



1 Scope of Application

These General Terms and Conditions of Sale ("**General Terms**") shall apply to all sales of Products and Services provided by NADMED Oy or any of its affiliated companies (collectively "**NADMED**") to its customers (the "**Customer**").

These General Terms are used as such or to complement a separate agreement between NADMED and the Customer (the "**Agreement**") and are an essential part of such an Agreement.

In case of any discrepancies between the Agreement and these General Terms, the Agreement shall prevail. These General Terms supersede any of the Customer's general terms unless otherwise agreed in writing between the parties.

2 Offer, Acceptance and Confirmation

If a separate agreement has not been concluded between the parties, NADMED's offer, the Customer's unreserved acceptance and NADMED's order confirmation shall be deemed to form an Agreement between the parties.

Any offer made by NADMED is conditional on the Customer's assent to all the terms and conditions of the offer. The Customer's acceptance may be evidenced by (i) the Customer's or its representative's written or verbal assent (ii) the Customer's or its representative's acceptance of delivery of the Products or payment of purchase price, or (iii) any other conduct by the Customer or its representative corresponding to an acceptance of the offer.

NADMED's offer is valid for the period of time stipulated in the offer or, if no such period of time is stipulated, for thirty (30) days from the date of the offer. NADMED has the right to revoke the offer at any time prior to the receipt by NADMED of the Customer's acceptance thereof.

3 Online Sales

These General Terms apply as such to orders made by the Customer via NADMED's website www.nadmed.fi. All orders are subject to availability.

NADMED's acceptance of the Customer's order takes place when NADMED sends the Customer an order confirmation by email in which it is stated that the order has been accepted. NADMED will inform the Customer in writing if it is unable to accept the order.

4 Products and Services

For the purposes of these General Terms, the terms Products and Services shall have the following meanings:

"**Products**" shall mean the diagnostic toolbox NADMED Kit and any other products and materials to be provided by NADMED to the Customer, including the instructions for use and related documents.

"**Services**" shall mean the analysis services and any other services to be provided by NADMED to the Customer.

In its Products and Services, NADMED utilizes its proprietary assay technology to measure individual levels of Nicotinamide Adenine Dinucleotide (NAD) and glutathione metabolites from blood and other matrices of human or animal origin. All four NAD metabolites (NAD⁺, NADH, NADP⁺, and NADPH) and two glutathiones (GSH and GSSG) can be measured using standard lab equipment and the technique can be applied to both analysing individual samples and high-throughput screening.

5 Prices and Payment

Unless otherwise agreed in writing between the parties, the effective purchase prices applied by NADMED at the time of the Customer's order shall be applicable. NADMED's prices are

subject to change without notice. The prices are stated in Euros and exclusive of taxes, levies and other charges in relation to packaging, labelling, carriage and freight all of which the Customer shall bear where applicable. For delivery and packaging, additional costs and expenses may apply.

In relation to online sales, payment shall be made by credit card (Visa, MasterCard or American Express), PayPal, bank transfer, or another payment method made available by notice on NADMED's website. The Customer is debited once the order has been accepted by NADMED. If for any reason the payment cannot be processed, the order is cancelled.

Unless otherwise agreed in writing between the parties, NADMED may invoice the Customer for the price of the Products or Services upon delivery. If deliveries are made in instalments, each instalment may be invoiced separately. All invoices are due net fourteen (14) days from the date of the invoice. All overdue invoices shall bear an annual interest at the rate of ten percent (10 %) accruing from the due date until paid in full.

In the event of any default in payment by the Customer, NADMED reserves the right to withhold performance of any work and delivery of any Products or Services until the payment is received by NADMED in addition to any other rights and remedies available under the Agreement or at law.

6 Delivery

Unless otherwise agreed in writing between the parties, the Products shall be delivered via a courier service accepted by NADMED, such as FedEx, DHL or UPS.

Any materials to be provided by the Customer to NADMED for the provision of the Services, such as biological samples, shall be delivered to NADMED in accordance with NADMED's instructions.

The delivery of the Products and any materials related to the provision of the Services, whether domestic or international, falls under the costs of the Customer.

NADMED will use reasonable efforts to meet any given delivery time or date. Notwithstanding the foregoing, any delivery time or date given by NADMED is an estimate only and non-binding on NADMED.

7 Risk

The Products shall be at the risk of the Customer from the time of delivery to the Customer's nominated premises, or from the time of collection from NADMED's nominated premises by or on behalf of the Customer, whichever is applicable.

8 Defects

The Customer shall notify NADMED of any defected Products without undue delay. If any of the Products should prove to be demonstrably defective within two (2) months of the date of invoice (or within their expiry dates) due to an act or omission of NADMED, NADMED shall refund the paid purchase price of the Product to the Customer.

NADMED shall not be liable for defects due to (i) defects, damages, losses and costs resulting from improper handling, storage, maintenance or other use of the Products by the Customer or third parties, (ii) modifications to the Products made by the Customer or any third party without a prior written consent of NADMED, or (iii) any other acts or omissions of the Customer or any third party.

