Terms & conditions on after-sales Service

The terms & conditions as set forth herein ("Terms and Conditions") shall apply to all current and future after sales services ("Services") provided by Fluicell AB ("Fluicell"). These Terms & Conditions shall apply if no other agreement regarding the subject matter herein has been entered into between the parties. Further, Terms and Conditions herein shall only apply to Services on a product which has been sold directly by Fluicell ("Product"). If a Product has not been sold directly by Fluicell, please contact the distributor located in your geographical area for provision of any after-sales services.

Warranty. The warranties provided by Fluicell are, subject to any applicable amendments agreed on between the parties, presented below as a reminder.

Abstract of the *General Terms and Conditions of Sale*:

Section 8 "*Seller warrants and represents that the Product is at delivery free from defects in design, materials and workmanship and conform to any specifications provided for one (1) year. A Product is considered defective only if it is not compliant with the specifications thereof. The Warranty is limited to the repair or replacement of the Products which are determined to be defective through inspection and evaluation by Seller or a representative designated Seller. This Warranty shall be null and void if the Product is found to have been damaged due to misuse or mishandling, or any unintended use. This Warranty shall not apply to normal tear and wear.*

Shipping the Product to Seller for return or repair and/or replacement will be the responsibility of Buyer unless otherwise agreed in writing by the parties. Shipping the Product back to Buyer after repair or replacement will be the responsibility of Seller. Any unauthorized repair or alteration of the Product will void this Warranty in its entirety. Except as provided in this section, Seller makes no representation or warranty of any kind, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. For the avoidance of doubt, Seller is not responsible for any warranty Buyer provides to its customers which deviates from this section."

1. Contact. Any customer who wishes to receive Services from Fluicell shall send the After-Sales Form duly completed together with a fair description of the defect(s) to the email address: info@fluicell.com. The Product should be shipped in the original packaging to the address: Fluicell AB, Arvid Wallgrens Backe 20, 413 46 Gothenburg, Sweden.

2. Compulsory Law – Applicable compulsory law (e.g. consumer protection law) shall prevail over the Terms and Conditions in case of any inconsistency or conflict.

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3. Services within Warranty

3.1. Costs for Services

If the Product is considered to be eligible for Services with Warranty, Fluicell will provide Services free of charge unless otherwise expressly provided herein.

3.2. Shipping

Shipping the Product to Fluicell for return or repair and/or replacement will be the responsibility of customer. Shipping the Product back to Buyer after repair or replacement will be the responsibility of Seller.

3.3. Warranty of Services

The provision of Services shall not renew the original Warranty period applicable to the serviced Product. If a defect arises in a replacement part or a replacement Product during the rest of Warranty period, Fluicell will, at its option, either (a) re-perform Services on the Product, or (b) repair or replace the replacement part or the replacement Product, using parts or Products that are new or equivalent to new in performance and reliability. If a defect arises in a replacement part or a replacement Product after the original Warranty period, Services may be provided in accordance with the provisions of Section 4 below.

4. Service outside Warranty

4.1. Costs for Services

If the Product is considered to be serviceable however outside the scope of Warranty, at the customer's request and costs, Fluicell may provide the customer with a quotation for its Services stating the content and the costs of Services which are needed to be carried out in order to remedy the defects in the Product.

4.2. Shipping, insurance, etc.

Any expenses and risks arising from transporting the Product for maintenance, repair or overhaul by Fluicell shall be borne by the customer unless otherwise agreed in writing by the parties. At the customer's request and costs, Fluicell may arrange for insurance against damage or loss of the Product in transit by reason of theft, breakage, fire and the like.

During the course of Services at Fluicell's site, Fluicell provides no insurance against and is not liable for, any damage or loss of the Product due to e.g. fire, water, storms, machine breakage and the like, unless such insurance is expressly requested and paid for by the customer in advance.

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4.3. Warranty of Services

Fluicell represents and warrants that Fluicell will perform Services pursuant to the provisions of these Terms & Conditions and in a workmanlike manner. In the event that Services are, according to Fluicell, defective, Fluicell will, to the exclusion of any further claims of the customer, be obliged to remedy the defect. No other representations or warranties, express or implied, have been provided by Fluicell.

5. General Clauses applicable to all Services

5.1. Costs for inspection. Fluicell may charge the customer an inspection and evaluation fee (including shipping costs) if,

i. customer's Product does not fall within Warranty as claimed;

ii. customer's Product does not require any Services;

iii. Services cannot be performed because e.g. the serial number has been altered, defaced or removed; or

iv. the Products are not serviceable due to any other reasons, e.g. the product is beyond repair.

5.2. Replacement parts and replacement products

When servicing the customer's Product, Fluicell may use parts or Products that are new or refurbished and equivalent to new in performance and reliability. Fluicell will retain the replaced part or Product that is exchanged during Services as its property, and the replacement part/Product will become the customer's property. If mandatory law requires Fluicell to return a replaced part/Product to the customer, the customer shall pay Fluicell for the retail price and the shipping costs of such replacement part/Product.

