicated in the Quotation;
<i>Company Certified Personnel</i>	shall mean one or more person(s) at the Company;
<i>Company Trademarks</i>	shall mean Gyros, Gyrolab, Gyrolab xPlore, Bioaffy, Rexxip and the Gyros logo, and such future trademarks that may apply from time to time;
<i>Compressor</i>	shall mean such compressed-air apparatus that may be rented from the Company in connection with a purchase of the Products;
<i>Consumables</i>	shall mean all items manufactured or supplied by the Company which are needed for the use of the Instrument, including without limitation one or more CDs, buffers, microplates and expendable accessories/spare parts;
<i>Customer</i>	shall mean the company, person or other entity as indicated in the Quotation;
<i>Documentation</i>	shall mean all user documentations, help files, instrument quality assurance certificates and technical specifications and other written documentation regarding the Products that are made available to the Customer by the Company, whether in paper form or electronically;
<i>Installation Location</i>	shall mean the agreed location for installation of the Instrument as indicated in the Quotation;
<i>Instrument</i>	shall mean the instrument manufactured or supplied by the Company as specified in the Quotation;
<i>Party or Parties</i>	shall mean the Company and/or the Customer individually or collectively, as the case may be;
<i>Products</i>	shall mean the Instrument and the Consumables collectively;
<i>Purchase order</i>	shall mean a binding commitment by the customer to purchase according to the Quotation or by referring to such Quotation in a Purchase Order issued by the Customer
<i>Quotation</i>	shall mean the quotation accepted and agreed by the Company and the Customer, including its appendices;
<i>Research Use Only</i>	shall mean the use for research purposes only, without any medical objective. By way of non-limiting example, research use <u>excludes</u> any use in diagnostic procedures (such as e.g. medical diagnostics or performance evaluation studies for medical analyses).
<i>Software</i>	shall mean the software for the purpose of controlling the Instrument, evaluating data and store results and information related to methods used for the Instrument;
<i>STIBOR 360</i>	shall mean, in relation to a particular period, the Stockholm interbank offered rates for deposits of the currency in question for a period of 360 days at or about 11.00 a.m. (Stockholm time) on the second business day prior to such period as displayed on the relevant Reuters page (or on a comparable page in another information system) or, if such interest rate is not shown or quoted as described above for the said period, the interest rate per 360 days for deposits of the currency in question in an equal amount offered to banks in the Stockholm interbank market for a period of 360 days.

3. Delivery

- 3.1 If no other term of delivery is specified or arrangement provided for the delivery, the Products will be delivered in accordance with the Incoterms indicated in the Quotation.
- 3.2 The Customer acknowledges that delivery of the Instrument is normally within 6 weeks after the placement of order or as specified in the Quotation.
- 3.3 The Customer acknowledges that delivery of the Consumables is normally within 10 working days after the placement of order or as specified in the Customized Delivery Arrangement
- 3.4 The Installation Location where the Instrument shall be placed is set out in the Quotation.
- 3.5 The Customer shall NOT unpack the Instrument, or when applicable the Compressor, after delivery. Only Company Certified Personnel are authorized to unpack the Instrument, or when applicable the Compressor.
- 3.6 The Customer shall examine the Products at the time of delivery according to the following:
- The Customer shall examine the package of the Instrument at the time of delivery. If the Customer should find that the package is damaged or in any way deficient upon delivery, the Customer shall note the damage or the deficiency on the note of received goods. The note of received goods shall be issued in two copies, of which the Customer and the deliverer shall take one each. The Customer shall without delay notify the Company about the damage or deficiency by sending a copy of the note of received goods to the Company or, if unpacking is to take place within two (2) days from delivery, inform the Company Certified Personnel of the damaged package during the unpacking of the Instrument. What is stated above shall apply also if the Customer has rented a Compressor from the Company.
 - The Customer shall examine the Consumables at the time of delivery. If the Customer should find that the Consumables are damaged or in any way deficient upon delivery, the Customer shall note the damage or the deficiency on the note of received goods. The note of received goods shall be issued in two copies, of which the Customer and the deliverer shall take one each. The Customer shall without delay notify the Company about the damage or deficiency by sending a copy of the note of received goods to the Company.

4. Price and Payment

- 4.1 The Company will charge the Customer the price for the Products, which is set out in the Quotation.
- 4.2 Payment shall be made against invoice from the Company. Payments are due in 30 days net.
- 4.3 The Company is entitled to charge the Customer a handling fee for each order/shipment.
- 4.4 In the event of late payment the Company reserves the right:
- to suspend deliveries and/or cancel its outstanding obligations under the Agreement;
 - to charge interest at an annual rate equal to STIBOR 360 plus eight (8) percent until the actual date of payment. The Company shall further be entitled to charge an administration fee of SEK two hundred fifty (250) for each non-payment reminder sent to the Customer; and
 - to, ultimately, cancel and terminate the Agreement.
- 4.5 If the Parties have agreed in the Quotation that the Customer, during a specified period of time, shall purchase a minimum number of CDs, or other Consumables, the Company shall have the right to invoice the Customer for such agreed number of CDs or other Consumables, even if the Customer should not purchase the whole agreed number of CDs or other Consumables. In such case the Company shall deliver to Customer, promptly after the end of such agreed period of time, the number of CDs or other Consumables, remaining to meet such agreed minimum number of CDs or other Consumables.

