

## **General Conditions for Sale and Supply of Goods from Exiqon A/S.**

The General Conditions shall apply, unless otherwise agreed in writing by both parties. In case of discrepancy between the parties on agreed conditions, the General Conditions given below shall apply.

### **1. Price, Quotation.**

- 1.1 All orders are received to Exiqon's acceptance and order confirmation in writing. An order is accepted at the price quoted at the date of the quotation. Quotations are valid for a period of 30 days only and fixed prices as specified in Exiqon's Product Catalogue current at date of order are guaranteed except where changes in costs, rate of currencies, taxes, or the like may necessitate a price increase.
- 1.2 Unless expressly stated otherwise all prices are exclusive of V.A.T. or similar sales taxes.
- 1.3 Orders below 350 EURO will be charged a handling fee of 30 EURO.

### **2. Product Information, Drawings and Descriptions.**

- 2.1 All information and data contained in product brochures and price lists are binding only to the extent that they are by references expressly included in Exiqon's acceptance of an order.
- 2.2 All drawings and technical documents relating to the Goods or its manufacture submitted by one party to the other shall remain the property of the submitting party.

### **3. Delivery - Passing of Risk.**

- 3.1 If no trade terms is specifically agreed delivery shall be Free Carrier (FCA, Vedbaek) (Incoterms 2000). The risk for accidental damage to the Goods will pass to the purchaser upon delivery to the purchaser or third party e.g. a carrier.
- 3.2 If the purchaser fails to accept delivery the purchaser shall be charged with the expenses incurred by Exiqon.
- 3.3 Exiqon will use its best efforts to deliver the Goods within the time agreed and if no time is agreed within a reasonable time but in no circumstances will Exiqon be liable for loss or damage of any kind caused directly or indirectly by any delay in delivery of the Goods.
- 3.4 Exiqon may make delivery by installments.

### **4. Payment.**

- 4.1 Where no account has been agreed by Exiqon the Goods will not be delivered until Exiqon is paid the amount shown on the proforma invoice relating to the Goods.
- 4.2 Where an account has been agreed the price will become payable upon delivery and payment will be made by the Buyer within 30 days of the date on the invoice.
- 4.3 The Goods shall remain the property of Exiqon until payment has been made in full. If purchaser does not pay within the time stipulated Exiqon is entitled to charge interests on overdue payments at the rate of 2 (two) per cent per month.

### **5. Warranty.**

- 5.1 Exiqon will repair or at its option replace any Goods manufactured by Exiqon which are proved to the reasonable satisfaction of Exiqon to be defective in material or workmanship provided such defects are notified to the seller within 12 (twelve) months of the date of despatch.
- 5.2 No warranty shall be undertaken for damage which is attributable to the following: Unsuitable or improper use, faulty assembly or commissioning by purchaser or third parties, faulty or negligent handling, unsuitable utilities, chemical, electronically or electrical influences provided that they are not attributable to the fault of Exiqon.
- 5.3 Purchaser waives all rights to be indemnified for any consequential damages, e.g. loss of profit, loss suffered by third parties, and claim for damages which is not incurred on the goods themselves, unless it is established that such loss is due to gross negligence on Exiqon's part or other parts for whom Exiqon is liable. If Exiqon should be liable compensation for defects is limited to 10 (ten) per cent of the net selling price.

### **6. Cancellation.**

- 6.1 The purchaser is not entitled to cancel, extend or delay the contract or part thereof.
- 6.2 If Exiqon consents to the purchaser cancelling the contract or part thereof and returning any Goods, the purchaser shall be liable to pay Exiqon current handling charges.

### **7. Product Liability.**

- 7.1 Exiqon is not liable for damages to real property or movables unless it is established that such damage to real property or movables is due to gross negligence on Exiqon's part or others for whom Exiqon is liable.
- 7.2 Exiqon is under no circumstances liable for personal injury or damages if such personal injury or damages are due to the use of the delivered products contrary to Exiqon's manuals or technical specifications or due to negligent acts on the part of others than Exiqon, i.e. sub-suppliers or independent transporters.
- 7.3 Exiqon is under no circumstances liable for indirect loss, loss of profits, or any other kind of consequential loss.
- 7.4 Exiqon is liable for personal injuries and for damages to real property or movables intended for noncommercial purposes according to the rules in the Danish Act of Product Liability to the extent that Exiqon's liability is not limited pursuant to clause 7.1 through 7.3.
- 7.5 In the event that Exiqon is held liable according to the rules concerning "product liability" in relation to a third party, purchaser is obliged to indemnify Exiqon from all claims to the extent that Exiqon has limited its liabilities according to clause 7.1 through 7.4. If a third party should claim damages from one of the contracting parties in respect to the delivery made under these General Conditions, this party is obliged to inform the other party with the outmost dispatch.

### **8. Force Majeure.**

- 8.1 Any delay or failure of performance of either party shall be considered as cases of relief of responsibility to the extent that such delay in or failure of performance are caused by occurrences after the acceptance of the quotation and are beyond the control of the party affected including but not limited to:  
Industrial disputes, fire, war, general mobilisation of unforeseen military mobilisations, requisition, general shortage of materials, shortage of transport, civil commotion, import bans or export bans, restrictions in the use of power, defects on production facilities or delays in deliveries by sub-suppliers.

### **9. Disputes and Applicable Law.**

- 9.1 Any disputes arising out of the contract regarding the interpretation and application of the contract shall be governed by Danish Law.
- 9.2 The venue for any legal actions instituted by purchaser against Exiqon shall be The Maritime and Commercial Court in Copenhagen.
- 9.3 Legal actions against purchaser can be instituted at Exiqon's discretion at The Maritime and Commercial Court in Copenhagen or at purchasers normal venue.