

Terms and Conditions

1. Applicability

Life Genomics AB with organization number 556993-1891 and IVO-ID VE-2016-034870 (hereinafter referred to as "LG") provides laboratory services in the form of clinical analyzes. These general terms and conditions apply to contractual agreements entered between LG and the purchaser of analyzes (hereinafter referred to as "Purchaser"). These general terms and conditions shall apply insofar as deviations do not occur by written agreement.

2. Definitions

Purchaser	customer instructing LG to perform a laboratory analysis
Referral	an order, in paper or electronically, of laboratory analysis that LG undertakes to perform
Sample	the material that the Purchaser wishes to have analyzed
Test Results	the outcome of all ordered analyzes on the Sample
Analysis	an individual or multi-determination made on one or more samples
Analysis Report	a document that contains Test Results

3. Sampling material

Acceptable sampling tubes are shown in the sampling instructions. Sampling tubes can be obtained from the manufacturer, distributor, or LG.

4. LG's responsibility

LG is responsible:

- to provide the Purchaser with sampling instructions and instructions for completing Referrals
- for the Sample from the time it arrives at LG's premises
- to have qualified personnel perform ordered Analysis
- to send Analysis Report, in paper or electronic form, to the Purchaser
- for damages due to errors or negligence in the performance of LG's obligations

LG offers analyzes accredited according to ISO 15189, which can be seen on LG's webpage <https://lifegenomics.se/om-oss/laboratorieackreditering/>. For non-accredited analyzes, LG follows the same work routines to the furthest extent possible. LG performs its assignments in a professional manner with equipment and instruments according to requirements each analysis require. Personnel are qualified, competent and undergo continuous training to perform all analyzes offered by LG. If Analysis cannot be performed or a delay occurs, LG is responsible for notifying the Purchaser as soon as possible and offering an alternative solution. A backup laboratory with a corresponding analysis system is used if the situation so requires. LG always contacts the Purchaser before a Sample is possibly forwarded to a backup laboratory for Analysis.

LG is not liable for errors due to circumstances that fall under the Purchaser's responsibility according to item 5. LG is under no circumstances liable for indirect damages or consequential damages. The total liability that may arise for LG towards the Purchaser is limited to the total price paid by the Purchaser for the current assignment. The Purchaser loses its right to make a claim for compensation if the complaint has not been made in writing without delay.



5. The Purchaser's responsibility

The Purchaser is responsible for:

- a) that the Referral is filled in correctly, in paper or electronic form
- b) to inform the patient about the Analysis possibilities and limitations
- c) to obtain the patient's consent to the performance of the Analysis and thereby the processing of personal data
- d) to use the correct sampling material including sampling tubes (sampling tubes can be provided by LG) and take Samples as directed
- e) that the Sample is transported to LG with the correct packaging material that is approved for transport (packaging material can be provided by LG)
- f) to communicate the Test Result to the patient
- g) the patient's continued follow-up and treatment
- h) potential damages caused by Purchaser, end customer or other third party.

6. Price and payment

Prices are stated in SEK or EUR and excluding VAT (healthcare analyzes are VAT-exempt). Payment is made against invoice. The invoice amount must be available in LG's bank account no later than thirty (30) days from the invoice date. In the event of late payment, LG has the right to charge default interest in accordance with the Swedish Interest Act, as well as the statutory reminder fee and collection fee, including collection costs. If there is reasonable doubt as to the Purchaser's ability to pay, LG has the right to cancel the order, demand advance payment or other security for future deliveries.

7. Confidentiality

LG undertakes to treat all information regarding the Analysis Report in strict confidence and not to disclose such information or use the information on its own or anyone else's behalf, unless the Purchaser has given written consent to this or follows from statutory requirements. The commitment under this provision applies without limitation in time.

8. Grounds for Exemption

If a party is prevented from fulfilling its obligations under this agreement due to circumstances beyond the party's control, such as government regulations, new or amended legislation, labor disputes, blockades, fires, floods, or major accidents, this shall constitute grounds for exemption which entails advancement of time of performance and release from damages and other possible penalties. A party wishing to invoke a circumstance that constitutes a ground for exemption shall without delay notify the other party when such a circumstance occurs.

9. Personal data

In connection with the order, LG will process personal data for the purposes and on the terms set out in LG's personal data policy <http://www.lifegenomics.se/om-oss/personuppgiftspolicy/>. By placing an order with LG, the Purchaser confirms that he has informed the persons concerned about LG's processing of their personal data and obtained their consent to the processing.

10. Applicable law and dispute

Swedish law shall apply to this agreement. Disputes in connection with this agreement and the parties' other contractual relations shall be finally settled by arbitration in accordance with the rules of the Stockholm Chamber of Commerce's Arbitration Institute for simplified proceedings with an arbitrator. For the collection of a claim due for payment, LG has the right to apply to a general court.