5. Installation

- 5.1 At the time of Instrument installation, manpower for lifting the Instrument shall be supplied by the Customer. It is the Customers responsibility to ensure the safety of the manpower used for the lifting and that the Instrument is kept in its original state and not damaged through the lifting. For avoidance of doubt, the Company takes no responsibility for the safety of the manpower used for the lifting.

6. Service

- 6.1 The Customer may enter into a separate service agreement with the Company to maintain performance of the Instrument according to specifications.
- 6.2 If the Customer has entered into a separate service agreement with the Company the Customer agrees to grant the Company access to the Instrument and administrative rights in order to perform service on the Instrument. Customer agrees and acknowledges that only Company Certified Personnel are authorised to service the Instrument.

7. Warranty

- 7.1 The Company represents and warrants to the Customer that the Instrument, when delivered to the Customer, shall (i) be free from defects in materials and workmanship and (ii) shall substantially conform to the Documentation accompanying the Instrument, however provided that:
- the Instrument has been unpacked and installed by Company Certified Personnel;
 - all operations of the Instrument have been performed by Company Certified Personnel;
 - all operations have been performed within limits set by the Documentation and in accordance with instructions appearing on the screen, the online help files and other parts of the Documentation;
 - the Instrument has not been relocated from the original point of installation, the Instrument has not been relocated by anyone else than Company Certified Personnel.
 - in case the Instrument needs to be relocated, the relocation process has to take place under the supervision of the Company, at the cost of the Customer, in order to assure a functional instrument after the relocation process;
 - all Consumables (excl. reagents) used in or with the Instrument have been approved or supplied by the Company;
 - in the event of extraordinary events (for example vibrations due to an earth quake, construction work blasting or similar) the Instrument has been calibrated by Company Certified Personnel after such event before further use of the Instrument;
 - the relevant defect does not arise from normal wear and tear.
- 7.2 The Company warrants that the Consumables sold by the Company under the Agreement, when delivered to the Customer, (i) are tested and approved by the Company, (ii) are free from defects in materials and workmanship and (iii) shall operate in accordance with the Documentation, however provided that:
- the Consumables are used only as authorized hereunder in the Instrument;
 - the relevant defect does not arise from normal wear and tear;
 - the Consumables are received in a package with an unbroken seal;
 - all operations have been performed within limits set by the Documentation.

The Warranty for the Instrument in Section 7.1 above, is valid during twelve (12) months from the latest of either (i) the date the Instrument was shipped to the Customer or (ii) the date when the Instrument was installed by Company Certified Personnel at the Installation Location. If an instrument installation is delayed beyond two months after the shipment is received, Gyros reserves the right to adjust warranty date prior to installation.

If a purchase follows from a Trial (as defined in the Company's General Terms and Conditions for Trial and Rental), the warranty period shall be calculated from the date when the purchase was agreed between the Company and the Customer.

- 7.3 The Warranty for the Consumables in Section 7.2 above, is valid during the shelf life period stated on the product label, however for syringes and filters not longer than ninety (90) days from delivery.
- 7.4 The Customer shall without undue delay, and at the latest within two (2) weeks from the expiry of the warranty period above, notify the Company in writing of any defects which appears. For such damage or deficiency on the Products or the package that the Customer should have noticed at the delivery control, according to Section 3.6 above, notice shall be made within three (3) days from such delivery control. If the Customer does not notify the Company within the time limit above, the Customer loses its right to have the defect remedied.
- 7.5 The Company's sole and exclusive liability under the warranty in Section 7.1 and 7.2 above shall be limited to correct or replace the Instrument or the Consumables (at the Company's risk and expense) or, at the Company's option, refunding the price paid by the Customer subject to the Customer returning the defective Instrument or Consumable to the Company at the Company's risk and expense or (if an abatement of the price is agreed with the Customer) refunding to the Customer the appropriate part of the price paid.
- 7.6 The expressed terms of this Section 7 are in lieu of any and all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose or non-infringement of third party intellectual property rights, all of which are hereby excluded to the fullest extent permitted by law.

8. Limitation of Liability

- 8.1 The aggregate liability of the Company in respect of all claims from the Customer, irrespective of reason, shall in no event exceed the purchase price for the Products, as indicated in the Quotation.
- 8.2 Under no circumstances shall the Company be liable to the Customer or any other person for lost revenues, lost profits, loss of business, or any indirect, incidental, punitive, exemplary, special or consequential damages of any nature, whether or not foreseeable, arising from use of the Products or any breach of warranty or of this Agreement.
- 8.3 The Company takes no responsibility, whatsoever, for any misjudgements of the Customer of the results generated by the Customers use of the Products.

9. For Research Use Only; Reservation of Rights

- 9.1 The Company provides the Products for Research Use Only. The Customer will be solely responsible for obtaining any regulatory approval that may be required for the Customer's intended use of the Products.
- 9.2 The Products may only be used by a Company Certified Personnel in its own premises and for its own business.
- 9.3 Without limiting the foregoing, the Customer may not, unless prior permission is obtained in writing by the Company:
- reverse engineer or disassemble the Products, in whole or in part,
 - modify, enhance or reuse a fully used CD, or any part thereof, or otherwise use parts, portions or elements of a CD,
 - transfer, resell or convey the Instruments and Consumables to a third party,
 - use the CDs on any other instrument than the Instrument,
 - modify the software installation and the instrument connection by e.g. connecting the instrument to a LAN without going via the external computer, or
 - copy the Software, except that one copy may be made for back-up purposes.

