

# BICO Group's General Terms & Conditions of Sale

## DEFINITIONS

In these Terms and Conditions:

**"Agreement"** means a purchase agreement, distribution or supply agreement, or an Order Confirmation or other agreements of a similar nature.

**"BICO Group"** means the group of companies owned and controlled by the parent company BICO Group AB (publ).

**"Business Day(s)"** means a day other than a Saturday, Sunday or a public holiday in the country which the Supplier is located.

**"Buyer"** means the party to an Agreement that purchases, or is intended to purchase, Products and/or Services from Supplier.

**"BICO Company"** means any company within the BICO Group that have signed an Agreement with the Buyer.

**"Intellectual Property Rights"** means all forms of intellectual property rights in any country or region, whether or not patentable, stored in any form (including tangibly, virtually or digitally) whether such form or method of storage currently exists or may be developed in the future and regardless of the owner of the relevant method of storage, including but not limited to inventions, trade secrets, industrial designs, domain names, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights and know-how, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.

**"Order Confirmation"** means Supplier's written confirmation of a Purchase Order.

**"Party"** or **"Parties"** means the parties to the Agreement.

**"Product"** or **"Products"** means all the Products supplied by the Supplier under the Agreement or incorporated in Services that the Buyer purchases from Supplier.

**"Product Software"** means the Supplier's operating system, including but not limited to, software code, algorithms, firmware, drivers and applications, as applicable, imbedded in the Products or provided separately on a USB or downloaded from Supplier's website, its documentation and any media on which the Product Software is delivered, and other supplemental materials, as provided to Buyer by Supplier.

**"Purchase Order"** means the order placed by Buyer with the Supplier for the Products and/or Services.

**"Services"** means all the services rendered by the Supplier under the Agreement.

**"Supplier"** means any company within the BICO Group that have signed an Agreement with the Buyer.

**"Terms and Conditions"** or **"T&Cs"** means these General Terms and Conditions of Sale, which shall constitute an appendix to an Agreement.

The Agreement, together with these T&Cs, and any written agreement between the Parties with regard to the Agreement (if any), as well as any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference thereto,

constitutes the entire agreement between the Supplier and Buyer. No modification of these T&Cs or any other provision of the Agreement shall be effective unless made by an express written agreement between the Parties. If there is a conflict between these T&Cs and the terms set out in the Agreement, the order of priority shall be, as applicable:

- (i) the terms set out in the Agreement;
- (ii) the Order Confirmation; and
- (iii) these Terms and Conditions.

E-mail shall be considered sufficient wherever "written" is used in these T&Cs.

## 1. ORDERS AND SUPPLY ETC.

The Buyer shall order the Products from Supplier in a written Purchase Order. No Purchase Order is binding to Supplier until Supplier has confirmed a Purchase Order in an Order Confirmation. Supplier will state the price and estimated delivery time in such Order Confirmation. A confirmed Purchase Order cannot be changed or cancelled without the Supplier's written consent and Buyer's indemnification of the Supplier against losses. Such indemnification entails that the Buyer agrees to compensate the Supplier and pay for all costs incurred such as expenses associated with the purchase of third-parties instrumentation, components, and materials, including a margin of 25% for purchased material and work performed. Cancellation fees are in any case at least 25% of Buyer's Purchase Order amount. Notwithstanding the provisions in the Purchase Order, each contract of sale shall be subject to these T&Cs.

The Buyer is aware and acknowledges that Supplier's delivery capacity varies depending on, inter alia, the general market conditions. As soon as Supplier has reason to assume that a delay in the agreed delivery could occur, Supplier shall notify the Buyer thereof and shall in such case be entitled to reasonable prolongation of the delivery date. Notwithstanding the foregoing, Supplier shall always endeavor to maintain a delivery capacity that enables Supplier to deliver the Products in accordance with accepted orders.

## 2. PRICE AND PAYMENT

The Buyer shall purchase the Products at the prices set out in Supplier's price list applicable at the time when Supplier has received each respective Purchase Order. Supplier has the right to change the price list at any time.

