

## TERMS AND CONDITIONS OF SALE

### 1 GENERAL

In these Terms and Conditions:

- 1.1 The Buyer means the person, firm, company or any other organizations who or which has ordered Products and/or Services from Cytiva. Cytiva means Hyclone Life Sciences Solutions India Private Limited and all Cytiva group companies referred to in the final written offer, quotation and order acknowledgement or, if none, Cytiva making the supply.
- 1.2 The Contract means the Contract for the sale and purchase of products and/or services between Cytiva and the Buyer as may be further evidenced by Cytiva's final written offer, quotation or order acknowledgement and no prior proposals, statements, representations or conditions will be binding on either party.
- 1.3 The Equipment means all electronic equipment, hardware or other electronic or medical items, agreed to be supplied by Cytiva, excluding any consumables and spare parts sold separately.
- 1.4 The Goods mean all items agreed to be supplied by Cytiva other than the Equipment and Software.
- 1.5 The Services mean all advise given and services performed by Cytiva; and
- 1.6 The Software means any firmware, software or data compilations (i) Identified in the Contract or (ii) provided to Buyer by Cytiva in connection with installation or operation of the Equipment. For the avoidance of doubt, Software shall not include any "open source" firmware, software or data Compilations, as any such "open source" firmware, software or data compilations will be subject to the Terms and Conditions set out in the relevant "open source" license
- 1.7 These Terms and Conditions shall be incorporated into the Contract and shall apply to the exclusion of any conditions of the Buyer. These Terms and Conditions may not be varied or waived except with the express written agreements of Cytiva. The Failure of Cytiva to enforce its rights under the contract at any time, for any period of time shall not be construed as a waiver of any rights

### 2 PRICES AND QUOTATIONS

- 2.1 The price of the Products and/or Services will be Cytiva's quoted price, exclusive of any duties, value added taxes, sales tax, octroi / any other levies or taxes. All quotations issued by Cytiva for the supply of Products and/or Services shall remain open for acceptance for the period stated in the quotation or, if none is stated, for sixty (60) days. In all other cases, price payable are those currently in effect in Cytiva's then current pricelist, which does not include charges for handling, freight, packaging, insurance

All orders in US \$ should be placed directly on:

Global Life Sciences Solutions  
Singapore Pte. Ltd.  
1, MARITIME SQUARE  
#13-01, HARBOUR FRONT CENTRE  
SINGAPORE - 099253  
TEL : 0065 6291 8528  
FAX : 0065 6291 7006

With a copy to us for our local follow up.

All Orders in Indian Rupees should be placed on:-

Hyclone Life Sciences Solutions India  
Private Limited  
7th Floor, Summit, Tower B  
73/1, Brigade Metropolis,  
Whitefield Road Garudacharpalya  
Bangalore - 560048.  
Karnataka.

### **3 PAYMENT**

- 3.1 As mutually decided between the Parties, and stated in the quotation, else,
- 3.2 For US \$ Orders, more than \$ 10,000/- payment is to be made by 100% at sight by confirmed irrevocable letter of credit in favour of Global Life Sciences Solutions USA LLC A copy of Letter of Credit had to be sent to us on receipt from bank.
- 3.3 All bank charges inside India are to the account of opener, while charges outside India are to the account of Beneficiary.
- 3.4 For Indian Rupee orders, 100% payment in advance by way of Demand Draft in favor of; Hyclone Life Sciences Solutions India Private Limited payable at Bangalore for the total value of the order inclusive of sales tax.
- 3.5 Clause 3.4 above will not apply for payments less than Rs.50,000. All payments below Rs.50,000 can only be made by the way of Account Payee cheques or by wire transfer to our bank account.
- 3.6 In the event of a late payment Cytiva reserves the right (i) to suspend deliveries and/or cancel any of its outstanding obligations; and (ii) to charge interest at the lower of (a) an annual rate equal to 12% and (b) any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment

### **4 TAXES, CUSTOM DUTIES, EXCISE AND LEVIES.**

- 4.1 In case of US \$ Orders, prices include such taxes as are specified in the purchase order. Any other taxes and levies as applicable shall be paid by the Buyer, unless the Buyer provides Cytiva with the relevant and valid Tax Exemption Certificate or other documents which are acceptable to the concerned taxing authorities in India. The Buyer shall provide the said certificates or documents to Cytiva, forty-five (45) days in advance before the shipment is made. The Buyer agrees that the price given in the purchase order is based on the effective rate of duty prevailing on the date will be to the Buyer's account
- 4.2 For Rupee Orders – Appropriate tax structures will be mentioned while submitting our quotation. Freight and Transit insurance cost is included in the quoted price.
- 4.3 Entry tax, local levies or similar cess, shall be to the account of the Buyer and the Buyer shall pay the same at actuals, directly to the concerned authorities. The price quoted shall not include such entry tax/ local levies/ cess
- 4.4 Cytiva is not responsible in providing local rates of Custom Duty to be payable to the Government of India. It is the responsibility of the Buyer to keep themselves updated on the prevailing rates of such custom duties and any changes that occurs due to changes in national fiscal budget from time to time.

### **5 IMPORT LICENSE**

- 5.1 Import License: Some Products like filtration equipment's, filter cartridges, Wave Bioreactors, etc. may require Export Licenses from US Government and / or regulatory authorities in the United States of America, Europe or elsewhere. These licenses are 'applied for' by us on the basis of end user' statement in the prescribed format by the buyer regarding the purported intent of using these equipment's /consumables. The delivery of these therefore would be subject to the grant of an appropriate export license by these Government / regulatory authorities. Cytiva shall not be responsible for any delay or annulment of the delivery caused by delay, denial withdrawal or other obstacles related the necessary authorization.
- 5.2 In few cases, some customers may fall under the category of DPL (Denied Party List) which is prepared by the US and / or Europe Governments from time to time. Sale and delivery to such customers irrespective of the product category may be governed by the same export license issues as listed in point 5.1 above.

### **6 CHANGES AND RETURNS.**

- 6.1 Cytiva reserves the right, subject to prior written notice, to make any change in the specifications of the Products, which does not materially affect the installation, performance or price thereof.
- 6.2 Products may only be returned with prior authorization from Cytiva.