10. Indemnification

- 10.1 Customer agrees to indemnify and hold the Company, its affiliates, officers and employees harmless from any claim, demand or damage, including reasonable attorneys' fees due to or arising out of Customer's use of the Products to the extent such claim, demand or damage is not a direct result of a defect or the Company's negligence in the design or manufacture of the Products.

11. Software and User License

- 11.1 The Customer agrees and acknowledges that he/she will be required to accept the installation of the software for the Instrument (including such additional software products defined in the installation packages) to be able to use the Product. The conditions for such installation software packages are stated in a separate Software End User License Agreement, Appendix 11.1i. By signing such End User License Agreement, which is required to use the Products, the Customer will be granted a non-transferable, non-sub licensable license, for research purposes only. The Customer will further be able to enter into separate license agreements for use of the software not covered by the End User License Agreement.

12. Intellectual property

- 12.1 The Company shall obtain and retain full and complete ownership to all technology, know-how, designs, drawings, technical documents, software programs or other documents in whatever medium or format as well as all industrial or intellectual property rights or Company Trademarks held by the Company. Nothing contained herein shall be construed as giving the Customer any ownership, license or other rights with respect to any industrial or intellectual property rights owned or controlled by the Company, and such industrial or intellectual property rights shall always remain the legal and absolute property of the Company.

13. Disputes

- 13.1 The application and interpretation of the Agreement shall be governed by the laws of Sweden, without regards its conflict of laws principles. The applicability of the Vienna Convention (CISG) shall be excluded. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Stockholm, Sweden, and the proceedings shall be conducted in English
- 13.2 Notwithstanding what is stated above in 13.1, if the Agreement is entered into by a Company that is established under US law (e.g. Gyros US Inc.), the following shall apply: The application and interpretation of the Agreement shall be governed by the laws of the State of New York, USA, without regards its conflict of laws principles. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

The seat of arbitration shall be New York, NY, USA, and the proceedings shall be conducted in English. The costs of litigation, as well as the other party's reasonable attorney fees and expert witness fees shall be borne by the losing party

14. Miscellaneous

- 14.1 Should any of the terms contained in the Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- 14.2 The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 14.3 The obligations of either Party hereunder shall be excused or suspended to the extent performance is prevented or delayed by any future condition, which
- is beyond the reasonable control, and without the fault or negligence, of the Party affected thereby,
 - was not foreseeable by such Party at the time this Agreement was entered into, and
 - could not have been prevented by such Party taking reasonable steps.
- 14.4 Only those amendments and additions to the Agreement that are made in writing and signed by authorized representatives of the parties are valid.

Appendix 11.1.i

16 August 2018

Software End User License Agreement – Gyrolab Control, Gyrolab Evaluator and Gyrolab Manager

IMPORTANT - PLEASE READ CAREFULLY

You ("End-User") are required to accept this license agreement (the "**Agreement**") before installing and using the software Gyrolab® Evaluator, Gyrolab® Manager and/or Gyrolab® Control, including third party software installed using Gyrolab Installation Packages (the "**Software**"). The Software is licensed to End-User from either Gyros Protein Technologies AB, or either of its subsidiaries, Gyros US Inc. and Gyros Japan KK (collectively, "**GPT**"). Carefully read all of the terms and conditions of this Agreement before installing and using the Software. GPT licenses this software to End-User only upon the acceptance of all of the terms in this Agreement. If End-User does not agree with all of the terms and conditions of this Agreement and chooses not to install this Software, End-User may obtain a refund of the amount paid for this license by promptly returning to GPT no later than 14 days from End-User's receipt of the Software this Software and its packaging in unmodified form together with a written certification that the original Software has been returned and no copies or downloads have been made. No refunds will be given for products that are opened or if components are missing therefrom.

SOFTWARE LICENSE

The Software is the property of GPT and is protected by copyright laws and international treaties. The Software is hereby licensed, not sold, to End-User by GPT upon the conditions contained in this Agreement. The Software is intended for research purposes only and licensed only in connection with the use of the Gyrolab® system and related Gyrolab products (the "**Products**"). End-User should contact GPT if End-User desires a commercial license to the Software. Third party licensors whose software has been incorporated into this Software are direct and intended beneficiaries of this Agreement. GPT retains full right, title and interest in and to the Software. The license granted herein does not convey any right, title or interest in or to the Software to End-User except as expressly provided herein. The license granted herein shall automatically terminate if End-User should fail to fulfill any of its obligations under this Agreement or under any agreement pertaining to the Products, including but not limited to the obligation to pay in full the agreed purchase price for the Products. End-User agrees to adhere to and follow all documentation that accompanies the Software (the "**Documentation**") as updated from time to time. Updates of the Documentation will be published on the internet at www.gyrosproteintechnologies.com or at another location as notified by GPT, from time to time.