When purchasing the Products marked with "advance payment" the Buyer shall pay agreed amount in advance, in accordance with Supplier's invoice.

The Buyer shall not have the right to offset, withhold, or abate any payments due to Supplier for any claim the Buyer may have against Supplier.

In the event that the Buyer at any time should fail to make payment in full on the due date, Supplier shall be entitled to claim interest on the sum overdue until

payment is made at the rate of eighteen (18) percent per annum.

Unless expressly stated otherwise in the Agreement, payment for Products shall be made within thirty (30) days from date of the invoice without offset or deduction to the account mentioned on the invoice. Supplier may from time to time utilize financial services and Buyer should pay to the account stated on the invoice. Buyer hereby accepts Supplier's right to assign, factoring, or transferring its right to receive payments under the Agreement.

Buyer must submit such financial information from time to time as may be reasonably requested by Supplier or a financial service provider for the establishment or continuation of payment terms.

All deliveries of Products or Services agreed to by Supplier shall at all times be subject to credit approval of Supplier. If, in Supplier's judgment, Buyer's financial condition at any time does not justify delivery of Products or performance or Services on the above payment terms, Supplier may in its sole discretion at any time change agreed payment terms and require full or partial payment cash in advance or other payment terms such as cash on delivery, bank guarantee, letter of credit as condition for delivery, and Supplier will have the right to cease performing, suspend, delay or cancel any credit, delivery or any other performance by Supplier, until such time that Supplier is satisfied that Supplier's T&Cs are met.

Title to the Products shall remain with Supplier until fully paid by the Buyer in accordance with this section.

### 3. GENERAL CONDITIONS OF DELIVERY

The Products shall be delivered from Supplier to the Buyer under the Incoterm CPT – Carriage Paid To (Incoterms 2020). The Incoterm may be changed if both parties agree in writing.

Shipments may incur customs fees depending on the destination country. The fee may vary depending on the order value, country limits and other factors based on the Product itself.

The Buyer is solely responsible for these fees and shall pay all of these fees to the appropriate customs agency. Customs agencies often calculate duties/fees based on the declared retail price.

Any delivery from Buyer to Supplier, e.g. of Products returned for repair or calibration (whether under warranty terms or not), shall be delivered DAP – Delivered At Place (Incoterms 2020).

Supplier reserves the right to make partial deliveries. Unless otherwise agreed, invoices will be adjusted pro rata. For the purpose of these terms any partial delivery will be regarded as filling a specific Purchase Order.

### 4. ACCEPTANCE

The Buyer shall immediately, following each delivery of any Product, inspect the Product in order to identify any external damage and to ensure that the delivery is in accordance with the Order Confirmation.

Any defects or deficiencies which are detected in conjunction with delivery shall immediately be reported in writing to Supplier.

When a Product is unpacked, and in any event before the Product has been used by the Buyer, the Buyer shall perform a full inspection of the Product where such was not possible on receipt of the Product in question. The obligation to report any defects to Supplier as set out in the section above shall apply in such context.

At the request of Supplier, the Buyer shall make defective goods available to Supplier for inspection and control.

If the Buyer does not report defects or deficiencies in Products delivered within the time limits set out above, the Buyer shall have no right to make any claims against Supplier with regard to the default or defect.

**Custom Products.** Where Buyer has ordered a unique and built-to-order Product or system ("Custom Product") and has agreed with Supplier in a System Specification Document (SSD) that a Factory Acceptance Test (FAT) and/or Site Acceptance Test (SAT) will be conducted, the acceptance testing procedures and criteria will be as set forth in the SSD. Unless otherwise agreed upon in the SSD (i) Supplier will with 15 days prior notice notify the Customer when the Custom Product is ready for FAT or when FAT will be assumed to be successfully completed; (ii) Buyer must accept delivery of the Custom Product within 30 days of successful completion of FAT or storage and interest charges will be incurred by Buyer; (iii) if the Buyer's site cannot accommodate the installation within 30 days of completion of FAT, the Custom Product will be deemed site accepted (SAT) by the Buyer at the end of such 30-day period and the warranty period will commence as of such date; and (iv) if the SAT is not completed within 30-days of delivery, due to any reason other than a reason attributable to Supplier, the Custom Product shall be deemed site accepted at the end of such period and the Warranty Period shall commence as of such date and all outstanding amounts due will be invoiced and due.