## 7 DELIVERY/INSTALLATION/ ACCEPTANCE

- 7.1 Any term of delivery shall be construed according the latest edition of Incoterms. If no other term of delivery has been specified in the Contract of the Products will be delivered to the agreed destination.
- 7.2 Insurance and Freight charges indicated on the quotations are estimates only and we will be charged at actuals. Insurance cover will be from Warehouse to Warehouse i.e., from Cytiva Warehouse to Customer Warehouse.
- 7.3 IMPORTANT- The CIP charges mentioned in our offer is applicable, only when the consignment is being shipped through our own freight forwarders at Singapore. We will not be in a position to accept orders under CIP basis, if Customers freight forwarders are to be adopted.
- 7.4 As far as possible please allow our Singapore office to utilize their own official forwarders. By this method we can inform the shipping details at least 3-5 days in advance. If you nominate your own forwarder to ship the cargo, our Singapore office will be advising the shipping details only on receipt of the same.
- 7.5 Customs Clearance has to be done at Buyer's end. All charges such as clearing agent's fees, demurrage, customs duty, Octroi if any, and all other expenses as applicable will be to Buyer's account.
- 7.6 Where delivery to any product is subject to the grant of an export license or other governmental Authorization, Cytiva shall not be responsible for any delay or annulment of the delivery caused by delay, denial, withdrawal or other obstacles related to necessary authorization.
- 7.7 Partial deliveries shall be permitted. If the Buyer fails to accept delivery of the Products within reasonable period after receiving notice from Cytiva that they are ready for delivery. Cytiva may dispose of or store the Products at the Buyer's expense.
- 7.8 Cytiva will use all reasonable endeavors to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be sufficient cause for cancellation, nor will Cytiva be liable for any loss or damage due to delay in delivery.
- 7.9 The Buyer shall notify Cytiva in writing within Five (5) working days of delivery, any short delivery or defects reasonably discoverable on careful examination. Cytiva's sole obligation shall be, at its opinion, to replace or repair any defective Products or refund the purchase price of any undelivered Products
- 7.10 Where the Equipment requires installation, the Buyer shall be responsible at its own cost for making the price where the equipment will be located ready for installation in accordance with Cytiva's instruction. Installation will not begin unless such responsibilities are completed. The Buyer should have adequate provision of infrastructure, power etc. as per the specifications of the Equipment to be supplied.
- 7.11 Following installation and where applicable, Cytiva will proceed with final testing using Cytiva's published performance specification and using its standard instruments and procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the above specifications (with any permitted variations/tolerances) Cytiva may issue an installation Test Record, if applicable, which shall be conclusive evidence of such compliance and thereupon installation of the Equipment shall be deemed to be complete and in compliance with Cytiva's obligation under the Contract. In any event the Buyer agrees that the Equipment is accepted seven (7) days after the date on which Cytiva notifies Buyer that final testing was successfully completed, or issues the Installation Test Record or (iii) on the date the Buyer first uses the Equipment for operational use, whichever is earlier
- 7.12 Buyer, at its reasonable request, shall be entitled to be present at and the witness the testing and shall not be entitled to raise any objection to testing carried out, or to the results thereof, if Buyer failed to attend when advised that testing was to take place
- 7.13 When products are supplied by Cytiva is returnable containers, these must be returned at the Buyer's expense and in good condition, if requested by Cytiva. Title to these containers shall remain with Cytiva at all times, but they shall be held at the risk of the Buyer until returned to Cytiva. Failure by the Buyer to comply with the above provision shall entitle Cytiva to invoice the Buyer for the Full replacement value of the containers

## **8 RISK AND TITLE.**

- 8.1 The risk of loss and damage to the Products shall transfer to Buyer in accordance with agreed delivery term. In relation to any equipment used for clinical or diagnostic purposes, the Buyer shall keep adequate written records of the identity of any person or entity whom the Equipment has been transferred and the location of such Equipment is subject to the same requirement in respect of any onward sales
- 8.2 Insurance Claims- Applicable only when the contract is under CIP terms-
  - 8.2.1 Any damage or missing consignment/ claim should be reported in writing, within three days after arrival of consignment at airport to the local agent for Foreign Insurance Company with a copy to us
  - 8.2.2 Any damaged or short-shipped items should be reported to local agent of the Foreign Insurance Company by you with a copy to us within seven days after arrival of goods at your premises
  - 8.2.3 We shall assist you in following up with the insurance company concerned, but any unsettled amount/claim with the insurance company is your responsibility and to your account
  - 8.2.4 In case of FCA shipments, the buyer has to arrange insurance on their own.

## **9 SERVICES**

- 9.1 Where Cytiva is to provide Services, the Buyer's shall ensure adequate and safe facilities at their premises and that Cytiva is properly notified of any relevant regulations
- 9.2 If the Buyer has purchased a Product or Service including remote access support, the Buyer shall permit Cytiva to connect to the Products by remote access as may be beneficial to the performance of maintenance or repair activities as part of Cytiva's warranty obligations or otherwise. This may include automatic software downloads and proactive monitoring and access to performance data related to the products to gather and use products and resource usage data in various ways such as product development, quality initiatives, benchmarking and reporting services. The data collected by Cytiva will be used, during and after the terms of this contract in accordance with all applicable laws and regulations and in a manner that will main confidentiality
- 9.3 Unless and otherwise stated, Installation Qualification/ Performance Qualification/ Operation Qualification does not form a part of the standard equipment or service agreements. The same will have to be purchased separately if required