Scope of License

Subject to payment of any agreed fees, GPT grants End-User a non-exclusive, non-transferable, royalty-free license that permits in total up to four (4) users within End-User's immediate entity that may use the Software according to the terms hereof without regard to the number of computers on which the Software is installed. End-User is responsible to ensure that the number of users does not exceed the foregoing. Should End-User desire more than four (4) users, End-User should contact GPT for an expanded license. End-User shall maintain records of all users including full name, address, country and location. Such records shall be made available for inspection by GPT upon request.

RESTRICTIONS

End-User may not:

- sublicense, rent, lease, give away, transfer, assign or sell the Software to any other individual or entity. End-User may not make the Software available in any manner to any third party for use in the third party's business operations
- modify, translate, reverse engineer, de-compile, disassemble, modify, translate or create derivative works from the Software
- attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software
- attempt to derive the source code or the underlying ideas, algorithms, structure or organization from the Software (except to the extent that such activities may be allowed under applicable law).
- publish any results of benchmarking of third party software included in GPT installation packages.

End-User must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

End-User is responsible for any breach of the license granted herein resulting from an act by its employees or any other person acting on behalf of End-User.

End-User may make a reasonable number of copies of the Documentation for the sole purpose of using the Software

NO WARRANTY AND DISCLAIMER

THE SOFTWARE IS PROVIDED TO END-USER ON AN "AS IS" "WHERE IS" BASIS WITHOUT WARRANTY AND END-USER'S USE THEREOF IS AT ITS OWN RISK. GPT DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND END-USER RELEASES AND WAIVES GPT OF, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND PURPOSE, NON- INFRINGEMENT, TITLE, OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GPT DOES NOT WARRANT THAT THE SOFTWARE IS ACCURATE OR WILL MEET END-USER'S REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY END-USER OR IN COMBINATION WITH OTHER SOFTWARE, OR WILL OPERATE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, GPT DOES NOT WARRANT THAT ANY SOFTWARE ERRORS, DEFECTS OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES GPT ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY. GPT MAKES NO WARRANTY, AND END-USER ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF ANY DATA AND THE RESULTS, CAPABILITIES, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE SOFTWARE. IN NO EVENT SHALL GPT BE LIABLE TO END-USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OR PERFORMANCE OF THE SOFTWARE.

Without limiting the foregoing, GPT will:

- correct, within a reasonable period of time, major failures (in GPT's determination) of the Software to perform substantially according to the functions described in the Documentation;
- correct major errors in the Documentation;
- replace any magnetic media which has proven defective in materials or workmanship within ninety
- (90) days from the date of purchase on an exchange basis without charge.

The foregoing are the sole and exclusive remedies for any breach of warranty. GPT is not responsible for any other liabilities of any nature, including without limitation, problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made or released after the release of the Software, nor for problems in the interaction of the Software with software not supplied and/or manufactured by GPT.

In no circumstances whatsoever shall GPT be liable for any loss or damage of any kind or nature to equipment, Gyrolab or its accessories resulting from or connected with the introduction of a computer virus into the End-User environment.

No vendor or developer of the third party components is obliged to give direct support to End-User.

LIMITATIONS OF LIABILITY AND THIRD PARTY CLAIMS

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ADDENDUM HERETO OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, DAMAGE OR LOSS OR DESTRUCTION OF DATA OR LOSS OF USE OF THE PRODUCTS, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GPT HAVE ANY LIABILITY TO END-USER IN EXCESS OF THE AMOUNTS PAID BY END-USER TO GPT UNDER THIS AGREEMENT.

End-User shall give GPT prompt notice of any claim from a third party brought against End-User that the Software infringes a duly issued patent, copyright or other intellectual property right. GPT shall have the right, but not the obligation, to act on any such claim.

MISCELLANEOUS

This Agreement is not assignable or transferable in whole or in part by End-User. No alteration or amendment to this Agreement shall be valid unless such alteration or amendment is made in writing and signed by GPT and End-User. This Agreement contains the entire understanding between GPT and End- User on its subject matter, and supersedes and replaces any other Agreements

or understandings, whether written or oral, which may exist or have existed between GPT and End-User on the subject matter hereof. Except as provided below, (a) this Agreement shall be governed by and construed in accordance with the laws of Sweden, without regards its conflict of laws principles, (b) all disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules, and (c) the seat of arbitration shall be Stockholm, Sweden, and the proceedings shall be conducted in English. Notwithstanding the foregoing, if Gyros, Inc. is the licensor, (d) this Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflict of laws principles, (e) all disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, and (f) the seat of arbitration shall be New York, NY, USA, and the proceedings shall be conducted in English. The costs of litigation and arbitration, as well as the other party's reasonable attorney fees and expert witness fees, shall be borne by the losing party.

Third Party beneficiaries

Copyright information, Third Party Software Notices and/or Additional Terms and Conditions for licensed third party software components is available, in accordance with their respective license, by contacting Gyros Protein Technologies (www.gyrosproteintechnologies.com), or in the About box in Gyrolab Control, Gyrolab Manager and Gyrolab Evaluator software.