### 5. TRAINING AND OTHER SERVICES

No training, maintenance, installation, consulting or other services are provided under the sales order or invoice unless specifically agreed to by Supplier in the Agreement. Unless otherwise specified, training is provided onsite at Buyer's designated facility. Due to the particularities of some Products, special technical skills of the Supplier may be required in many instances in relation to the Products and systems, therefore factory-based employees of Supplier may be required to perform system installation, integration, upgrades/ downgrades, moves, and/or maintenance at Supplier's then current time and material rates. Should Buyer elect to perform installation of hardware and/or software which results in Supplier repair or support services attributable to the improper installation, Supplier shall invoice Buyer at the then current time and material rates.

The Buyer is responsible for Supplier's travel, lodging and other charges associated with training and other services.

## 6. LIABILITY FOR DEFECTS/WARRANTY

Supplier shall remedy any defect in Products delivered, resulting from faulty design, specification, materials or workmanship attributable to Supplier in accordance with the provisions of this section 6. Supplier's liability is limited to defects which appear within 12 months from the date when the Products were delivered (the "Warranty Period").

Notwithstanding the foregoing, (i) the Warranty Period for all Supplier components (as opposed to third-party materials) contained in Custom Products that are subject to a SAT shall commence upon the date of successful completion of the SAT; and (ii) the Warranty Period for all refurbished Custom Products is 90 days from the date of shipment. Where each purchase of Custom Product under these Terms and Conditions constitutes separate and independent transactions, Buyer's claims under this section shall be applied only to each particular relevant Purchase Order.

Supplier is only liable for defects that appear under the intended and proper use of the Products. Proper use includes that the Product is only used with the Supplier's consumables or parts. Thus, the liability does not cover defects caused by faulty maintenance, handling or incorrect storage by the Buyer, alterations of the Products carried out without Supplier's prior written consent, or normal wear and tear and deterioration. Lamps, fuses, bulbs, and other expendable items are expressly excluded from the warranty under this section. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Products performed by any person or entity other than Supplier without Supplier's prior written approval, or any use of replacement parts not supplied by Supplier, shall immediately void and cancel all warranties with respect to the affected Products.

In order to enable the Buyer to use the Product, the Buyer may insert a USB to upload a .STL-file or other file or download software from the Supplier's webpage for the Products. Supplier shall not be liable for any damage or loss caused by the Products on any other software contained on the USB. Supplier shall neither be liable to remedy any defects to the Products caused by faulty or corrupt software provided by the Buyer.

The Buyer shall notify Supplier in writing of a defect without undue delay after the defect has appeared, and in no case later than two (2) weeks after the expiry of the liability periods as set out above. The notice shall contain a description of how the defect manifests itself.

If the Buyer fails to notify Supplier in writing within the above time limits, the Buyer forfeits its right to make any claim in respect of the defect. If there is reason to believe that the defect may cause damage, notice shall be given forthwith. If notice is not given forthwith, the Buyer forfeits the right to make any claim based on damage which occurs, and which could have been avoided, if such notice had been given.

After receipt of a written notice, Supplier shall, at Supplier's option, repair or replace the Product or make a reasonable reduction of the purchase price for the Products without undue delay. If Supplier fails to fulfil its

obligations under this section within a reasonable time, the Buyer may by written notice require Supplier to do so within a final time. If Supplier fails to fulfill its obligations within that time limit, the Buyer may terminate the purchase of the defective Products in question by written notice. Replacement parts may be new or refurbished, at the election of Supplier. The repair or replacement of Product under warranty will not extend the original warranty period selected at the time of purchase. All replaced parts shall become the property of Supplier.

If the Buyer gives such notice as referred to above, and no defect is found for which Supplier is liable, Supplier shall be entitled to compensation for the work and costs which it has incurred as a result of the notice.

All transports in connection with replacement shall be at the Buyer's risk and at Supplier's expense. The Buyer shall follow Supplier's instructions regarding how such transport shall be carried out.

