

The Standard Terms of Sale and Delivery of Gram BioLine

1. Scope and validity

These Standard Terms of Sale and Delivery ("Standard Terms") of Gram Scientific ApS ("Gram") applies to all quotations, offers, sales or deliveries, unless deviated from or modified by an explicitly written agreement, mutually signed by both parties. Any amendments to the Standard Terms shall only apply after explicit acceptance by Gram in writing.

2. Quotations and orders

A final and binding agreement between the buyer and Gram must be deemed made only when Gram sends a written order confirmation or similar confirmation or executes the order. In case of disagreement between the order confirmation and the buyer's order or acceptance, the order confirmation must apply. A quotation or offer is valid for 30 days from the date Gram send the offer or quotation, unless otherwise stated.

3. Payment and ownership reservation

The payment terms are Net 30 days, unless otherwise offered in writing.

If Gram is unable to acquire a positive credit evaluation of the buyer, the payment terms are prepayment.

The delay of payment gives Gram the right to postpone further deliveries, and any counterclaim, e.g. concerning claims on the delivery, does not give the buyer the right to delay any of the payments. The buyer is not entitled to offset any claim against Gram against the purchase amount, unless accepted by Gram in writing. Payment later than the agreed date, causes monthly accrued interest on the due amount by 1,5% per calendar month. Gram reserves ownership of any delivery, until payment of the entire purchase amount including any interest has been made. The transferring of risk as dictated by the chosen Incoterm 2020, does not in any way change the ownership.

4. Prices

Gram's price list is indicative only, and Gram reserves the right to change these without notice. All prices are exclusive VAT, taxes, import duties, handling fees and freight. The valid price is the price on the invoice, unless the invoiced price obviously is wrong or of error.

5. Product specifications and information

Product specifications, illustrations, drawings and information about technical data such as weight, dimensions, volume, performance, quality, etc. stated in brochures, PowerPoint shows, prospectuses, and other advertising material, including on Gram's website, etc., is indicative only. Gram's product specifications are binding only in special cases, where Gram has provided a separate, written guarantee of the product specifications and information as part of the agreement with the buyer. Gram reserves the right to change the agreed specifications if such changes may be made without causing any inconvenience to the buyer.

The buyer is fully responsible for selecting the product, including for the buyer's achievement of the anticipated results and functionality, and for the ability of the product to function and be used in the buyer's existing or envisaged environment, unless otherwise accepted by Gram in writing.

6. Delivery and risk transfer

Delivery of products, including partial deliveries, are made in accordance with Ex Works: 6500 Vojens - Denmark, as ruled by Incoterms 2020, unless otherwise agreed and specified in writing. This also applies even if Gram has assumed ancillary obligations such as dispatch or delivery. Therefore, Gram is not responsible for damage occurring during transport to the buyer. Transport insurance is only taken out when the buyer ensures it at his own expense.

If it is agreed that Gram is to send the product to the place of delivery, all costs of delivery and risk of delivery must be paid and held by the buyer, unless otherwise agreed in writing.

Gram notes the pick-up date or outgoing shipping on the order confirmation. Any handling fee is informed on the order confirmation.

Pick-up of orders is available from Metal Parken 23, Hal 109, DK-6500 Vojens in the following time span CET/CEST:

Monday – Thursday: 07:00 – 14:00

Friday: 07:00 – 13:00

The desired pick-up time must be in the hands of Gram at: shipping@gram-scientific.com no later than 2 workdays at 12:00 CET/CEST before the required date and pick-up timing. After receiving the request of a desired pick-up date from the buyer, Gram confirms or suggest a new pick-up timing no later than 1 workday after receiving a written request from the buyer. Gram can change the pick-up terms for the buyer by written notice.

7. Time of delivery and delay

An order is not effective until a written confirmation is received. The time of delivery is to be counted from the day when the full agreement about the execution of the order has been reached. Gram does not guarantee a specific time of delivery, but only a guiding time of delivery. Any delay in the time of delivery does not entitle the buyer to compensation of any kind.

8. Return

Any return of products can only take place with unbroken packaging, after previous arrangement with Gram, which must be confirmed in writing.

Returns are at the expense and risk of the buyer, plus a handling fee charged at 50% of the invoiced price.

9. Cancellation

Cancellation or change of an order can only take place after written approval from Gram. The buyer can be made financially responsible for costs in connection with any cancellation or change of an order.

10. Duty of inspection and notice of defects

It is the buyer's responsibility to verify the products delivered and to inspect the condition of the products immediately when receiving it. The inspection shall include a thorough check for damages and defects. Upon inspection, any damages and defects must be documented in the delivery note & transport document, whether the buyer rejects or accepts the delivery.

Claims of any damages and defects must be documented with pictures of the damages and defects, the packaging / wrapping of the products and notified to Gram without further delay. If Gram recognizes a claim in writing, the responsibility is limited to the value of the product and can always be satisfied by another delivery of the quantity with defects. Compensation for the buyer's eventual costs in connection with a claim is not relevant to Gram.