Gyros Protein Technologies AB
Kungsängstull 4
SE-753 19 Uppsala, Sweden

By using Gyrolab Control/Manager/Evaluator software you acknowledge and agree that you have had the opportunity to read third party beneficiaries Agreement, have understood it, and confirm that you will be bound by each of the terms and conditions.

General Terms and Conditions for Instrument Service

15. General

- 15.1 These General Terms and Conditions for Instrument Service ("General Conditions") apply to all Service given by the Company to the Customer according to an agreed Gyrolab Instrument Service Agreement. In the event of conflicting provisions between the Gyrolab Instrument Service Agreement and these General Conditions, the provisions of the Gyrolab Instrument Service Agreement shall prevail.
- 15.2 The Gyrolab Instrument Service Agreement and these General Conditions (collectively the "Service Agreement") constitute the entire agreement between the Parties with regard to the subject matter hereof. The Service Agreement shall become effective when the Gyrolab Instrument Service Agreement has been signed by both the Company and the Customer.
- 15.3 If a Trial or a Rental Service is to be included for the Trial Period or the Rental Period, as described in the Company's General Terms and Conditions for Trial or the Company's General Terms and Conditions for Rental (as the case may be): (i) these General Conditions shall apply to the extent possible, i.e. not what regards for example payment, and (ii) the Customer may enter into an additional Gyrolab Instrument Service Agreement to increase the Service levels.
- 15.4 The Company has no obligation to allow the Customer to enter into a Service Agreement (except to the extent Service is included for the Trial Period or the Rental Period as provided for in the Company's General Terms and Conditions for Trial or the Company's General Terms and Conditions for Rental (as the case may be)), and the Company especially reserves the right to deny the Customer to enter into a Service Agreement for Instruments purchased prior to five (5) years before the Customer's request and/or Instruments which not have been used according to the Company's service instructions or recommendations

16. Definitions

In these General Conditions:

<i>Company</i>	shall mean Gyros Protein Technologies AB (Gyros) or any of its wholly-owned subsidiaries, as indicated in the Gyrolab Instrument Service Agreement;
<i>Company Certified Person or Company Certified Personnel</i>	shall mean one or more person(s) at the Company, the Customer or at any third party appointed by the Company, trained and certified by the Company to unpack and handle the Instrument;
<i>Company Trademarks</i>	shall mean Gyros, Gyrolab, Gyrolab xPlore, Bioaffy, Rexxip and the Gyros logo, and such future trademarks that may apply from time to time;
<i>Customer</i>	shall mean the company, person or other entity as indicated in the Gyrolab Instrument Service Agreement;
<i>Documentation</i>	shall mean all user documentations, help files, instrument quality assurance certificates and technical specifications and other written documentation regarding the Instrument that are made available to the Customer by the Company, whether in paper form or electronically;
<i>Routine hardware and/or software updates</i>	shall mean, at the discretion of Gyros, updates that are crucially important for the intended use and performance of the Instrument related to defects in material or workmanship e.g. minor hardware parts changes and minor corrections in software for the version purchased;
<i>Installation Location</i>	shall mean the location where the Instrument is installed and where Service shall be provided, as indicated in the Gyrolab Instrument Service Agreement;
<i>Instrument</i>	shall mean the instrument specified in the Gyrolab Instrument Service Agreement on which Service shall be provided;
<i>Instrument Failure</i>	shall mean when a Customer cannot use the Instrument according to the Instrument's intended use according to the Documentation;
<i>IQ/OQ/IPQ</i>	shall mean documented collection of procedures and test protocols for on-site installation qualification, operational qualification and guidance for performance qualification. IQ/OQ shall always be performed by Company Certified Personnel;
<i>Party or Parties</i>	shall mean the Company and/or the Customer individually or collectively, as the case may be;
<i>Pre-Contract Check</i>	shall mean such check of the status of the Instrument as is mandatory to be conducted by the Company before entering into a Service Agreement with the Customer, if the Service Agreement is entered into more than 30 calendar days after the expiration of the warranty period for the Instrument according to the applicable General Conditions of the Company (Trial, Rental or Purchase). Pre-Contract Check includes Preventive Maintenance and routine hardware and/or software updates;
<i>Preventive Maintenance (PM)</i>	shall mean maintenance of the Instrument to ensure that all parts perform to their original specifications and to maintain the Instrument's validated state;
<i>Re-Validation</i>	shall mean update of or complement to IQ/OQ/PQ on the Instrument to maintain its validated status. Re-Validation is performed by Company Certified Personnel after modification of a validated Instrument e.g. after service repair, upgrade etc.;
<i>Remote Instrument trouble shooting</i>	shall mean support given by the Company by telephone or e-mail and may require transfer of Instrument log files;
<i>Rental</i>	shall mean rental of products from the Company for an agreed period of time, at a minimum three (3) months, as an alternative to a purchase;
<i>Rental Period</i>	shall mean the agreed period of time for the Rental, however minimum three (3) months, as indicated in the quotation for the Rental;
<i>Research Use Only</i>	shall mean the use for research purposes only, without any medical objective. By way of non-limiting example, research use <u>excludes</u> any use in diagnostic procedures (such as e.g. medical diagnostics or performance evaluation studies for medical analyses).
<i>Response Time</i>	shall mean the time in office hours before an Instrument service telephone call or email by a Customer is returned by the Company.
<i>Scheduled Service Visit</i>	shall mean when a Company Certified Person visit a Customer to repair the Instrument after diagnosing has taken place or to conduct a Preventive Maintenance (PM).
<i>Service</i>	shall mean the service provided by the Company according to this Service Agreement in accordance with the agreed service level according to Appendix 1;
<i>Service Agreement</i>	shall mean the Gyrolab Instrument Service Agreement and these General Conditions collectively;
<i>Gyrolab Instrument Service Agreement</i>	shall mean the Gyrolab Instrument Service Agreement accepted and agreed by the Company and the Customer, including its appendices (if any);
<i>Service End Date</i>	shall mean the service end date as indicated in the Gyrolab Instrument Service Agreement;
<i>Service Start Date</i>	shall mean the service start date as indicated in the Gyrolab Instrument Service Agreement;
<i>Software</i>	shall mean the software for the purpose of controlling the Instrument, evaluating data and store results and information related to methods used for the Instrument;
<i>Software upgrade license</i>	Software upgrade license entitles the Customer to all upgrades, including any new functionality, for software modules originally purchased for one specific Instrument serial number as specified in the Gyrolab Instrument Service Agreement.
<i>STIBOR 360</i>	shall mean, in relation to a particular period, the Stockholm interbank offered rates for deposits of the currency in question for a period of 360 days at or about 11.00 a.m. (Stockholm time) on the second business day prior to such period as displayed on the relevant Reuters page (or on a comparable page in another information system) or, if such interest rate is not shown or quoted as described above for the mentioned period, the interest rate per 360 days for deposits of the currency in question in an equal amount offered to banks in the Stockholm interbank market for a period of 360 days;
<i>Trial</i>	shall mean assessment of products for an agreed period of time, at a maximum two (2) months, with the aim to evaluate a contingent purchase of products;
<i>Trial Period</i>	shall mean the agreed period of time for the Trial, however maximum two (2) months, as indicated in the quotation for the Trial.