Supplier shall have no liability for defects save as stipulated above. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss. The limitation of Supplier's liability under this section shall, however, not apply where Supplier has been guilty of negligence. Except as expressly provided in this section, Supplier disclaims all warranties, whether expressed or implied, oral or written, with respect to the Products, including without limitation all implied warranties of merchantability or fitness for any particular purpose. Supplier does not warrant that the Products are error-free or will accomplish any particular result.

## 7. GRANTED RIGHTS

Supplier grants the Buyer a non-exclusive, non-transferable, non-sublicensable, perpetual right to use the Product Software in the Products within the Buyer's own business.

The Buyer shall not have any right to the Product Software apart from the right to use the Product Software in line with these T&Cs. Except for the Buyer's right to make back-up copies if this is necessary for the intended use of the Product Software, and to decompile the Product Software to achieve interoperability with other programs, the Buyer is not allowed to modify, copy, disassemble, reassemble, distribute, publish, reverse engineer, build a derivative or duplicate the Product Software, its components, services or features.

The Buyer is only allowed to use the Product Software for its own benefit and is not allowed to make the application available to third parties.

## 8. INTELLECTUAL PROPERTY RIGHTS

As between the Parties, Supplier exclusively owns all Intellectual Property Rights relating to the Products.

The Buyer has no right to modify, change, remove, cover or otherwise obscure any of Supplier's brands, trade or service marks on the Products. Nothing in the Agreement limits Supplier's ability to enforce its Intellectual Property Rights.

In order to avoid claims of intellectual property infringement, if Supplier believes a Product sold to Buyer may be subject to a claim for intellectual property infringement, Buyer shall allow Supplier (at Supplier's discretion) to either (a) secure Buyer the right to continue using the Product; (b) substitute the Product with another suitable product with similar functionality; or (c) ask Buyer to return the Product to Supplier and provide a refund equal to the invoiced amount of the Product.

#### 9. PERMITTED USES OF THE PRODUCTS

The Buyer agrees to and warrants that the Buyer only will use the Products in: (i) accordance with these T&Cs and the user manual provided for the Products; (ii) a way that does not promote or encourage illegal activity; (iii) a way that is not harmful, abusive or offensive, does not infringe the rights of any third party or in any other way can harm Supplier; and (iv) compliance with all applicable laws, including local laws of the country or region in which the Buyer resides or in which the Product is used.

#### 10. PRODUCT LIABILITY

Supplier is not liable for any damage caused by the Product to any movable or immovable property or the consequences of such damage, which occurs after the Product is delivered to the Buyer.

The Buyer shall indemnify and hold Supplier harmless to the extent that Supplier incurs liability towards any third party in respect of loss or damage for which Supplier is not liable in relation to the Buyer. For the avoidance of doubt, the Buyer shall have a liability to recourse all costs inflicted on Supplier, due to any such claims.

Subject to the limitations stated above, Supplier is liable for claims made by a consumer, in accordance with mandatory law for personal injury or damage to property caused by the Product.

If a claim for damage as described in this section is lodged by a third party against one of the Parties, the latter Party shall forthwith inform the other Party thereof in writing.

A precondition for Supplier's liability set forth above is that Supplier has been notified in writing of such claim in accordance with above and given authority to settle the claim or control the defense of any suit and proceeding.

In the event that a Product or parts thereof becomes subject to a recall decided by Supplier, the Buyer shall participate and assist in such a process in accordance with Supplier's instructions. The Buyer is entitled to compensation for its reasonable direct and documented costs occurred in relation to the provision of such assistance.

The limitation of Supplier's liability set forth in this section shall not apply where Supplier has been guilty of negligence. Both Parties shall keep and maintain product liability insurance in accordance with customary conditions.

#### 11. LIMITATION OF LIABILITY

Save for what follows from section 10, Supplier's aggregate liability in relation to any claim of any kind for any loss or damage arising out of, connected with, or resulting from the Agreement or from the design, manufacture, sale, delivery, resale or use of the Products or any part thereof, as the case may be, shall be limited to the refund of the purchase price of the Products with respect to which the loss, damage or breach occurred.

