

# WARRANTY TERMS

## Scope of Terms

These warranty terms are applied to the warranty, which is granted by Triolab Oy ("Supplier") to its customer ("Customer") in the form of the warranty certificate signed by the Supplier in respect of the device ("Device") delivered by the Supplier to the Customer. Derogation from these terms is only allowed subject to a written instrument signed separately by the Supplier, such as the above referred warranty certificate or a written purchase contract pertaining to the Device ("Agreement"), or an offer made by the Supplier, which has become a Agreement binding on the Supplier. These warranty terms supersede all terms and conditions used by the Customer (such as purchasing terms and conditions or statements in orders), unless expressly agreed otherwise in the above referred written instrument signed separately by the Supplier.

## Scope of Warranty

The Supplier undertakes to repair such defects of the Device which are attributable to manufacturing or material, which are reported by the Customer to the Supplier in writing during the warranty period and the repair of which is a precondition of safe use of the Device and the functioning of the Device according to the specifications of the Device set out in the Agreement. The Customer shall notify and, at the request the Supplier, describe in more detail how the defect occurs.

Warranty repairs are carried out, at the Supplier's discretion, either at the premises of the Customer, or at the premises of the Supplier. Alternatively, the Supplier may, at its discretion, deliver the Customer a replacement device. If necessary, the Customer shall provide the Supplier access to the Customer's premises at the agreed time for performing the warranty repairs. To perform the warranty repair the Customer shall give the Device into the disposal of the Supplier for as long as necessary during the Supplier's normal working hours. If warranty repairs are carried out at the Supplier's premises, the Customer shall deliver the Device to the Supplier for warranty repairs. If the warranty covers the defect, the expenses arising from the delivery of the Device for the warranty repair, as well as the expenses of the return of the Device are paid by the Supplier. Any parts and Devices replaced under the warranty shall be the Supplier's property.

The Customer understands that software programs are not free of defects and the Supplier does not guarantee that any software contained in the Devices is free of defects.

For the sake of clarity, the Supplier does not provide any warranties to reagents, goods, or other products. Their possible warranties are effective in accordance with the warranty terms given by their manufacturers. Such potential warranties are given by the manufacturer of the product in question, and the Supplier is not responsible for their compliance with the warranty commitments.

THE SUPPLIER'S RESPONSIBILITIES AND LIABILITIES, AND LEGAL REMEDIES AVAILABLE TO THE CUSTOMER FOR ANY ERRORS, DEFECTS AND PROBLEMS OF THE DEVICES ARE LIMITED TO THE PERFORMANCE OF THE WARRANTY OBLIGATIONS SET OUT IN THESE WARRANTY TERMS. FOLLOWING THE EXPIRY OF THE WARRANTY THE SUPPLIER'S LIABILITY FOR ANY ERRORS, DEFECTS AND PROBLEMS OF THE DEVICES IS LIMITED TO OBLIGATIONS SET OUT IN A POTENTIAL MAINTENANCE CONTRACT.

TO THE EXTENT NOT OTHERWISE SET OUT IN THESE WARRANTY TERMS, THE DEVICES ARE DELIVERED AS THEY ARE, ON "AS IS" BASIS. THE SUPPLIER GIVES NO OTHER WARRANTIES IN RELATION TO THE DEVICES, SUCH AS A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

## Limitations of Warranty

The warranty covers only defects, which arise in operating conditions specified for the Device in the Agreement or other appropriate operating conditions, and if used correctly. The warranty does not cover defects that are caused from faulty, unclear, or incomplete information provided by the Customer.

The liability of the Supplier is limited in accordance with these warranty terms, and the warranty does not cover any damages potentially caused by the Device to other objects or persons.

The warranty does not cover normal wear and tear, or consumable parts whose normal durability is shorter than the warranty term. The warranty covers only such parts of the Device, which are defective do to fabrication errors. For the sake of clarity, the warranty does not cover any regular maintenance possibly performed on the Device during the warranty period. No new warranty is given to spare parts or replacement devices delivered or installed under the warranty, but the warranty period covering a repaired or replaced Device is the duration of the original warranty period.

The warranty does not cover repairs of such defects, which have been caused by relocation or transport of the Device carried out by the Customer or a third party. The warranty shall expire if the Customer or a third party dismantles the Device.

The warranty does not cover defects, which result from negligent or incorrect use of the Device, such as use of the Device contrary to

operating instructions, failure to carry out the repairs and maintenance procedures defined for the Device, or inappropriate performance of the same, faulty installation or placement of the Device to the operation site contrary (such as installation or placement contrary to operating instructions), or connecting the Device with any product other than a product the compatibility of which was confirmed by the Supplier in writing.

The warranty does not cover defects that are caused as a result of factors or conditions not dependent on the Supplier. Such are, among other things, fluctuation of voltage in power lines or power disruptions, air conditioning problems, accidents, fires, water damage, accidents, thunder, fire, vandalism, or other similar situations.

The warranty does not cover any defects caused in the course of maintenance, repairs or modifications of the Device, if such work is carried out by anyone else than the Supplier or a maintenance services provider authorised by the Supplier in writing.

The warranty does not cover any defects that result from actions of the Customer or third parties, which directly or indirectly affect the functioning or the use of the Device, such as, for instance, structural modifications, or repairs, modifications or upgrading of computer networks, or other repair works or modifications.

If the defect is not covered by the warranty, the Supplier shall be entitled to charge a fee for troubleshooting and repairing the defect in accordance with its pricelist, and a cost-price fee for transport, travel, and other expenses.

## Warranty Period

The warranty period of the Device is twelve (12) months, unless expressly agreed otherwise in written form in the Agreement. The warranty period starts when the Device is delivered to the Customer or the end user (whichever occurs first).

## Limitation of Liability

Under no circumstances will the Supplier be liable for (i) consequential or indirect damages, such as loss of production, loss of turnover, loss of profit, loss of contracts, or loss of use, or compensation payable to third parties; or (ii) loss or alteration of data or any damages caused by the same or costs of cover purchase, even if the Supplier has been advised of the possibility of such damages.

The aggregate maximum liability of the Supplier for and in connection with possible failure to honour this warranty and under and in connection with the Agreement (including price discounts and rebates), shall be twenty percent (20 %) of the purchase price of the Device, without value added tax, paid by the Customer to the Supplier.

## Force Majeure

The Supplier is not liable, if the performance of its obligations is prevented or substantially complicated by a circumstance beyond the Supplier's reasonable control ("Force Majeure"), such as natural disasters, lightning, fire, earthquake, flood, disruptions of power or networks, war, mobilisation of troops, military conscriptions, rebellion or riot, seizure, confiscation, currency restrictions, authorities' orders, restrictions of transport, general shortage of means of transport, goods, or energy, roadblocks, or strikes or other industrial actions, irrespective of whether or not the Supplier is a party to such industrial action. Furthermore, any faults or delays of subcontractors caused by the above referred circumstances constitute Force Majeure.

## Applicable Law and Settlement of Disputes

These warranty terms shall be governed by the laws of Finland, excluding the choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The parties shall first attempt to settle any disagreements arising from these warranty terms by negotiations between the parties, and if within ninety (90) days from the start of negotiations a settlement is not reached, a party may have recourse to the district court of Turku, Finland, to have the dispute settled.