



Appendix no. 4: Standard terms and conditions for purchase and sale of technical equipment

0. GENERAL

This agreement encompasses the purchase and sale of the subject of the sale as described in the Tendering Instructions for procurement of Next generation sequencing/ massive parallel sequencing instrument. Additions or deviations with respect to entry into the contract must be included in records from entry into the contract. Special conditions take precedence over these standard conditions.

1. DEFINITIONS

Subject of the sale, etc.:

Equipment including documentation, installation, training, maintenance contracts, work efforts or other goods and services that fall under this agreement with its accompanying appendixes.

Documentation:

Encompasses books, looseleaf binders, microfilm, videofilm, IT-based help programs, etc. as well as HSE product data sheets, which will be updated with any possible changes.

IT equipment:

Hardware and/or software.

Agreed date for delivery of equipment:

Date of purchaser's receipt when receiving subject of the sale in instances where such will not go through an agreed approval test/receiving controls. If the agreement encompasses installation of the subject of the sale at the purchaser's site, the subject of the sale is deemed to have been delivered when the seller gives written notice to the purchaser that such has been installed and is ready for operation. If the subject of the sale will undergo an agreed approval test/receiving controls, the subject of the sale will be deemed to have been delivered when the purchaser and seller have signed the records for the approval test/receiving controls.

Receiving controls:

Receiving controls may occur at the earliest when the seller has submitted notice that the delivery has been completed. What is meant by receiving controls are an enumeration up of the constituent parts of the subject of the sale, the carrying out of functional and any possible technical controls and checks that the documentation received is with respect to the contract and applicable for the equipment delivered. The receiving controls are the purchaser's responsibility, but may be performed in conjunction with the seller, who will have technical expertise available to the purchaser.

Trial operation:

Clinical testing/operation during a period to be agreed upon in further detail.



Approval test:

Test program that will be carried out in order to establish that the subject of the sale is in accordance with specifications given in the agreement. (Approval test in this context is often called an "acceptance test").

Approval:

Written declaration that the purchaser must give that the subject of the sale has been delivered in accordance with the agreement entered into. The declaration must be issued without undue delay after approved delivery.

Approval date:

The point in time when the purchaser declares in writing to the seller that the subject of the sale is in accordance with and functioning with respect to the agreement.

2. SELLER'S DUTIES AND OBLIGATIONS

2.1 Delivery

The subject of the sale will be delivered free (Incoterms2000/DPP) to the purchaser's address. The delivery time will be established in the purchase agreement. Progress plans as well as approval must be performed as specified in this agreement with its accompanying appendixes. If delivery cannot occur within the specified delivery time, the seller is obligated to give the purchaser written notice of such, state the cause and agree upon a new delivery date. See also point 9.1.2 , Delays.

2.2 Documentation and spare parts

The seller shall, together with the subject of the sale, deliver the most recently updated version of the documentation that will provide the purchaser with the requisite insight into the design principles and construction of the subject of the sale that he will be able to both use and maintain the subject of the sale as envisioned. More detailed provisions concerning the documentation are included in appendix No. 1 Requirements specification. The seller is obligated to have the spare parts available that are encompassed by this agreement.

2.3 Warranty

The warranty period is 3 years. The warranty covers all equipment and labour excepting what follows from normal wear and tear. The warranty period commences on the approval date.

Claims concerning deficiencies must be asserted to the seller before expiry of the warranty period. If the agreed approval test shows that the subject of the sale has deficiencies, a new warranty period of the same duration as what was agreed will run from the point in time that a new approval test shows that the situation has been put in order.

If the deficiency only encompasses minor adjustments and additions that are not of operational significance, then such shall not pose an impediment to approval. The seller has the right and



obligation to remedy a contractual deficiency immediately and without undue delay and in a manner that impedes to the least possible extent the purchaser's use of the subject of the sale.

During the warranty period the seller shall replace defective parts that fall under the warranty provisions at no cost (including costs for travel, room and board) to the purchaser. Excepted from this are repairs and spare part expenses that are caused by the purchaser by error or neglect, and which the seller cannot be charged for.

Demonstrable unstable operating conditions during the warranty period shall give grounds for an expanded warranty as per a more detailed agreement. The seller and purchaser may agree that the purchaser will upon a deficiency arising send the subject of the sale to the seller for remediation of deficiencies, as against the seller paying the freight and placing a replacement for the subject of the sale at the purchaser's disposal during the period of its absence. The time the seller needs to be able to provide emergency service during the warranty period, or during the time that a service contract has been entered into for, can be specified in appendix No. 2 – Price form. Agreed preventative maintenance performed by the seller during the warranty period is included as a part of the purchase sum unless stated otherwise in appendix No. 2 – Price form.

2.4 Certification/registration and other requirements

The supplier must be registered in accordance with the applicable laws and regulations.

The seller must be able to document that the subject of the sale satisfies international and national laws, regulations and norms (standards). The subject of the sale must be CE-labelled.

