

## Terms & Conditions

In these Terms and Condition (the "Terms and Conditions") "Getica AB" shall mean Getica AB, reg. no 556615-6112, a Swedish corporation existing under Swedish law.

The "Buyer" shall mean the person, firm, company or other organization who or which has ordered products (the "Products") from Getica AB, a "Contact" shall mean a person interacting with Getica AB by submitting their user information for other purposes. These Terms and Conditions shall apply to the Buyer's purchase of Products from Getica AB, and to Contacts submitting their contact information to Getica AB. Getica AB reserves the right to change these Terms and Conditions at any time and for any reason. The Getica AB Privacy Policy is hereby incorporated in the Terms and Conditions by reference as if set forth in full herein.

### Pricing and Payment

Getica AB reserves the right to change prices at any time without prior notification. All prices are exclusive of any customs or excise duties, value added taxes, sales taxes or similar taxes. The Buyer is solely responsible for payment of such taxes and agrees to indemnify Getica AB for any such taxes not properly paid by the Buyer. Where the Buyer wishes to benefit from an exemption from such taxes, the Buyer must prior to shipping and invoicing of the Products provide Getica AB with all information and documentation needed to exercise the exemption. Getica AB will add sales taxes when shipping Products to jurisdictions where Getica AB is responsible for the collection of sales tax, unless the Buyer has provided the information relevant for tax exemption. Buyers within the European Union must prior to shipping and invoicing provide Getica AB with a valid VAT number in order to benefit from any exemptions from Swedish VAT. Swedish VAT of 25 % will otherwise be added to the invoice.

Getica AB will invoice the Buyer based on information provided and will not modify issued invoices or issue new invoices based on later information, unless required to do so by law.

Payment terms are thirty (30) days from the date of Getica AB's invoice. Payment shall be made in full in the currency invoiced. The Buyer is responsible for any bank charges that are incurred in making the payment.

In case of failure to fulfil the payment terms, Getica AB shall have the right to suspend delivery of Products and/or cancel any order. In case of failure to make payment in full on the due date, Getica AB shall also have the right to charge interest at an annual rate equal of 8% on all unpaid amounts. The Buyer shall be liable to Getica AB for all costs and fees, including attorney's fees that Getica AB may incur due to any actions or measures to collect any unpaid amounts.

### Shipping

No order is binding until Getica AB has accepted an order.

Notwithstanding anything to the contrary in these Terms and Conditions, even if an order has been accepted by Getica AB or preparations or measures otherwise have been taken by Getica AB to deliver under an order, Getica AB shall have the right to withdraw and cancel or postpone delivery of the Products at any time. If so, Getica AB shall notify the Buyer to that effect without delay.

Shipment will be made FCA (Incoterms 2020) Getica AB's shipping point in Gothenburg, Sweden. Getica AB reserves the right to select the packaging and shipping method and the carrier to be used for the Buyer's order. Shipping and handling costs will be added to the invoice. Getica AB will not be responsible for any loss or damage to Products following delivery to the carrier. Shipping time will depend on the country of destination. Products are shipped in the appropriate packaging (ambient, cooled, frozen, dry ice, etc.).

The Buyer shall keep close track of each shipment of Products in transit and shall accept delivery of each shipment without delay.

### **Limited Warranty and Product Replacement**

Getica AB warrants that the Products upon delivery FCA Getica AB's shipping point in Gothenburg, Sweden conform in all material to the specifications found in the product data sheet of each Product and at [Getica.se/products](http://Getica.se/products) (the "Specifications").

The Buyer shall inspect each shipment upon receipt without delay. The Buyer shall notify Getica AB in writing within ten (10) working days of receipt of the shipment of any claim with respect to non-conforming or undelivered Products, failing which, Getica AB shall not be required to consider the claim. If the Products are confirmed by Getica AB not to materially conform to the Specifications or not conform in quantity to an accepted order, Getica AB' sole obligation shall be, at its own option, to refund the purchase price for or replace non-conforming or undelivered Products. In the event of return of non-conforming Products by the Buyer, a return authorization must be obtained from Getica AB. Products shall be returned by the Buyer within thirty (30) days of receiving a return authorization. Getica AB' liability for any claim relating to the Products shall be limited to such replacement of Products or refund of the purchase price as mentioned above.

What is set out above constitutes the only representations made by Getica AB with respect to the Products and all other representations and warranties, including, without limitation, any implied warranty or condition regarding results obtained through the use of the Products (such as to the effect that the results will be accurate, valid or complete), of merchantability, fitness for a particular purpose, non-infringement or otherwise are hereby expressly excluded.

### **Product Use**

All Products are supplied for research use only. The Products are not intended for pharmaceutical development, diagnostic, therapeutic or any in vivo use. **The Products may not be resold, modified for resale or used for development or manufacturing of affinity reagents (including without limitation antibodies of any kind) intended to be marketed, sold or otherwise commercialized without prior written approval from Getica AB.**

The Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of Products. The Buyer shall ensure that the Products are stored, handled and otherwise used in a safe and professional manner. The Buyer shall indemnify and hold Getica AB, its directors, officers, shareholders, employees, representatives and assigns (collectively "Affiliates") harmless from and against any and all costs, liabilities, losses and expenses that Getica AB or its Affiliates suffers or incurs by reason of any use for which the Products are not intended.

### **Limitation of Liability**

Getica AB total liability arising out of, connected with, or resulting from these Terms and Conditions or from the manufacture, sale or use of the Products shall be limited to

- i) a sum equivalent to the total amount paid by the Buyer to Getica AB for Products under the purchase order to which the claim relates or
- ii) EUR one thousand (€ 1,000), whichever is lower.

In no event shall Getica AB be liable to 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 under these Terms and Conditions or otherwise relating to the manufacture, sale or use of the Products.

Except as specifically set out in these Terms and Conditions, Getica AB shall not be bound by any warranty, representation, statement, advice or recommendation, whether oral or in writing, made in relation to the use of the Products on its website, in product catalogues, product literature, marketing material or otherwise.

### **Indemnification**

The Buyer agrees to indemnify and hold Getica AB and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party against Getica AB or its Affiliates alleging or arising from or related to any breach by the Buyer of these Terms and Conditions.

**Force Majeure**

Getica AB shall be relieved from liability for failure to perform of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to natural disasters, labor disputes of any kind (whether relating to its own employees or others), fire, military operations, plant breakdown, computer or other equipment failure or inability to obtain equipment, material or transportation, or other circumstances of similar importance.

**Privacy Policy**

The Getica AB Privacy Policy is hereby incorporated in these Terms and Conditions by reference as if set forth in full herein.

**Entire Agreement**

These Terms and Conditions set forth and constitute the entire agreement and understanding between the Buyer and Getica AB with respect to the Buyer's purchase of Products from Getica AB and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded hereby, including any terms or conditions of the Buyer submitted to Getica AB, whether as part of a purchase order or otherwise.

These terms and conditions also apply to our Contacts interacting with Getica AB and thereby submitting their contact information.

**Governing Law and Disputes**

These Terms and Conditions shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of, or in connection with these Terms and Conditions shall be settled by the courts of Sweden, with the district court of Gothenburg as first instance.