## **10 RESTRICTED USE**

- 10.1 With respect to certain Products, use restrictions are a condition of the purchase, which Buyer must satisfy by strictly abiding by the restriction as set forth in Cytiva's catalogue and/or on the Product and/or accompanying documentation. Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of the Products. Any warranty granted by Cytiva to the Buyer shall be deemed void if any Products covered by such warranty are used for any purpose not permitted hereunder. In addition, the Buyer shall indemnify Cytiva and hold Cytiva harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Cytiva suffers or incurs by reason of any such unintended use
- 10.2 With respect to Products regulatory approved for clinical and medical treatment and diagnostic use, any decisions relating to such treatment and use shall be at the risk of the Buyer and the respective healthcare providers

## **11 GENERAL WARRANTY**

- 11.1 Section 11.2 – 11.5 shall apply in the event no other specific warranty has been agreed in the Contract. As regards any Equipment covered by a warranty issued by third party manufacturers, such warranty terms shall apply to the exclusion of Section 11.2 – 11.5.
- 11.2 Goods – Cytiva warrants that its Goods meet Cytiva's specifications at the time of delivery. All warranty claims on Goods

must be made in writing within ninety (90) days of receipt of the Goods. Cytiva's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair, replacement or refund at the sole option of Cytiva.

- 11.3 Warranty for instruments / Equipment's will be for 15 months from the date of shipment or 12 months from the date of installation whichever is earlier. During this period, we will rectify either by repair or by replacement any defect of materials or workmanship provided that such defect developed under normal and proper use of the equipment. This is applicable only for Instruments/Equipment's. Upon receipt of replacement, the damaged goods, should either be re-exported by the buyer (or) should be handed over to us.
- 11.4 Replacements if any, under warranty period will be shipped to customers directly, and all expenses related to this import such as customs duty, clearance charges etc., will be to customer account only.
- 11.5 Software – Cytiva warrants, for a period, which is the longer of:-
- 11.5.1 Three (3) months from the date of delivery, or
- 11.5.2 In the event the Software is intended to be installed and run on Cytiva's Equipment of its own manufacture, twelve (12) months from the date of delivery that the Software substantially conforms to its published specifications and the media on which the Software resides will be free from defects in materials and workmanship under normal use and any claim shall be submitted in writing within such period. Cytiva does not warrant that the Software is error free or that Buyer will be able to operate the Software without problems or interruptions. Cytiva's sole liability and Buyer's exclusive remedy in the event of breach of this warranty is limited to repair, replacement or refund at the sole option of Cytiva.
- 11.6 Services – Cytiva warrants that all Services will be carried out with reasonable care and skill. Cytiva's sole liability for breach of this warranty shall be at its option to give credit for or re-perform the Services in question. This warranty shall only extend for a period of sixty (60) days after the completion of the Services and any claim shall be submitted in writing within such period.
- 11.7 To the maximum extent permitted by applicable law Cytiva hereby expressly disclaims, and Buyer hereby expressly waives, any warranty regarding results obtained through the use of inaccurate, invalid or incomplete results. All other warranties, representation, terms and conditions (statutory, express, implied or otherwise) as to quality, condition, description, merchantability, fitness for purpose or no infringement (except for the implied warranty of title) are hereby expressly excluded. Cytiva shall not be liable and responsible to provide any services under warranty caused due to damage by improper use, faulty power supply and/or inappropriate environmental conditions such as temperature, humidity, air quality etc. Standard warranty is exclusive of consumables, lamps and glassware.
- 11.8 Unless expressly agreed, Cytiva is not obliged to carry out dismantling or re-installation of any Product in connection with any warranty claims.
- 11.9 Warranty on purchased spare parts would be for a period of sixty (60) days.
- 11.10 End of Equipment Life- the future availability of service support, whether under a service contract or on an hourly- billed basis, and spare parts for Cytiva equipment's will be subject to Cytiva's end of product life programs.