17. Service, service levels etc.

- 17.1 The Service Agreement is valid for the Instrument with the serial number specified in the Gyrolab Instrument Service Agreement.
- 17.2 The Service provided by the Company to the Customer is dependent on agreed service levels which are described in Appendix 1.
- 17.3 The Service includes service on the Instrument and where applicable computer hardware supplied by Gyros. Ancillary, accessory and consumable items are specifically excluded from the Service unless otherwise specifically stated. Furthermore, computer data backup and recovery is excluded from the Service and it is the Customer's responsibility to ensure safe data management.
- 17.4 The Company reserves the right to give Customers with Service Agreements in a higher service level (according to Appendix 1) priority over Customers with Service Agreements in a lower service level.

18. Price and Payment

- 18.1 The Company will charge the Customer the price for the Service, which is set out in the Gyrolab Instrument Service Agreement.
- 18.2 Payment shall be made against invoice from the Company. Payments are due in 30 days net.
- 18.3 In the event of late payment the Company reserves the right:
- to suspend the delivery of further Services;
 - to charge interest at an annual rate equal to STIBOR 360 plus eight (8) percent until the actual date of payment. The Company shall further be entitled to charge an administration fee of SEK two hundred fifty (250) for each non-payment reminder sent to the Customer; and
 - to, ultimately, cancel and terminate the Service Agreement.

19. Company Certified Personnel

- 19.1 To ensure optimal performance of the Instrument highest quality Instrument Service is provided by the Company's service organization.
- 19.2 Only Company Certified Personnel have the right to repair, remove parts or physically relocate the Instrument during the period of the Service Agreement. Any attempt by the Customer to perform the above actions may invalidate the Service Agreement, and the Company reserves the right to immediately withdraw service cover. By entering into this Service Agreement with the Company, the Customer accepts that the Company has the right to terminate this Service Agreement with no loss of income to itself. Maintenance actions performed by the Customer, according to the Documentation, are excluded from the above restriction.

20. Pre-Contract Check

- 20.1 The Customer can enter into a Service Agreement either during the existing warranty period, in which case the Service Agreement will be complementary to the warranty or at any time after the expiration of the warranty period.
- 20.2 In the event of that the Service Agreement is entered into more than 30 calendar days after the expiration of the warranty period for the Instrument according to the applicable General Conditions of the Company (Trial, Rental or Purchase), a Pre-Contract Check is mandatory to be conducted by the Company before entering into a Service Agreement with the Customer.
- 20.3 In the event that the Instrument has not been maintained according to the Company's recommended service interval the Company reserves the right to conduct a Pre-Contract Check of the Instrument, before entering into a Service Agreement.
- 20.4 In case of conduction of a Pre-Contract Check, such Pre-Contract Check will be invoiced the Customer separately in accordance with what is stated in the Gyrolab Instrument Service Agreement.

21. Preventive Maintenance (PM)

- 21.1 Preventative Maintenance (PM) will be conducted during the service period according to the Gyrolab Instrument Service Agreement. The numbers of PM depend on service level. The date for PM will be arranged at a mutually agreeable time between the Company and the Customer. Company Certified Personnel will perform the preventative maintenance visit to check the integrity of the Instrument, and ensure all parts are performing to their original specifications. Should any parts defined in the PM schedule be found to be defective or worn, will these be replaced. Preventive Maintenance includes parts, travel, lodging and labor costs.
- 21.2 The Company's recommended service interval for PM is at least once per year.