The seller must prior to entry into the agreement have acquainted himself with the conditions at the installation site of the subject of the sale and if necessary specify special requirements for such. If defects or omissions at the installation site are due to misleading or erroneous specifications or guidance on the part of the seller, the seller shall at no cost to the purchaser perform remediation, or the purchaser may in a justifiable manner cause the remediation to be undertaken by others at the seller's expense.

2.5 Training

The seller is obligated to offer expert assistance, provide instruction and see to it that arrangements are made for training with respect to the requirements and specifications, so that the purchaser gains sufficient knowledge for the subject of the sale to be able to be operated and maintained in a reliable and efficient manner.

Technical-related training (courses, seminars, etc.) must have been carried out before expiry of the warranty period.

2.6 Security/surety guarantee

With advance or instalment payments, the seller shall upon request post a surety guarantee issued by a Norwegian bank or other approved credit institution corresponding to the size of the payment.



The guarantee shall apply in full until the subject of the sale has been delivered. During the warranty period, the seller shall upon request post a corresponding guarantee to the purchaser for 10 % of the total purchase sum specified in the purchase agreement. The guarantee will be returned when the warranty obligations have been fulfilled.

Costs connected with the establishment of guarantees shall be paid by the seller.

2.7 Other obligations

The seller's personnel have a non-disclosure obligation in accordance with the provisions in the Norwegian Specialised Health Services Act and the Norwegian Public Administration Act concerning conditions that they might become aware of through this agreement. The safety regulations that have been established for the purchaser's personnel shall also apply for the seller's personnel when such find themselves at the purchaser's sites. If the purchaser has its own special provisions in addition to what is mentioned above, the purchaser is obligated to give the seller a written orientation of such.

3. PURCHASE SUM

The agreed purchase sum specified in NOK includes VAT as well as any possible installation work, interest, tolls, duties, fees and other expenses, such as the removal of packaging for example.

Each of the parties may however demand price adjustments if changes occur before the agreed point in time for delivery involving:

- Insurance premiums
- Currency exchange rates
- Tolls and other duties

Such changes must be documented on the import date. Circumstances that collectively lead to changes of less than +/- 5 % in the purchase price do not give any basis for price adjustment. No occasion is permitted to demand special fees in addition to the agreed purchase sum. If the seller comes out with a sales campaign price, the purchaser shall reap full benefit from it too.

4. SALES MORTGAGE

The seller possesses a lien on the subject of the sale when delivered, until the purchase price has been paid in full.

The seller has the right to take the subject of the sale back in accordance with the rules of the law if the purchaser breaches his payment obligation or subjects the subject of the sale to a deterioration in value during the period the credit is extended. Accepted bills, checks or other payment orders are not deemed to constitute payment before they have been redeemed in their entirety.

The purchaser may not resell the subject of the sale as long as it is the property of the seller.



5. PURCHASER'S DUTIES AND OBLIGATIONS

5.1 Building-related and installation-related preparations and work

5.1.1 Interior layout

Purchaser shall at his own expense fit out the premises for the subject of the sale and make arrangements for the supply of electrical power, conveyance of gases and compressed air, cooling and ventilation systems and other installations where such is necessary. Building-related arrangement of route for inbound transport is the purchaser's responsibility.

5.1.2 Responsibility for execution of installation preparations

When the purchaser is the party primarily responsible for the installation preparations, the work shall be performed with respect to specifications given by the seller, as well as fulfil normal laws and regulations. For contractors who perform this work on behalf of the purchaser, the same requirements for execution shall apply as are mentioned above.

5.1.3 Deadlines and the seller's inspection

The installation preparations must be ready 5 working days before the agreed point in time for the start of installation, so that the seller is able to perform an inspection. Defects and omissions that are detected at the inspection must be remedied by the purchaser. In those cases where remediation is of such a scope that such would cause delays to the agreed deadlines, then new deadlines shall be agreed upon.

5.2 Approval

Approval/receiving controls shall take place immediately and at the latest within 14 days after the seller has given the purchaser written notification that the installation has been completed, or take place at a point in time to be defined in further detail if the parties are in agreement on such.

Records shall be kept of the measurement values and the results that are obtained in the approval test. The records must be signed by the purchaser and seller. These records will be added to the purchase agreement as appendix 3 - Approval records, when the test has been performed. Each of the parties shall defray their own costs for execution of the approval test.

5.3. Payment

The purchase sum will fall due for payment 30 days after the invoice date. The payment date may, regardless, be the approval day at the earliest. For larger deliveries, special payment terms may be agreed upon. Payment does not imply approval of the delivery.



6. SUSPENSION OR CANCELLATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If an extraordinary situation should arise that lies outside the control of the parties and renders fulfilment of the obligations under this agreement impossible, and which pursuant to the customary legal rules must be reckoned as being force majeure, the obligations of the party impacted will be suspended for as long as the extraordinary situation persists. The offsetting consideration of the other party will also be suspended during this same space of time. However, such does not exempt the seller from the obligation to arrive at intermediate solutions that will be of assistance to the purchaser, and which as far as possible will fulfil the original need.

The opposing party may in force majeure situations walk from the contract with the impacted party's consent or if the situation persists or is assumed to continue to persist for longer than 90 days, computed from the point in time that the situation arises, and in such case with a minimum of 15 days notice.

