

The conditions below describe the terms and scope of the free extended warranty.

The free extended warranty is a limited time offer which is applicable only with the new purchases made on any of the complete systems listed below between September 1st, 2021 – December 31st, 2021:

- 01-0000-02 AMPTS[®] II complete system
- 12-0000-02 Gas Endeavour[®] complete system
- 03-0000-02 BioReactor Simulator[®] complete system
- 02-0000-02 AMPTS[®] II Light complete system

The free extended warranty provides an additional 24 months warranty (a total of 36 months warranty together with the standard warranty period of 12 months) on the main parts (i.e. detection unit and motor system) of the above listed complete systems provided that they were purchased between September 1st, 2021 – December 31st, 2021.

INFORMATION ABOUT US

1. This warranty is provided to the customer (you, our) by BPC Instruments AB, trading as BPC Instruments. We are a company incorporated in Sweden with organization number 556687-2460 and our registered office address is at Scheelevägen 22, 223 63, Lund, Sweden.

THE CONTRACT BETWEEN YOU AND US

2. After confirming the order with the free extended warranty you will receive an e-mail or letter from us confirming that we have received your order. The contract for the extended warranty between you and us (contract) will only be formed when we send you this confirmation.

3. You agree to be bound by the terms and conditions set out herein in respect of the extended warranty you have purchased.

4. By entering this contract, you warrant that you are legally capable of entering into binding contracts.

DURATION AND PRICE

5. Subject to conditions set in this contract, we will rectify defects affecting the instrument which are clearly attributable to material and/or manufacturing faults, provided they are reported immediately after being identified, and within 12 months of the date of purchase (standard warranty period) and for a further period of 24 months from and including the date after the last day of the standard warranty period (extended warranty period) (together the warranty period).

6. Warranty provision for the standard warranty period will be free of charge.

7. Warranty provision for the free extended warranty period (24 months) will also be free of charge if the complete system have been purchased between September 1st, 2021 and December, 31st 2021.

SCOPE OF THE WARRANTY

8. Service may not be available to all countries. Please contact our customer support department.

9. The warranty does not extend to:

- a. Fragile items such as glass or consumable items.
- b. Minor variances from nominal features of no significance to the appliance's value or fitness for purpose.
- c. Damage caused by the chemical or electrochemical effects of water, and
- d. Exceptional environmental conditions, inappropriate operating conditions, or the appliance having come into contact with unsuitable materials.

10. This warranty does not apply to loss or damage outside of our reasonable control, such as transport damage for which we are not responsible, improper installation and assembly, improper use, use within a non-laboratory environment, poor maintenance or failure to observe operating or assembly instructions.

11. We reserve the right to invalidate this warranty:

- a. If repairs or other interventions are performed by persons not authorised by us to take such action, or if our instruments are fitted with non-original spare parts, extras or accessories, or
- b. In the event of physical or verbal abuse towards any member of our staff.

12. We will decide whether rectification of defects will take the form of a repair or the replacement of the appliance.

13. Some instruments that can reasonably be transported or posted may need to be returned or shipped to our customer service centre for repair. We will bear the costs of such transportation. Replaced parts pass into our ownership.

14. Where we supply a replacement instrument we reserve the right to charge an appropriate monetary offset in respect of the period of proper and uninterrupted use already enjoyed.

15. Services provided under warranty neither extend the warranty period nor commence a new warranty period. The warranty period for spare parts fitted ends with the expiry of the warranty period of the instrument.

LIMITATION OF LIABILITY

16. If we fail to comply with these terms and conditions, we shall only be liable to you for the price paid for the extended warranty and, subject to condition

17. Nothing in this agreement excludes or limits our liability for:

- a. Death or personal injury caused by our negligence.
- b. Fraud or fraudulent misrepresentation.
- c. Defective products under the Consumer Protection Act 1987, or
- d. Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

GENERAL TRANSFER OF RIGHTS AND OBLIGATIONS

18. The contract between you and us is binding on you and us.

19. You may not transfer, assign, charge, or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.

20. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during the term of this contract.

EVENTS OUTSIDE OUR CONTROL

21. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control (force majeure event).

22. A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of public or private telecommunications networks, and
- f. The acts, decrees, legislation, regulations or restrictions of any government.

23. Our performance under this contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under this contract may be performed despite the force majeure event.

WAIVER

24. If we fail, at any time during the term of this contract, to insist upon strict performance of any of your obligations under this contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

25. A waiver by us of any default will not constitute a waiver of any subsequent default.

26. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you.

27. Severability: If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

28. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of this contract.

29. We each acknowledge that, in entering into this contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

30. Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

31. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of this contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

32. Variation to these terms and conditions: We may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder. Any such changes will be notified to you as soon as is reasonably practicable.

GOVERNING LAW AND JURISDICTION

Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by Swedish law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the jurisdiction of the courts of Sweden.