

GENERAL SALES CONDITIONS

1. OBJECT

The following general sales conditions ("GSC") govern the sale of any system and related spare-parts, consumables and software ("Products") between the seller, Copan Wasp S.r.l., with registered office at via A. Grandi 32, 25125 Brescia, Italy ("Copan") and the customer ("Customer"), unless otherwise agreed in writing by Copan and the Customer (jointly, "Parties"). The purchase order ("Order") and the specifications and/or description of the supply ("Specifications") that the Parties may agree in writing shall be binding between the Parties. In ordering the Products, the Customer may employ its standard forms; however, nothing in these forms shall supersede the terms of these GSC and the Specifications. In case the Customer is not the final user of the Products (e.g. Partner, Distributor, etc.) and/or anytime this GSC refers to an obligation or burden on the final end-user of the Products, Customer commits to transfer such obligation or burden as is to the final end-user, through a separate agreement between Customer and the final end user; in case the final end-user does not fulfil such obligations or cover such burdens, Customer is jointly liable with final end-user toward Copan.

2. OFFER, PURCHASE ORDER

Unless otherwise agreed in writing with Customer, any offer issued by Copan will be valid for 3 months from the date of its issuance. Customer shall submit written purchase orders to Copan indicating the order date and number, the required Product code(s) and quantity, the expected delivery date, as well as the unit price and the total price. Any Order shall not bind Copan unless Copan expressly accepts it; the purchase order and the estimated delivery time for Products will be confirmed within 10 working days from its receipt jointly with the Complete Information (as defined below).

3. DELIVERY'S CONDITIONS

Copan shall pack each Product in a manner suitable for export shipment by air and/or sea and/or truck in accordance with Specifications. Customer shall agree with the end-user the exact delivery and installation date and notify it in writing to Copan at least 6 weeks in advance of the scheduled time. Once the shipping date is confirmed by Copan, the order cannot be modified by Customer. Title to the Products passes to Customer upon full payment (100%) of the Product by Customer.

4. LEAD TIME

The lead time for Wasp® (and its modules) is communicated by Copan to Customer at the time of the purchase order; it is calculated from the moment Copan has confirmed the purchase order and the Complete Information (i.e. all the documents relating to the complete information on "Wasp® mark specifications and requirements for installation", signed layout and samples of required materials for Wasp®) The lead time for WaspLab® (and related software and/or automation) is communicated by Copan at the time of the purchase order; it is calculated from the moment Copan has confirmed the purchase order and the Complete Information (i.e. all the documents relating to the complete information on the "WaspLab® mark specification and requirements for installation" and the layout for WaspLab® signed) is provided to Copan. The average lead time for Product such consumables, accessories and spare parts, is 4 weeks, unless otherwise communicated by Copan.

5. PRICES

The price Customer shall pay for the Product is stated in Copan's offer. This price is the net price, FCA, Copan premises (Incoterms® 2020) and does not include the taxes for import or consumption or other costs (customs duties, VAT, internal consumption duties, etc.), whose burden shall be borne by Customer. Customer undertakes to respect with the utmost diligence the payments terms defined below. Any invoice amount not paid when due will bear interest at maximum rate allowable by applicable law. It is understood that Copan shall have the right to suspend the supply of the Product and any related activities, including the provision of technical assistance, until full payment of any outstanding invoices is received.

6. PAYMENT TERMS

Unless otherwise agreed in writing with Customer, the following payment terms will be applied: Wasp® system (and its modules) payment terms - Copan will issue invoice No. 1 for a value corresponding to 20% of the total value of the Product upon order placement. Customer shall pay invoice No. 1 at sight. Copan shall invoice the remaining 80% (invoice No. 2) at the time of shipment of the Product from Copan premises; based on such invoice, Customer shall pay 20% (payment of balance No. 1) at sight and the remaining 60% (payment of balance No. 2) within 45 (forty-five) days from the date of invoice No. 2. Customer shall pay each order for Wasp® system's consumables, accessories and spare parts within 30 days following the date of the corresponding invoice. WaspLab® system (and related software and/or automation) payment terms - Copan will issue invoice No. 1 for a value corresponding to 20% of the total value of the Products upon order placement. Customer shall pay the invoice No. 1 at sight. Copan shall invoice the remaining 80% (invoice No.2) at the time of shipment of the Products from Copan premises; based on such invoice, Customer shall pay 20% (payment of balance No.1) at sight and the remaining 60% (payment of balance No.2) upon the issuance of WaspLab® Installation Report, or in any case not later than 4 weeks from its issuance. In case the issuance of WaspLab® Installation Report is impossible due to factors outside Copan's control (e.g. delayed installation not attributable to Copan, unavailability of the LIS, etc.), Customer shall pay the remaining 60% at the latest within 10 weeks from Copan's invoice No. 2 for the Product. Customer shall pay each order for WaspLab® system's consumables, accessories and spare parts within 30 days following the date of the corresponding invoice. Please, refer to Copan's quotation for Products' payment terms not herein expressly detailed.