## 12 LIMITATION OF LIABILITY

- 12.1 Cytiva shall have no liability under the warranties contained in Section 9 in respect of any defect in the Product arising from: specifications or materials supplied by the Buyer; fair wear and tear; willful damage or negligence of the Buyer or its employees or agents abnormal working conditions at the Buyer's premises; failure to follow Cytiva's use restrictions or instructions (whether oral or in writing); misuse or alteration or repair of the Products without Cytiva's approval; or if the Buyer is in breach of its payment obligations under this Contract
- 12.2 Subject to any express obligation to indemnify, neither party shall be liable for any indirect or consequential, or punitive damages of any kind from any cause arising out of the sale, installation, use or inability to use any Products or Service, nor for, without limitation, loss of profits, goodwill or business interruption
- 12.3 The total liability of Cytiva arising under or in connection with the Contract, including for any breach of contractual obligations and/or any misrepresentation, misstatement or tortious act or omission (including without limitation, negligence and liability for infringement of any third party intellectual property rights) shall be limited to damages in an amount equal to the amount paid to Cytiva under the Contract
- 12.4 The exclusion of liability in these Terms and Conditions shall only apply to the extent allowed according to applicable law

## 13 INTELLECTUAL PROPERTY

- 13.1 Where the Buyer supplies designs, drawings and specifications to Cytiva to enable it to manufacture non-standard or custom made Products, the Buyer warrants that such manufacture will not infringe the intellectual property rights of any third party
- 13.2 All intellectual property rights and/or services shall at all times remain vested in Cytiva or its licensors
- 13.3 Third Party Contents and Links- Cytiva may provide third party content or links to third party content. Cytiva shall not be held responsible for these contents and may remove any such content at any time. The terms and conditions of use of such policies applicable to such content are determined solely by the third party, and not by Cytiva

## 14 HEALTH, SAFETY AND ENVIRONMENT

- The Buyer shall ensure that
- 14.1 The Products (provided such Products comply with its specifications) are suitable and safe for the Buyer's intended use.
- 14.2 The Products are handled in a safe manner.
- 14.3 Containers, packaging, labeling, equipment and vehicles, where provided by the buyer, comply with all relevant national and international safety regulations.
- 14.4 The Equipment offered could be damaged by dust and extreme changes in temperature and humidity, and Cytiva shall not be liable for damage caused by the same. The operating environment should be controlled to achieve the ambient conditions reproduced in the product data sheets and product catalogues, which needs to be strictly followed by the Buyer.

## 15 INDEMNITIES

- 15.1 Except where a claim arises as a direct result of the negligence or breach of contract of Cytiva, the Buyer shall indemnify Cytiva in respect of any claim, which may be made against Cytiva.
- 15.1.1 Arising in connection with the Buyer's unintended use of the Products.
- 15.1.2 Alleging that the Buyer's use of the Product infringes the intellectual property rights of any third party.

## 16 INSOLVENCY

In the event that the Buyer becomes insolvent or applies for bankruptcy or being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), Cytiva shall be entitled immediately to terminate the Contract without notice and without prejudice to any other rights of Cytiva hereunder

## 17 FORCE MAJEURE

- 17.1 A party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment.
- 17.2 If an event of force majeure exceeds one (1) month a Party may cancel the Contract without liability.

## 18 SOFTWARE LICENSE

Unless a separate software license agreement has been concluded concerning the Software, the Buyer is hereby granted a non-exclusive license to use the Software solely in object code format and solely for its own internal business purposes

subject to the terms contained herein. The Buyer shall not (i) use the software for purposes other than those for which it was designed; (ii) use the Software in connection with other manufacturer's products unless such connectivity is authorized in the Product documentation; (iii) grant, assign, transfer or otherwise make available to third parties any right whatsoever in the Software; (iv) disclose to third parties any information contained in the Software; (v) copy or reproduce the Software (except for one copy for back-up purposes or as may otherwise be permitted by applicable law); (vi) alter or modify the Software; or (vii) reverse engineer, decompile, disassemble or create any derivative works based upon the Software except as expressly permitted by mandatory law.

