

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. General Terms

These General Terms and Conditions of Sale and Delivery ("Terms") shall apply to all sales and deliveries of products by Ampliqon A/S ("Ampliqon", "we" or "us"). Any terms and conditions of the purchaser ("Purchaser") shall only apply if accepted by Ampliqon in writing.

2. Offers, Prices, Orders, and Contracts

Ampliqon is bound by written offers for 14 days.

All prices quoted in Ampliqon's written documentation are exclusive of customs duty, VAT, packaging and other national taxes and duties, if applicable. Prices are subject to change without notice unless a final contract has been concluded, see below.

Orders for PCR enzyme products must be sent to enzyme@ampliqon.com

Orders for custom made laboratory reagents must be sent to reagent@ampliqon.com.

A final, binding contract ("Contract") between the parties has not been concluded until Ampliqon has confirmed the Purchaser's order by an order confirmation or by invoice to the Purchaser.

3. Product Specification and Use of Products

Ampliqon reserves the right to make changes to product specifications without notice except for products covered by a change control notification agreement.

All products have been made for research use only.

4. Payment

The payment terms are specified in the offer, proforma invoice or the invoice. Unless otherwise agreed in writing, payment terms are prepayment.

5. Delivery and Passing of the Risk

Unless expressly agreed otherwise, delivery will be delivered at place (DAP, Incoterms® 2020). The risk shall pass from Ampliqon to the Purchaser at the time and place of delivery.

Shipment shall be at the Purchaser's expense even if arranged by Ampliqon. The Purchaser must take delivery of Products covered by a Contract and products cannot be returned to Ampliqon.

6. Delivery Time and Delay

Delivery times communicated by Ampliqon are non-binding and approximate. Ampliqon shall not be liable for delays.

If Ampliqon exceeds the delivery time communicated by Ampliqon by more than 1 month, the Purchaser may, by written notice, terminate the Contract. Whether the Purchaser cancels or maintains the Contract, the Purchaser shall not be entitled to any form of compensation or damages for neither direct nor indirect losses.

If Ampliqon exceeds the delivery time communicated by Ampliqon because of the Purchaser's failure to comply with payment conditions or other requirements in accordance with the Contract, the products shall not be considered delayed.

7. Defects

Only products that do not conform to Ampliqon specifications of the products shall be considered defective.

The Purchaser shall immediately upon delivery – and before use – inspect and examine the products delivered, in accordance with good business practice.

The Purchaser shall inform Ampliqon of any defect by written notice immediately after the defect has appeared. The notice shall contain a description of how the defect manifests itself. If the Purchaser fails to make proper inspections and examination upon receipt or fails to give Ampliqon notice in accordance with this paragraph, the Purchaser shall forfeit its right to make any claim in respect of the defect.

In the event of defective products, Ampliqon shall, at its choice, replace the defective products sold or refund the purchase price. This shall be the Purchaser's exclusive remedies for defective products to the exclusion of all other remedies; including but not limited to damages.

8. Liability

Ampliqon's liability is limited to defects, which appear and are invoked within a period of 6 months from the date of delivery.

Ampliqon's liability, if not otherwise limited or excluded in these Terms or elsewhere, shall be limited to the

purchase price of the products that gave rise to the claim or EUR 5,000 (whichever is higher). Ampliqon shall not be liable for loss of production, loss of profit or any other indirect or consequential losses.

Ampliqon shall not be liable for defects arising from Purchaser's use of the products; including but not limited to use outside research.

9. Product Liability

Ampliqon shall only be liable for product liability claims to the extent required by mandatory applicable law.

Ampliqon shall not be liable for loss of production, loss of profit or any other indirect or consequential losses.

To the extent permitted by applicable law, and insofar as Ampliqon may be held liable for product liability vis-à-vis third parties, the Purchaser is obliged to indemnify Ampliqon to the extent necessary to give full effect to the limitation of Ampliqon's liability under the previous clauses.

If a third party makes a claim against either party for compensation or damages under this clause, this party shall immediately notify the other party thereof.

Ampliqon and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them, where the claim is based on damage or loss alleged to have been caused by the products sold.

10. Confidentiality

Neither party shall, without the prior written consent of the other, be entitled to provide any third party with technical or commercial information, which any of the parties has stated to be confidential or which by its nature should reasonably be considered confidential. Information in the public domain, except by breach of this provision, is not confidential.

11. Intellectual Property Rights

The Purchaser obtains no rights in form of license, patent, copyright, trademark or other proprietary right in relation to the products or Ampliqon's intellectual property rights.

12. Personal Data

Ampliqon shall, in its capacity as controller, only process personal data received or collected from the Purchaser with the purpose of managing the contractual relationship with Purchaser and shall not process the personal data received or collected for any other purpose, unless processing is necessary to comply with a legal obligation or the processing is

necessary for the establishment, exercise or defense of legal claims.

The personal data will always be kept safe, only be processed by authorized personnel and kept for at least 5 years, to the end of an entire year, according to the Accounting Act and even for a longer period, in particular to comply with legal obligations.

Contact info@ampliqon.com or phone +45 70201169 if knowledge about correction or deletion of personal data stored by Ampliqon is required.

13. Force Majeure

Any circumstance beyond the control of Ampliqon - such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, epidemic, pandemic, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-suppliers caused by any such circumstance as referred to in this clause - shall be considered as grounds for Ampliqon postponing its sale and delivery of products under a Contract for a reasonable period of time without liability.

When intending to claim relief under the preceding paragraph, Ampliqon shall inform the Purchaser by written notice without undue delay on the occurrence of such a circumstance and on the cessation of the same.

Notwithstanding other provisions of these Terms, the Purchaser shall be entitled to terminate a Contract by written notice to the other party if performance of the Contract is delayed more than 3 months by reason of any grounds for relief as described in this clause (without liability of either party).

14. Disputes. Applicable Law

Any dispute arising out of or in connection with this Contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration tribunal shall be composed of three arbitrators. The place of arbitration shall be Copenhagen, Denmark.

These Terms and/or a Contract shall be governed by the substantive law of Denmark (i.e. exclusive of choice of law provisions). However, the Convention on the international Sale of Goods shall not apply.