7. WARRANTY AND LIMITATION OF LIABILITY

Copan represents and warrants that the Products are manufactured in accordance with the applicable Product Specifications and are free from defects in materials and workmanship. The warranty shall not cover defects caused by accident, Customer's or end user's negligence, improper use or maintenance or by any other reason beyond Copan's control. Copan warrants that the Products will operate substantially in conformance with Copan's Specifications, for a period of 12 months from the date of Product installation (as indicated in the Installation Report). In case the installation and/or the issuance of the Installation Report is delayed due to factors not attributable to Copan (e.g. delays in the transport, non-completion of the premises where the Product has to be installed, delay in the subscription of the Installation Report etc.), the Warranty period will start in any case not later than 6 weeks (for Wasp® system)/8 weeks (for WaspLab® system) from the earlier between the date of Invoice No. 2 and the originally scheduled shipping date. Copan agrees, during the Warranty Period, to repair or replace, following relevant decision made by Copan, in consultation with the Customer, the Products in breach of the Warranty so as to cause the same to operate in substantial conformance with Copan's published specifications.

In any event Copan shall reimburse Customer exclusively within the limits, terms and conditions of the product liability insurance policy held by Copan. Copan shall not be liable for any indirect, incidental, exemplary or consequential damages, including without limitation, any claim for damages based on lost revenues or profits, unless such damages were caused by Copan's intentional or gross negligent act or omission. In no event shall Copan be liable for any costs or damages arising from any act or omission of Customer or any third party, including, without limitation, relating to the modification, handling, storage and marketing of the Products, the use of the Product in combination with materials not approved by Copan (e.g. use of containers, culture plates or spare parts not validated by Copan) by Customer or to Customer's failure to provide its employees, agents and customers or other third parties with adequate instructions as to the proper handling, use and disposal of the Products.

8. USE OF THIRD PARTY'S CONSUMABLES/SPARE PARTS IN COMBINATION WITH THE PRODUCTS. PROVISION OF TECHNICAL SERVICE

Any third party's consumables and/or spare parts processed and/or used in combination with the Products must be previously tested and/or approved in writing by Copan; any technical support must be provided exclusively by Copan (or its authorized distributors). In case non-approved items are processed or used in combination with the Products, warranty is void and Copan does not accept any liability for damages occurred to the Products or caused to the users or third parties; under the same terms, Copan will not bear any responsibility regarding the accuracy of the diagnostic results obtained via the use of Wasp® or WaspLab® in combination with products that are not made or approved by Copan. These terms and conditions apply also to the provision of technical services from entities other than Copan or its authorized Distributors and service providers. Copan retains the right to refuse testing and/or approving the use of any third-party consumables/spare parts (with Wasp® or WaspLab®) that may infringe Copan's intellectual property.

9. SUPPORT PERIOD

Unless otherwise agreed, Copan shall guarantee the availability of technical support to each Product (e.g. mechanical maintenance, availability of spare parts, software updates) for 7 years ("Support Period") starting from installation date, at terms and conditions to be agreed. In case the installation is delayed due to factors not attributable to Copan (e.g. delays in the transport, non-completion of the premises where the product has to be installed, delay in the subscription of the Wasp Installation Report etc.), the Support Period will start in any case not later than 3 months from the earlier between date of Copan's invoice No.2 and the originally scheduled shipping date.