11. Product warranty

The agreed warranty period is stated in the invoice. The buyer must ensure correct installation, start, maintenance and service of the product by certified professionals according to the instructions in the product guidelines and manuals for the warranty to remain valid. Gram must remedy all product errors caused by erroneous construction, materials or manufacturing within the following conditions:

The product warranty is only valid in the country (mainland) of the invoice, meaning any foreign and offshore location voids the product warranty. If a product is outside the country mainland of the invoice, the product warranty changes to only for product parts warranty, meaning only product parts are covered by the warranty. Any spare parts sent to replace product parts are only sent to one designated location of the country mainland of the invoice.

Gram's product warranty does not include wearing parts such as, but not limited to, door sealing strips, bulbs, and wire shelves/drawers, and does not extend to defects caused or aggravated by insufficient maintenance, wrong installation or alterations/repairs carried out by the buyer without Gram's prior written consent.

Gram's responsibilities are limited to the product warranty period and conditions. In case of a more intensive use of the product than agreed or reasonably assumed, the period is proportionally reduced. For parts exchanged or repaired and covered by the product warranty, the warranty period for the repaired or exchanged spare parts is the remaining product warranty period. The product warranty period for the product and all other parts remains unchanged. Any suspected errors or defects found, must without unfounded delay and no later than 7 days after being found, be informed to Gram by: support@gram-bioline.com. If the errors or defects are reported after the deadline, all claims and rights towards compensation and product warranty become void for the suspected errors or defects. Should warranty covered repairs of parts cause additional work involving unrelated parts of the product, the additional work and costs must be carried by the buyer or any subsequent buyer. Warranty covered repairs only includes the actual repair work, and is excluding activities such as but not limited to: Emptying the cabinet, waiting time, security checks and gaining access to the product, which must be paid separately by the buyer.

Any deliveries of warranty covered products and parts from Gram is curbside delivery paid by Gram, however the buyer is solely responsible for the product upon arrival curbside and must follow Gram shipment instructions or at his own expense arrange shipment. Defective parts or products exchanged with new parts or products become available to and the property of Gram, should Gram so request, otherwise the buyer is responsible for the correct disposal of the defective parts or products.

Gram is not responsible and voids product warranty for any defects, errors or damages to the product, property or people caused by third party materials, constructions, modifications or products.

12. Product liability

Gram is liable for defective products to the extent that liability is mandatory prescribed under the Danish Product Liability Act (Produktansvarsloven) for injury to people or damage to property involving privately used objects.

Gram excludes any liability under the rules developed in case law, whether Gram or any other distributor or reseller has acted in an actionable manner.

Gram is not liable for any damage to real or personal property occurring while the products are in the buyer's or any third party's possession. Nor must Gram be liable for any damage to products manufactured by the buyer or to products in which these are incorporated unless otherwise prescribed by mandatory rules.

Gram is not liable to pay any costs of delivery or disposal, loss of profits or any other indirect loss. The amount of Gram's product liability must not exceed DKK 500,000. If Gram is held liable to a third party, the buyer must indemnify Gram to the same extent as Gram's liability is limited under this clause, including for Gram's costs of legal assistance, etc.

Gram is under no circumstances liable for any loss of profits, loss of savings, loss of product content, loss of data, loss of goodwill, loss suffered by indirect injured parties or any other indirect loss, nor may Gram be held liable if the buyer or a third party have not used Gram's products according to the instructions in the product guidelines and manuals, adhered to the application of the intended use, or breached the product warranty.

If a third party sets up a product liability claim against either Gram or the buyer, either party is obliged to inform the other Party thereof without delay.

Gram and the buyer are mutually obliged to conduct legal and arbitration proceedings that are instituted against them by parties claiming compensation for product liability caused by Gram's products. The buyer is moreover obliged to let itself be sued as a co-defendant before the court or the arbitration tribunal that hears claims set up against Gram on such basis.

13. Traceability

The rules of traceability are mandated by: FDA's CFR - Code of Federal Regulations Title 21 – section 810 & REGULATION (EU) 2017/745 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL.

The buyer shall uphold an overview of all purchased Gram products, their serial number and location. Should the buyer sell the products to a third party, the buyer shall still uphold an overview of the third-party identity, the sold products and the products serial numbers. The buyer is only obligated to share the overview with Gram, should Gram due to: Product security, product repairs, warranty obligations, product recalls or requests from relevant organizations, such as but not limited to: FDA, EU notified bodies of medical devices, local health authorities e.g. in Denmark: Sundhedsstyrelsen, etc. need the information.

14. Force majeure

Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under an agreement between the parties including under these Standard Terms (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under an agreement between the parties including under these Standard Terms, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected such as disasters, explosions, fires, floods, riots, terrorist attacks and wars.

The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

15. Validity

If one or more provisions or clauses of the Standard Terms is held invalid, void or unenforceable, the same will not affect, in any respect whatsoever, the validity of any other provisions of the Standard Terms.

In the event of any discrepancy between the [Danish/German/French] and the English versions, the English version shall prevail.

16. Governing law and venue

Any dispute between Gram and the buyer arising out of or in connection with the agreement, e.g. in relation to the interpretation of these Standard Terms, must be settled in accordance with Danish law. The Danish conflict of law rules and CISG will not apply.

Any dispute must be settled by arbitration according to the "Rules of Arbitration Procedure of the Danish Institute of Arbitration". All members of the arbitration tribunal must be appointed by the Institute of Arbitration.

However, Gram may instead bring an action against the buyer before the ordinary courts, in which case Gram's home court will be the proper venue.