## 19 EXPORT CONTROL

The Buyer undertakes not to re-export the Products without the requisite export license from the relevant body of the United Nations or other similar international organizations, the United States Government, the country of origin or the original country of export. The requirement to obtain a license may vary depending on the country of destination, the end user, the end use and other factors. Upon request from Cytiva the Buyer shall furnish Cytiva with copies of all documents relating to such re-export

## 20 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT ("WEEE")

- 20.1 Where the Buyer sells, disposes of or otherwise transfers the Equipment to any third party and where this would unreasonably increase the cost of the collection, treatment or recycling of the Equipment for Cytiva under applicable WEEE legislation, Buyer shall be liable to Cytiva and indemnify Cytiva for such increased costs.
- 20.2 Should the Equipment that Buyer acquires from Cytiva be Equipment, which is intended to replace on a 'like for like' – basis, any item of Buyer's existing equipment (e.g. the new Equipment is of an equivalent type or is fulfilling the same function as Buyer's existing equipment). Buyer must in respect of such existing equipment have clearly indicated to Cytiva the following: the brand, type, age, condition, current use and the exact location and all other relevant information. In the event Buyer has not complied with such obligations. Cytiva may charge Buyer such reasonable additional fees to reflect any related obligations it may have under national legislation regarding the recycling, reuse and/or disposal of such existing equipment and related costs it may incur.
- 20.3 Unless the relevant mandatory national legislation provides otherwise, or unless otherwise agreed in writing. Cytiva's obligation does not include without limitation, creating of physical access to the equipment; de-installation; decoupling; disinfecting; craning/lifting; transportation to a ground level loading area or ramp; packing; or any related similar activities; and Buyer agrees to perform such activities at its own cost as and when required

## 21 SECURITY

Cytiva is not responsible for: (i) securing Buyer's network; (ii) preventing unauthorized access to Buyer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Buyer by Cytiva. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK, PRODUCT OR SOFTWARE AS A SERVICE IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

## 22 CANCELLATION CLAUSE

- 22.1 If Buyer cancels an order without Cytiva's prior written consent, Cytiva shall be entitled to forfeit and retain as credit towards the cancellation charge and as re-imburement of expenses incurred by Cytiva toward transportation, taxes, duties, levies, charges, Insurance, freight etc., till the date of cancellation of the Purchase Order, any and all payments received as 'advance payments' from Buyer. This right includes the right to deduct such amounts from any Letter of credit /Bank Guarantee given by Buyer. In addition, in the event of any cancellation for products requiring site evaluation services by Cytiva or Cytiva's representatives, Buyer will pay our reasonable charges for such site evaluation services performed prior to cancellation and Cytiva retain its right to claim such further payments for the unilateral cancellation. The cancellation charges also include the production cost of any custom configured product as per the purchase order, incurred till the date of cancellation.
- 22.2 In case of Payment on Cash on Delivery ("COD") Basis, Cytiva shall treat the purchase order as cancelled by the Buyer, if Buyer fails to take delivery of the equipment within forty-five (45) days from the date of our invoice. In the event of such cancellation, the advance amount paid by you shall be adjusted against the freight and tax liabilities which we incur on

account of transportation of the Equipment.

## 22 OPENING LETTER OF CREDIT

22.1 Name and address of beneficiary-  
Global Life Sciences  
Solutions Singapore Pte. Ltd.  
1, MARITIME SQUARE  
#13-01, HARBOUR FRONT CENTRE  
SINGAPORE – 099253  
TEL : 0065 6291 8528  
FAX: 0065 6291 7006

22.2 Name and address of bankers :-

### FOR L/C ORDERS.

SKANDINAVISKA ENSKILDA BANKEN AB (publ),  
SINGAPORE BRANCH  
50 COLLYER QUAY #12-03  
OUE BAYFRONT,  
SINGAPORE 049321  
Swift Code: ESSESGSG  
A/C No. 0858464013 (US\$)