22. Instrument Failure

- 22.1 In the event of an Instrument Failure the Company will utilize telephone support for trouble shooting after reporting an Instrument Failure. The time depends on the Service level and the Company's ordinary working days The Company only guarantees telephone support during the Company's ordinary working days and office hours
- i. Europe: Central European Time: 9 AM to 3 PM.
- ii. North America: East Coast Standard Time: 9 AM to 6 PM
- 22.2 The Company will diagnose a reported Instrument Failure prior to an on-site Scheduled Service Visit, after the Customer has sent the Company necessary log files. The time depends on the type of Instrument Failure and it is the sole discretion of the Company to decide upon the diagnose time.
- 22.3 In the event of an Instrument Failure it is the sole discretion of the Company to decide whether a Scheduled Service Visit in the Installation Location is required or not. If the Company decides a Scheduled Service Visit is required to solve the Instrument Failure a Company Certified Person will visit the Customer's Installation Location within a defined time limit depending on the Service level.
- 22.4 In the event an Instrument Failure requires replacement of major parts all parts will be shipped to the Customer's Installation Location prior to or in conjunction to the Scheduled Service Visit or brought by the person conducting the Scheduled Service Visit. Should it not be possible to complete the repair of the Instrument at Customer's Installation Location the Company reserves the right to, at its sole discretion, remove the Instrument to facilitate the repair at the Company's Installation Location. The Customer agrees not to send or return any Instrument or parts thereof to the Company without prior written approval from the Company. Any costs occurred due to the Customer sending the Instrument or parts thereof to the Company without its prior written approval will be invoiced the Customer.
- 22.5 It is the Company's sole discretion to decide whether an Instrument needs to be replaced or not.

23. Customer Obligations

- 23.1 The Customer agrees to adhere to and request Service according to this Service Agreement according to the contact details presented on Gyros Protein Technologies' website (www.gyrosproteintechnologies.com). When requesting Service on the Instrument, the Customer shall detail the nature of the problem and contact details to direct Gyros response. A Company Certified Person will diagnose the problem and define the actions to be taken. The Customer agrees to submit to the Company necessary information to diagnose the problem and the Company will handle all submitted information strictly confidential.
- 23.2 The Customer agrees to provide the Company reasonable access to Instrument(s) covered at any time during the period of this Service Agreement. The Customer should ensure that the Instrument can be safe to handle (e.g. it should be decontaminated prior to the arrival) by the Company Certified Person. It is the Customer's responsibility to inform the Company, prior to the arrival of the Company Certified Person at the Customer's Installation Location, of any hazards, which may be encountered due to either the location of the Instrument, or the materials which have been used in conjunction with the Instrument.
- 23.3 In case of an on-site Scheduled Service Visit the Customer undertakes to give the Company Certified Person access to all Documentation necessary for the Company Certified Person to conduct the Service.
- 23.4 During the Service the Customer agrees and acknowledges that the Customer will not be able to perform any work on the Instrument. The Company will not compensate the Customer for any losses due to such losses in working hours.
- 23.5 If the Customer replaces parts in the Instrument which in accordance with the Documentation can be replaced by the Customer, the Customer undertakes only to use parts supplied by the Company.
- 23.6 At the time of Instrument installation according to this Service Agreement, manpower for lifting the Instrument shall be supplied by the Customer. It is the Customers responsibility to ensure the safety of the manpower used for the lifting and that the Instrument is kept in its original state and not damaged through the lifting. For avoidance of doubt, the Company takes no responsibility for the safety of the manpower used for the lifting.
- 23.7 If, in case of an Instrument Failure or otherwise, the Instrument needs to be relocated or removed for the Company to be able to conduct Service according to this Service Agreement, manpower for lifting the Instrument shall be supplied by the Customer. It is the Customers responsibility to ensure the safety of the manpower used for the lifting and that the Instrument is kept in its original state and not damaged through the lifting. For avoidance of doubt, the Company takes no responsibility for the safety of the manpower used for the lifting.

24. Warranty

- 24.1 The only warranty given by the Company to the Customer under this Service Agreement is that i) the Company will use its reasonable efforts to perform Service in accordance with the Customer's instructions or otherwise in accordance with what can be deemed as good workmanship and/or practice in the industry, and ii) parts installed by a Company Certified Person, including any routine hardware and/or software updates initiated by the Company, or replaced by the Customer in accordance with the Documentation, will be free from defects in workmanship for a period of ninety (90) days.

25. Insurance

- 25.1 The Customer shall at all times carry and maintain, at the sole and exclusive expense of Customer, a physical damage insurance policy providing "all risks" coverage for the Instrument and public liability and property damage insurance in amounts and with insurance companies satisfactory to the Company.
- 25.2 Upon request by the Company the Customer shall provide the Company with copies of such insurance certificates.