In no event shall Supplier be liable towards the Buyer for any loss of production or profit, loss of use, loss of data, loss of contracts or for any other consequential, economic or indirect loss whatsoever in respect of the sale, purchase, use or disposition of the Product.

The limitation of Supplier's liability in this section shall not apply where Supplier has been guilty of negligence.

#### 12. FORCE MAJEURE

The Parties shall be relieved from liability for a failure to perform any obligation under the Agreement during such period, and to the extent that the due performance thereof by either of the Parties is prevented by reason of any circumstance beyond the control of the Parties ("Discharging Circumstance"). If not otherwise shown, war, warlike hostilities, mobilization, or general military call-up, civil war, fire, flood, or other circumstances of similar importance, shall be considered as Discharging Circumstances.

If a Party wishes to invoke a Discharging Circumstance, it shall give immediate notice to the other Party of the commencement and the cessation of such Discharging Circumstance, failing which, the Party shall not be discharged from liability for any non-performance caused by such Discharging Circumstance.

The time for performance of the relevant obligations of a Party shall be appropriately extended by the period during which a Discharging Circumstance continues, provided, however, that if performance of a contractual obligation is prevented by a Discharging Circumstance for a period of six (6) months or more, each Party shall be entitled to terminate the Agreement.

#### 13. CONFIDENTIAL INFORMATION

The Buyer shall at all times, both during the term of the Agreement, and for a period of five (5) years after its termination, keep in strict confidence all technical or commercial information, know-how, specifications, drawings, inventions, processes or initiatives or any other information in any form which have been disclosed to the Buyer by or on behalf of Supplier ("Confidential Information") and the Buyer shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purposes of discharging the Buyer's obligations to Supplier and shall ensure that such employees, agents or subcontractors are subject to the same obligations of confidentiality as bind the Buyer. Buyer will immediately give notice to Supplier of any unauthorized use or disclosure of the Confidential Information. Buyer agrees to assist Supplier in remedying such unauthorized use or disclosure of the Confidential Information. This obligation will not apply to the extent that Buyer can demonstrate (i) the disclosed information at



the time of disclosure is part of the public domain; (ii) the disclosed information became part of the public domain, by publication or otherwise, except by breach of the provisions of the Agreement; (iii) the disclosed information can be established by written evidence to have been in the possession of the Buyer at the time of disclosure; or (iv) the disclosed information is received from a third party without similar restrictions and without breach of the Agreement.

**14. EXPORT RESTRICTIONS**

Buyer acknowledges that each Product and any related Product Software and technology, including technical information supplied by Supplier or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Supplier in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Supplier harmless from, or in connection with, any violation of this section 14 by Buyer or its employees, consultants, agents or customers.

**15. MISCELLANEOUS**

The Agreement, including all appendices hereto including the T&Cs, contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**Governing law.** These T&Cs shall be governed by and construed in accordance with the substantive laws of the country in which the Supplier/BICO Company is located. If in the United States, the law of the State of Delaware shall apply.

**Disputes.** The Parties shall endeavor to settle amicably any dispute or claim arising out of or in connection with the Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. If the Parties fail to settle the dispute negotiations within sixty (60) calendar days of the commencement of the negotiations, the dispute shall be finally resolved exclusively by submitting such dispute to binding expedited arbitration at the location and pursuant to the applicable organization/rules set forth below,

determined by the country in which the BICO Company being party to the Agreement is located, or if such country is not listed, then "Sweden" shall apply.

	Sweden	Germany	USA
<b>Place of Arbitration</b>	Gothenburg	Frankfurt	Delaware
<b>Arbitral Organization /Rules</b>	The Expedited Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce	The Expedited Arbitration Rules of the German Institution of Arbitration (DIS)	The Expedited Arbitration Rules of the American Arbitration Association ("AAA")

The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Nothing in this T&Cs or in the Agreement shall prevent either Party from seeking any provisional or preliminary relief (including, but not limited to, injunction, attachments or other such orders) from a court of competent jurisdiction, and such application to a court for provisional or preliminary relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.