5.3. Services at customer's site

Services shall be provided at the Fluicell's premise unless otherwise agreed on. In the event that the parties agree on that Services will be provided at the customer's site, the provisions of this sub-section 5.4 shall apply.

i. customer shall provide, to the extent necessary and at his own risk and expense, assistant staff, and, if so agreed, tools, devices with operating staff as well as all materials and equipment necessary for due performance of Services;

ii. customer shall provide Fluicell's staff with a dry and lockable room for the storage of delivery parts, tools, clothes and the staff's personal belongings;

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iii. Fluicell shall not be liable for any damage caused by the customer's assistant staff, unless the respective damage is due to Fluicell's instructions;

iv. In the event that any of Fluicell's materials, tools or devices are damaged or destroyed at the customer's work-site, the customer shall be liable for such damage or loss to the extent to which the customer is responsible for the damage or loss occurred;

v. The customer shall be obliged to take reasonable care for the safety in the workplace, the compliance with relevant safety regulations and appropriate working conditions, and instruct Fluicell's working staff about specific safety regulations in his workplace;

vi. If necessary, the customer shall procure internal work authorizations, ID cards and the like at his own expense; and

vii. Any and all travel costs incurred by Fluicell in connection therewith shall be borne by the customer and charged by Fluicell separately.

Fluicell calculates its service personnel's duration of attendance at the customer's site on the basis of Fluicell's schedule of prices and Services applicable at that time. Costs and expenses incurred for any interruptions of Services or exceedance of agreed time limits for completion of Services not attributable to Fluicell shall be borne by the customer.

5.4. Unsuccessful Services not attributable to Fluicell

In the event that Services are impossible to be provided successfully due to reasons not attributable to Fluicell, all expenses and costs shall be borne by the customer, and Fluicell shall not be liable for any damage caused thereby to the serviced Product.

5.5 Time

Time periods specified by Fluicell within which Services are to be carried out are based on estimates only and are, therefore, not binding, unless otherwise agreed on between the parties in writing.

5.6. Acceptance

Upon completion of Services, Fluicell will notify the customer in writing thereof. The customer should inspect the serviced Product upon its receipt of the Product. Claims for defective Services should be made within [ten (10)] working days after the customer's receipt of the serviced Product. Should any written notification of claims for defects in Services has not been received by Fluicell within the aforementioned period of time, Services and

the serviced Product should be considered to be accepted by the customer. Acceptance may not be refused by reason of minor defects not affecting the functioning of the Product. Upon acceptance of Services, Fluicell's liability for defects shall be excluded.

5.7. Shipping

i. Fluicell may in certain situations provide a service return by UPS or other shipping company by the customer at the customer's cost and risk for any damage or loss;

ii. Once the Service is completed, Fluicell will return the repaired Product or provide a replacement Product to the customer at the address indicated on the After-Sales Form submitted by the customer. Fluicell is not responsible for any failure in the address provided by its customer; and

iii. The Product has to be packed thoroughly and in the original box when being shipped to Fluicell to avoid any damage during the shipping.

5.8. Subcontractor

Fluicell is entitled to provide Services through a subcontractor and in this case the Terms and Conditions shall also apply to the subcontractor *mutatis mutandis*.

6. Change of Service

Fluicell is entitled, at any time before its delivery of the completion notice to the customer (as set out in Section 5.6), to make changes to Services without consent from the customer provided that such change would not result in increasing the costs for Services.

7. Responsibility

The customer acknowledges and accepts that it is the customer's entire responsibility to back up all customer's data and other information stored in or with respect to the Product before sending the Product for any Services. Fluicell shall not be responsible for any loss, damage or distortion of data due to Services.

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8. Force Majeure

If and to the extent that either Party's performance of its obligations under this Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably have been expected to have taken into account at the time the Agreement was entered into or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other liabilities for delay in performing or failure to perform such obligations.

9. Price and payment

If no other mode of payment has been agreed expressly in writing, the amount given on the repair invoice shall be due and payable prior sending back the repaired or replaced Product. All payments have to be made by bank transfer only. All prices are exclusive of value-added tax. The amount of value-added tax (if applicable) shall be specified separately in the invoice if required by the applicable law. Fluicell is entitled to require advance payment up to 50% of the total Services fees. If the Customer fails to make payment on the due date, Fluicell shall be entitled to charge the Customer interest on the amount unpaid, at the rate of 8% p.a. above the respective base interest.

10. Fluicell's liability and limitation of liability

Unless otherwise expressly provided herein, Fluicell's liability for Services is limited to the liability specified in Sections 3.3 or, as applicable, 4.3 above.

Neither Party shall be liable for any special, indirect, incidental, consequential damage or loss of any kind, regardless of how it was caused and including but not limited to, loss of profit, loss of reputation or goodwill, loss of production, loss of business or business opportunities, loss of revenues or anticipated savings, or loss or corruption of data or information. This limitation will apply irrespective of whether such damage or loss was foreseeable or not at the time when the Agreement was formed (even if advised of the possibility of such damage or loss).

The limitation of liability provisions shall not apply in the event of a) intent, b) gross negligence, c) damages to life, body or health, d) fraudulent concealment of damages, or e) liability according to any applicable mandatory law. In case of slight negligence, Fluicell's liability shall be limited to the typically foreseeable damage. Any further liability shall be disclaimed.

11. Refunds

Except for otherwise expressly provided herein, Fluicell does not provide refunds for service orders.

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12. Applicable law and jurisdiction

The Terms and Conditions and any non-contractual obligations arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

Any dispute, controversy or claim arising out of, or in connection with, the Terms and Conditions, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection therewith, shall be finally settled by one and same arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English. In any action or proceeding between the parties hereto or brought to enforce the Terms, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. All arbitral proceedings conducted pursuant to this Section 12, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.