10. NOTIFICATION OF DEFECTS

Customer shall notify Copan of visible defects within 8 working days after delivery; in case of nonvisible defects, within 5 working days since detection by Customer; if defects are detected by third parties, within 5 working days since Customer has been notified by such third party. In case of defect occurred in an incident to a patient or user, Customer shall notify Copan without any delay from the third-party notification. In the event that any shipment of Products is not accepted by Customer due to any non-conformity with the Product Specifications, or as a result of a cause occurred prior to the shipping, Customer shall, if so directed by Copan in writing, promptly return the Product or any of its component that was rejected by Customer. Copan and Customer agree that their respective teams shall work together in good faith to promptly review any Product complaints that indicate that the Product is not compliant with Product Specifications. If any

Products are deemed defective by Customer and a complaint is formally entered in Copan's complaint system, Copan shall investigate to verify the existence of the claimed defect. Copan shall provide Customer with a written report on the investigation conducted by or on behalf of Copan within 30 business days from the receipt of the defective samples. Should the investigation need a longer time, a preliminary answer shall be issued during this timeframe. Once established by both Parties that a Product is defective, Copan, at its own discretion, shall, within a reasonable period and soonest possible considering the entity of the complaint, send a replacement shipment of conforming Product, or credit Customer a sum equal to the value of the defective or non-conforming Product.

11. CONFIDENTIALITY

Customer agrees that it shall treat as confidential information all documents and information furnished by Copan relating to the Products, including copies, extracts, reproductions and translations thereof clearly marked as confidential and/or confidential by their nature, whether disclosed orally or in writing or in any other form. Customer expressly agrees not to disclose, directly or indirectly, the confidential information provided by Copan to any third parties (person or entity), unless the prior written consent of Copan has been obtained. Customer may disclose confidential information to its duly authorised representatives, employees, shareholders, management board or affiliates on a need-to-know basis and shall be liable to Copan for any breach hereof by such authorised representatives, employees, or affiliates. Customer expressly agrees not to use Copan's confidential information except as expressly authorised by Copan in writing. It is also agreed that all confidential information shall remain the sole and exclusive property of Copan. Upon Copan's request, Customer shall promptly return to Copan all documents embodying any confidential information.

12. INTELLECTUAL PROPERTY RIGHTS

Each Party retains all rights, title and interest and all proprietary rights in and to its own proprietary materials and information. Copan has obtained and will maintain all the necessary ownership of intellectual property rights, licenses and/or approvals under any applicable laws and regulations for the manufacture, sale, and export of the Products. All intellectual property rights resulting from any work carried out by Copan to adapt the Products to the Customer's or final end-user's needs or at the specific request to Copan, shall belong to Copan. Anywhere such intellectual property is granted protection, Copan reserves the right to take legal action against any party who manufactures, imports, uses, sells, or offers for sale products covered by Copan's patented technology without permission/license from Copan.

13. FORCE MAJEURE

If the full or partial performance of the supply and/or any obligation hereunder is prevented, restricted or interfered with by reason of any cause beyond the control of the affected Party ("Force Majeure Events"), the Party so affected, upon written notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected shall use all reasonable efforts to avoid or remove such cause or causes of nonperformance, and shall continue performance hereunder with all reasonable dispatch when such cause or causes are removed. If the Force Majeure Event prevents, hinders or delays the affected Party's performance of its obligations for a continuous period of more than 90 days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 90 days written notice to the affected Party. In this section Force Majeure Events include, but are not limited to: act of God (such as, but not limited to, fires, explosions, earthquakes,

drought, tidal waves and floods); pandemic, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of a Party or of its subcontractors; or acts or threats of terrorism.

14. EARLY TERMINATION

Customer declares it is aware of the adoption by Copan of the [Organization, Management and Control Model as per Legislative Decree no. 231/2001](#) and undertakes to abstain from conduct that could constitute the potential offences set forth in the Decree (regardless of actual perpetration of the offence and of its punishability). Customer's failure to observe this commitment is considered by Copan as a serious default and grounds for termination of the contractual relationship due to default pursuant to article 1453 of the Italian Civil Code and shall entitle Copan to terminate it with immediate effect.

15. PRIVACY POLICY

Customer declares it has read, understood, and accepted Copan's [Privacy Policy](#), according to art. 13 of Reg. UE 679/2016 concerning the protection of natural persons with regard to the processing of Personal Data. Customer authorizes Copan to process its personal data limited to the use and purposes laid down in the Privacy Policy.

16. APPLICABLE LAW AND JURISDICTION

These GSC shall be governed by and construed in accordance with the laws of Italy. The Parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the court of Brescia, Italy.