### FOR ADVANCE PAYMENTS / CAD / SD

CITI BANK NA  
8, MARINA VIEW, #16-01  
ASIA SQUARE TOWER 1  
SINGAPORE - 018960  
SWIFT CODE : CITISGSG  
A/C.NO. 0858464013 (US\$)

- 22.3 Letter of Credit should be valid for 90 days for shipment and 21 days after shipment for negotiation of documents.  
22.4 Letter of credit is required to be confirmed and irrevocable and to be 100% at sight.  
22.5 All Bank charges inside and outside India, are to the account of opener.  
22.6 Trans-shipment and partial shipment should be permitted  
22.7 Port of shipment shall be Singapore, and at times, we may request Sweden also to be incorporated.  
22.8 Country of origin should be Sweden / United Kingdom / United States of America.  
22.9 Letter of Credits ("L/C") should clearly indicate details of shipping documents to be sent along with consignment  
22.10 Important L/C contents should allow (a) re-export certificate or origin issued from General Chamber of Commerce, Sweden and (b) House airway bill is to be accepted  
22.11 L/C to be opened by telex/ cable to overseas bankers and a copy should be sent to Cytiva for local follow up.

## 23 TESTING AND CERTIFICATION

The Buyer has to provide any Government license, permits and approvals needed for installation and use of the products. Cytiva shall complete final testing using appropriate Cytiva performance specifications, instruments and procedures. Cytiva shall file any required reports relating to Cytiva installation activities.

## 24 NON-LISTED EQUIPMENTS

- 24.1 Cytiva shall not install, test, certify or provide Cytiva's own software license or warranty for Equipment's, which are not listed, in Cytiva's catalogue or price pages at the time of sale. The Buyer should fully review Cytiva's Equipment and price catalogue prior to placing an order in order to confirm the non-listed products.  
24.2 Cytiva will provide back-to-back warranty terms as offered by the supplier of the non-listed products.  
24.3 The non-listed Equipment's are not covered by Cytiva's manufacturing/ verification system and hence shall not be covered by the applicable quality system approval certificate.  
24.4 Warranty for local supplies, including but not limited to PC, printers etc., should be in accordance to the warranty period



offered by the manufacturer(s) of the said supplied and Cytiva warranty period for equipment's for two (2) years shall not be applicable to these supplies.

## **25 CONFIDENTIAL INFORMATION**

- 25.1 The Equipment pricing, terms of sale and other information contained in Cytiva's quotation or order confirmation or disclosed by Cytiva pursuant to this Contract is confidential. The Buyer shall not disclose such pricing, terms and other information to any other party without Cytiva's prior written approval. Cytiva reserves the right to enforce these confidentiality restrictions against any party who wrongfully discloses, receives and/or further disseminates Cytiva's confidential information.
- 25.2 The Buyer shall use the information and related materials solely in accordance with this Contract and in accordance with applicable law.

## **26 DISPUTE RESOLUTION AND GOVERNING LAW**

- 26.1 This Contract shall be governed by and construed in accordance with the substantive laws of India and the parties hereby submit to the non-exclusive jurisdiction of the courts of India, Bangalore.
- 26.2 Any dispute or claim, which may arise between Cytiva and the Buyer out of or in relation to the Contractor for breach thereof, shall, if possible, be decided amicably. Failing which, the same shall be finally and exclusively settled by Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. A sole arbitrator, mutually appointed by both parties, shall conduct the arbitration, venue of which shall be Bangalore.

## **27 PRODUCT SPECIFIC TERMS AND CONDITIONS**

Additional terms and conditions govern the sale of certain products and Services. These additional terms and conditions are available from the sales office of Cytiva and shall take precedence in the event of any inconsistency with these Terms and Conditions.

## **28 TRANSLATIONS AND LOCAL VARIATIONS**

Translations of these terms and conditions are available from the sales offices of Cytiva. In some territories, local variations to these Terms and Conditions may apply. If so, such variations shall take precedence in the event of any inconsistency with these Terms and Conditions.