9 Safety and Recall

The Customer should ensure that the persons responsible for the shipping, storage, handling and/or use of the Products provided by NADMED have all the information required on



health and safety requirements as required by the applicable law.

The Customer shall keep NADMED informed of all complaints concerning the Products and shall comply with any directions of NADMED in any issues, proceedings or negotiations relating to such complaint.

In the event of any product recall, the Customer shall cooperate with NADMED to enable it to fulfil its legal duties.

10 Intellectual Property Rights

All intellectual property rights in all materials provided by NADMED to the Customer or generated in the course of providing the Products or Services are and shall remain the property of NADMED. However, the Customer has the right to use such materials for the purposes for which they are provided by NADMED.

11 Confidentiality

Any and all trade secrets, drawings, designs, samples, other technical, financial, marketing, sales, production, subcontracting, pricing and other confidential and/or proprietary information disclosed by a party, whether pertaining to the Products, Services, or otherwise to the agreement between the parties, or the disclosing party, its products, businesses, operations, or plans, shall not be disclosed to any third party by the receiving party and, unless otherwise agreed in writing, shall be used solely for the purposes of the agreement between the parties. The receiving party shall ensure that its directors, officers, employees and agents comply with the obligations herein. Unless otherwise agreed in writing between the parties, the confidentiality obligations herein shall remain in force to the maximum term permitted by the applicable law.

The following information shall not be considered confidential: (i) information which was in the public domain at the time of disclosure or later became part of the public domain without any breach or negligence of the receiving party; (ii) information which was in a verifiable way in the possession of the receiving party prior to the disclosure of the information and which the receiving party has not received from the other party directly or indirectly; or (iii) information which was in a verifiable way independently developed by the receiving party.

The Customer shall not, directly or indirectly, reverse engineer or aid or assist in reverse engineering of the Products or any portion thereof.

12 Limitation of Liability

NADMED shall not in any circumstances whatsoever, whether by reason of negligence, breach of contract or otherwise, be liable for any economic loss, damage, or expense, whether direct, indirect, or consequential (including, but not limited to, loss of profits, business, goodwill, or reputation) arising out of or in any way connected with the delivery and/or sale and/or use of the Products whether by the Customer or by any third party.

These limitations of liability shall not apply in cases of liability for personal injury or death resulting from the negligence of NADMED, its employees and agents.

The total aggregate liability of NADMED howsoever arising in connection with these General Terms, whether for negligence or breach of contract or otherwise, shall in no event exceed the value of the Products sold by NADMED to the Customer.

13 Force Majeure

NADMED shall not be liable for any delay or non-performance of its obligations under these General Terms or the Agreement in so far as such a delay or non-performance results from any circumstances beyond NADMED's control, including but not limited to natural disasters, strike, lockout or other labour

disputes, fire, explosion, flood, pandemic, acts of government, war or unforeseen shortages or unavailability of fuel, power, raw materials, supplies or transportation means ("Force Majeure").

In case NADMED is impeded from delivering or performing due to Force Majeure, it shall inform the Customer about the impediment without undue delay. The performance of NADMED's obligations shall be suspended for the duration of the Force Majeure. As soon as the Force Majeure has been remedied, NADMED shall reassume its obligations.

If the Force Majeure extends for a period of three (3) months, NADMED shall have the right to cancel the delivery or performance and terminate the Agreement.

14 Data Protection

NADMED processes personal data in accordance with the laws applicable to the protection of personal data ("**Data Protection Laws**") for, amongst others, the purposes of handling Product and Service orders, managing customer relationships and marketing. NADMED is in full compliance with all the applicable laws and regulations concerning health information and patient data at all times. Those persons whose personal data NADMED processes are entitled, in accordance with the Data Protection Laws, to obtain information on their personal data processed by NADMED and to request that NADMED rectifies or erases their personal data.

15 Miscellaneous

These General Terms and the Agreement constitute the entire agreement and understanding between the Customer and NADMED in connection with the sale of the Products and Services.

If any provision of these General Terms is declared invalid, unenforceable or unlawful for whatever reason, all other provisions of these General Terms shall remain in full force and effect.

The Customer shall not be entitled to assign any rights or obligations under these General Terms or the Agreement without the prior written consent of NADMED.

NADMED reserves the right to make any amendments or modifications to these General Terms at any time. Such amendments and modifications shall have effect on all offers referring to these General Terms as from the date of such an offer, and on any Agreement thirty (30) days from notification of such amendments or modifications by NADMED to the Customer, unless the Customer has notified NADMED within such a time period that it objects thereto.

16 Governing Law and Disputes

These General Terms and the Agreement are governed by the laws of Finland, excluding its conflict of laws rules or principles.

Any dispute, controversy or claim arising out of or relating to these General Terms and the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.