

STANDARD TERMS OF SALE AND DELIVERY – PatoGen Ltd. and/or PatoGen Fish Health Services Ltd. Version 1.1

1. GENERAL

These sales and delivery conditions apply to all deliveries from PatoGen Ltd. and PatoGen Fish Health Services Ltd. (PatoGen FHS) to the Customer, unless otherwise agreed in writing.

2. PATOGEN

The supplier is PatoGen Ltd Mooring, Suite 9, Malin House, European Marine Science Park, PA37 1SZ, UK Company Registered Number SC589547, or PatoGen Fish Health Services Ltd. Courthouse Road, Co. Galway, H91 N9CT Kinvara, Ireland, Company Registered Number 732933, post@patogen.no, telephone: +44 7774 667875, hereinafter referred to as Supplier or PatoGen. PatoGen is an independent provider of services. The company has procedures that aim to perform these services without the influence of conflicts of interest related to ownership, finances, and resources.

3. THE CUSTOMER AND ORDERER

The customer is the company on whose behalf the order is made, hereinafter referred to as the Customer. The Orderer is the person who actually completes the order on behalf of the Customer, referred to in the following as the Orderer. PatoGen assumes that the Orderer has authorization from the Customer to carry out the order.

4. ORDER

Services are ordered in Patolink, PatoGen's customer portal for registering samples and reporting services, or on PatoGen's manual paper form. When using a paper form for services that can be ordered on Patolink, an addition of 10% of the order's total amount (excluding VAT) is calculated to cover additional work. Requests for Services beyond those that can be ordered in Patolink should be sent to sales@patogen.no.

The Orderer is ultimately responsible for all information entered in Patolink, which is entered in PatoGen's order form, as well as sampling and shipment to PatoGen. The order is binding. Customers who want an invoice specified with project number, PO number or contact person must state this when ordering.

5. SERVICES

The currently applicable services provided by www.patogen.no at the time of order are referred to below as "Services". Information about Services is indicative and subject to change. Services beyond what is stated on www.patogen.no can be arranged separately with PatoGen.

6. QUALITY

PatoGen carries out all assignments in accordance with the company's quality system. PatoGen's PCR laboratories are accredited in accordance with NS-EN ISO 17025 "General requirements for the competence of testing and calibration laboratories", with registration number TEST 235.

PatoGen is free to use subcontractors.

7. PRODUCTION AND DELIVERY

PatoGen produces all Services according to the order. PatoGen delivers Services in the form of reports. Reports are made available in Patolink, or, if agreed in writing, in another way. The Services are produced in accordance with relevant laws and regulations. PatoGen uses recognized methods to perform the Services. Among other things, PatoGen publishes reports for accredited analyses, these are official documents, and must not be edited.

In reports where sample material is included, the results are valid only for the samples as received by PatoGen. The results on Services from PatoGen can only be related to the limited material that PatoGen has received.

PatoGen is not responsible for any kind of loss, including financial loss when using the Services, with the exception of losses due to negligence or intent.

If notifiable diseases are suspected, PatoGen is required to inform the relevant authorities. If results give reason to suspect serious/listed disease(s), PatoGen reserves the right to initiate new tests with relevant methods to confirm/deny the result. Such additional services are charged to the Customer. Additional services may result in additional delivery time.

PatoGen's delivery times depend on the Service ordered. For PCR, histopathology and sequencing, PatoGen has standard delivery times as defined in the currently valid price list. PatoGen offers emergency services depending on capacity. Emergency services must be arranged in advance. Urgent services are given priority, for a surcharge. For other Services, the delivery time will depend on the nature of the assignment

8. SOFTWARE

The customer gets access to PatoGen's customer portal Patolink. The Customer is themselves responsible for managing access to Patolink.

PatoGen cannot be held liable for losses arising as a result of missing or incorrect access to the customer portal. PatoGen cannot be held liable for losses that occur as a result of someone's use or misuse of the customer portal or as a result of information in the customer portal going astray or being used for a purpose other than what it was intended for.

9. RESPONSIBILITY OF THE CUSTOMER

The customer is responsible for following PatoGen's Sampling guide (www.patogen.no), and ordering in accordance with point 4 "Ordering".

In order for PatoGen to be able to link answers at fish level, the fish and cage numbers must be the same on sample material that is sent in for all the Services that are requested. Any incorrect or missing information about the Service's origin, fish health status, vaccination status, and other details may lead to missing or incorrect conclusions.

Unless otherwise specifically agreed, the samples are sent/delivered directly to PatoGen Ltd, The Mooring, Suite 9, Malin House, European Marine Science Park, PA37 1SZ., or see the addresses for PatoGen's laboratories www.patogen.no.

PatoGen cannot be held responsible for claims, damages and other liabilities as a result of, or in connection with, incorrect or missing information from the Customer, wrong answers as a result of use outside PatoGen's recommended area of use, claims, damages or other liabilities as a result of or in connection with not recommended use of Services.

10. PRICES

All prices are stated excl. VAT, shipping and packaging.

PatoGen invoices a small order surcharge, on orders defined as small according to the price list currently in force.

Services that entail additional work beyond standard analyses, will be charged with a price supplement based on time used and/or costs incurred.

The prices are fixed in the year of the conclusion of the agreement and are then index-adjusted on 1.1 each year according to the last 12-month change in the United Kingdom Consumer Price Index for PatoGen Ltd, and the Irish Consumer Price Index for PatoGen FHS Ltd.

Prices may change at other times due to significant currency changes and price changes from subcontractors.

Extra travel costs or other direct expenses in connection with the Service will be charged to the Customer, unless otherwise agreed in writing.

11. PAYMENT

Payment terms are net per 14 days from the issued invoice. In the event of late payment, the buyer is charged late payment interest in accordance with Late Payment of Commercial Debts (Interest) Act 1998. PatoGen invoices the Customer in accordance with order. Additional services are billed extra.

12. CONFIDENTIALITY

The Customer and PatoGen have a mutual obligation of confidentiality in connection with the ordering and delivery of Services.

Nevertheless, information and material about prescribed notifiable diseases will be given to the relevant public authority, in accordance with national and/or international regulations.

13. RIGHTS

PatoGen has copyright and property rights, including intellectual property rights, to material and information submitted by the Customer including all analysis results, unless otherwise agreed in writing. The Customer has the right to use all analysis results from their own orders. PatoGen can use anonymised results in research and marketing contexts.

14 COMPLAINTS AND OTHER

Complaints must be made in writing and without undue delay, after the circumstances that justify the complaint have become known to the Customer.

In the event of force majeure, PatoGen is free from any responsibility for missing/delayed delivery which is due to such a force majeure situation and which PatoGen cannot reasonably overcome. PatoGen must inform the Customer as soon as possible in such circumstances.

All sent sampling equipment is invoiced in full.

PatoGen works actively against corruption in business operations and to ensure that corruption does not occur with our partners/suppliers. Our employees are not allowed to accept bribes in any form.

15 CHOICE OF LAW

For all contracts with PatoGen Ltd; The parties submit to the Laws of Scotland and agree that the contract between them shall be governed in all respects by that law.

For all contracts with PatoGen Fish Health Services Ltd; The parties submit to the Laws of Ireland and agree that the contract between them shall be governed in all respects by that law.