26. Limitation of Liability etc.

- 26.1 The Service Agreement only covers defects arising from normal usage and does not cover malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, or repairs by other than a Company Certified Person.
- 26.2 If the Customer attempt to repair, remove parts or physically relocate the Instrument during the Service Agreement period and this cause Service interaction from the Company any cost thereof is not covered by the Service Agreement. Parts that can be replaced by a Customer are defined in the Documentation, and will not invalidate the Service Agreement.
- 26.3 The aggregate liability of the Company in respect of all claims from the Customer, irrespective of reason, shall in no event exceed the Service Fee for the Service, as indicated in the Gyrolab Instrument Service Agreement.
- 26.4 Under no circumstances shall the Company be liable to the Customer or any other person for lost revenues, lost profits, loss of business, or any indirect, incidental, punitive, exemplary, special or consequential damages of any nature, whether or not foreseeable, arising from the Service or any breach of warranty or of this Service Agreement.

27. Intellectual property

- 27.1 The Company shall obtain and retain full and complete ownership to all technology, know-how, designs, drawings, technical documents, software programs or other documents in whatever medium or format as well as all industrial or intellectual property rights or Company Trademarks held by the Company. Nothing contained herein shall be construed as giving the Customer any ownership, license or other rights with respect to any industrial or intellectual property rights owned or controlled by the Company, and such industrial or intellectual property rights shall always remain the legal and absolute property of the Company.

28. Disputes

- 28.1 The application and interpretation of the Service Agreement shall be governed by the laws of Sweden, without regards its conflict of laws principles. The applicability of the Vienna Convention (CISG) shall be excluded. All disputes arising out of or relating to this Service Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Stockholm, Sweden, and the proceedings shall be conducted in English.
- 28.2 Notwithstanding what is stated above in 12.1, if the Service Agreement is entered into by a Company that is established under US law (e.g. Gyros US Inc.), the following shall apply: The application and interpretation of the Service Agreement shall be governed by the laws of the State of New York, USA, without regards its conflict of laws principles. All disputes arising out of or relating to this Service Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be New York, NY, USA, and the proceedings shall be conducted in English. The costs of litigation, as well as the other Party's reasonable attorney fees and expert witness fees shall be borne by the losing Party.

29. Term and termination

- 29.1 The Service Agreement is valid for a period of one (1), two (2) or three (3) year(s) from the Service Start Date, as specified in the Gyrolab Instrument Service Agreement. The Customer and the Company can agree to change Service level for the Customer during an ongoing service period. If such change means that the service level is higher than the existing service level such change can take effect without notice period. If such change means that the service level is lower than the existing service level such change can take effect with three (3) months' notice.
- 29.2 The Company is at all times entitled to terminate the Service Agreement with immediate effect if the Customer should substantially misuse the Instrument, or otherwise be in breach of its obligations under these General Conditions, and the Customer does not remedy such misuse or breach, if remediable, within ten (10) days from receipt of a written notice by the Company. If the Company should terminate the Service Agreement on this ground, the Customer is obliged to immediately pay the whole outstanding service fee to the Company and to reimburse the Company for all costs or expenses incurred thereby.
- 29.3 The Company may also terminate the Service Agreement with immediate effect if the Customer should enter into bankruptcy, declares that it will suspend its payments or in fact suspends its payments, goes into liquidation, or otherwise becomes or seems to become unable to pay its debts when due or otherwise becomes insolvent.

30. Miscellaneous

- 30.1 Should any of the terms contained in the Service Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- 30.2 The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 30.3 The obligations of the Company hereunder, including but not limited to, to give the Customer telephone support for trouble shooting or to perform a Scheduled Service Visit in case of an Instrument Failure, shall be excused or suspended to the extent performance is prevented or delayed by any future condition, which (a) is beyond the reasonable control, and without the fault or negligence, of the Company affected thereby, (b) was not foreseeable by the Company at the time Service Agreement was entered into, and (c) could not have been prevented by the Company taking reasonable steps.
- 30.4 The Company shall be entitled to amend or adjust these General Conditions from time to time. Such changes to take effect from the date of prolongation of the Service Agreement if the Company has informed the Customer of such amendments or adjustments not later than three months prior to the prolongation date.

Appendix 1: Service levels

The Service according to the Service Agreement is divided into three service levels: i) Silver ii) Gold and iii) Gold Plus.

Customers with Service level Gold Plus will be provided with preferential service when requesting repairs and will be given priority over customers with Service level Gold or Silver. Customers with Service level Gold will be given priority over customers with Service level Silver. Customers with Service level Silver will be given priority over customers who have not entered into any Service Agreement.

Content	Silver Service	Gold Service	Gold Plus Service (Gyrolab xP
Instrument installation	√	√	√
On-site preventive maintenance visit, includes travel, lodging and labor costs	Annual	Annual	Bi-annual
Service call or email response time	Within 12 working hours	Within 8 working hours	Within 8 working hours
On-site service visit after diagnosis of instrument failure	Within 8 working days	Within 4 working days	Within 2 working days
Travel, labor and lodging costs for service repair visits	30% discount	√	√
On-site repairs		√	√
Spare parts	30% discount	√	√
Routine hardware/software updates	√	√	√
Telephone or email support for fast troubleshooting	√	√	√
Telephone or email support for instrument networking	Free of charge up to 4 h	Free of charge up to 8 h	Unlimited
Software upgrade license			√
Re-validation e.g. after software/hardware updates/upgrades, re-location			√

√ = Included