7. CHANGES IN THE DUTIES AND OBLIGATIONS OF THE PARTIES

Changes and additions to the agreement with its accompanying appendixes must occur in writing, and be signed by the parties. An on-going register must be kept of the changes to the agreement. Neither the purchaser nor the seller may transfer their contractual obligations without the consent of the other party.

8. INSURANCE LIABILITY FOR THE SUBJECT OF THE SALE

If nothing to the contrary is agreed, the risk is transferred to the purchaser on the approval date.

In the time the seller has the risk for the subject of the sale when it is located with the purchaser, the seller shall as per a more detailed agreement have free access to the subject of the sale. During this time, the purchaser is not entitled to alter, move or cover up the subject of the sale without the seller's written permission.

If the provision in the last sentence above is contravened, the purchaser is obligated upon request by the seller and at its own expense to bring the subject of the sale back to its original condition.

9. BREACH OF DUTIES

Deficiencies exist if the delivery does not cover the purposes, requirements and specifications that follow from the agreement entered into.



9.1.1 Deficiencies

If significant deficiencies are not remedied within reasonable time, the purchaser may give the seller a final deadline for remedying the deficiencies. If the remediation has not been performed within the stated deadline, then the purchaser has the right to:

- Cause the remediation to be performed in a justifiable manner by other parties at the seller's expense, or
- Demand a price reduction such that the relationship between the reduced and agreed price corresponds to the relationship between the item's value in the deficient state and the contractual state at the time of delivery (Norwegian Sale of Goods Act, section 38), or
- In full or in part cancel the purchase as well as demand compensation for damages in relation to the provisions in the Norwegian Sale of Goods Act, cf. sections 39 and 40.

The purchaser cannot invoke the deficiency if it arises in consequence of:

- The subject of the sale or parts of it having been utilised in combination with equipment that is not approved by the seller.
- The subject of the sale having been utilised for purposes other than what it was designed for.
- The subject of the sale having been utilised in a manner other than what is specified in the user instructions.
- The subject of the sale having been placed into service before delivery. This does not apply for use in connection with trial operation or training.

9.1.2 Delays

The purchaser may in the event of a delay:

- Demand compensation for the losses that he can document that he has suffered, or
- Demand liquidated damages of a thousandth of the total purchase sum per calendar day of delay.
- In both cases the compensation is limited to a ceiling of 10 % of the purchase sum.
- If the delivery time is delayed by more than 90 days, such will give the purchaser the right to cancel the purchase. If the purchaser has paid in advance for the subject of the sale, the advance payment will be recalled with interest as per the applicable legal precedents.

9.2 Breach by purchaser

9.2.1 Delay of installation preparations

If the installation preparations are delayed beyond the agreed date of completion, and such can be blamed on the purchaser, the seller may:

- Demand compensation for the economic losses that he can document that he has suffered, or
- Demand liquidated damages of 1 (one) thousandth of the total purchase sum per calendar day of delay.

In both cases the compensation is limited to a ceiling of 10 % of the purchase sum.



9.2.2 Delay with payment

If the purchase sum is not paid at the agreed time, the seller may demand penalty interest on the amount per commenced month that has fallen due for payment. The interest rate will be that which is set at any point in time pursuant to the Norwegian Act relating to Interest on Overdue Payments. Breach of payment for over 90 days gives the seller the right to cancel the agreement with a 30-day deadline. In such case, the purchaser shall pay interest costs to the seller in accordance with applicable legal precedents. If the purchaser pays before expiry of the 30-day deadline, the right to cancel ceases to exist.

10. LIABILITIES OTHER THAN THOSE THAT FOLLOW FROM BREACH

10.1 Liability for damages

The parties are liable to pay compensation under Norwegian law for damages and/or losses they cause to their contractual partners. The liability to pay damages does not encompass unforeseen or accidental damages or losses.

10.2 Liability for subcontractors

If one of the parties in consequence of this agreement hires subcontractors to perform work tasks, the party concerned is liable for the execution of these tasks in the same manner as if he himself were responsible for the execution.

The purchaser must be notified of the name of the subcontractor, with at least 2 weeks advance notification. The parties have the right to reject, on an impartial basis, the other party's choice of subcontractors.

11. INSURANCE

The Seller is obligated to subscribe to insurance for the liability to pay compensation that he might incur as a result of defects or omissions in the subject of the sale.

The seller must, furthermore, be insured against the liability to pay compensation that he may incur to a third party for injury to persons and/or damage to property.

The insurance sum must be at least NOK 5,000,000.00, and NOK 1,000,000.00 for each injured person. The insurance sum for damage to property must be at least NOK 1,000,000.00. This insurance does not release the seller from greater liability if the damage is greater.

Upon entry into the contract, the seller must upon request show a copy of the insurance policy.



12. DISPUTES

All disputes in connection with the agreement, including the accompanying appendixes, must be sought to be resolved by negotiations. If such negotiations do not result in a solution within 30 days, the dispute will be resolved in the ordinary courts.

The venue in such case will be the purchaser's place of jurisdiction. Norwegian law will be the basis for the resolution of disputes.