



TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICES 2020
Sakura Finetek UK Ltd.

1. General provisions:

- 1.1. These terms and conditions (hereinafter “the Terms and Conditions”) will apply to any (initiated) transaction with Sakura Finetek UK Ltd. (hereinafter “**Sakura**”) amongst which:
- (i) all offers and quotations by Sakura or confirmation thereof; and
 - (ii) any delivery by Sakura (whether ordered, in process or realised); and,
 - (iii) any agreement with Sakura, irrespective the termination or amendment thereof; and/or
 - (iv) any request for support to and support by Sakura; and/or
 - (v) any product (equipment, consumable, spare part), support request, service or (software) license (collectively and individually referred to as: “**Product**” or “**Products**” unless specifically referred to otherwise) provided or to be provided by Sakura; and
 - (vi) any legal relationship with Sakura .

with, for or the benefit of any (potential) customer or first buyer (hereinafter “the **Client**”).

- 1.2. Any conditions, terms or proposals of Client, whether issued before, during or after an order or transaction, are hereby explicitly rejected and shall be inapplicable to any transaction between Sakura and Client unless explicitly agreed and confirmed in writing by Sakura.
- 1.3. In case any (clause of an) agreement with Sakura deviates from the Terms and Conditions, such (clause of an) agreement prevails to the Terms and Conditions to such extent only.
- 1.4 Client is deemed to have accepted these Terms and Conditions upon placing an order, unless agreed otherwise in writing by Sakura.
- 1.5 Sakura may amend the Terms and Conditions at all times. The (amended) Terms and Conditions will be made available on the website of Sakura.

2 . Offers, Orders and agreement

- 2.1 Sakura`s offers are open for acceptance within the period stated therein or, when no specific or clear period is stated, within twenty days from the date indicated in the offer, or, when no specific or clear date is stated, the date of sending by Sakura. Sakura may withdraw or revoke this offer at any time prior to the receipt by Sakura of the notice of acceptance of Client thereof, unless provisions to the contrary have been confirmed in writing by Sakura.
- 2.2 Any (oral) offers or commitments, will bind Sakura only after and to the extent that Sakura has confirmed them in writing. Any amendment of Client to an offer or commitment by Sakura will only bind Sakura if this amendment is accepted and confirmed by Sakura in writing.

- 2.3 Sakura is allowed to accept and reject orders of Client at its sole discretion. An agreement will only be deemed to have been concluded after Sakura has confirmed an order placed by the Client in writing or has commenced the execution of that order.
- 2.4 In the event that an agreement is concluded by email, or in the event that an agreement is concluded through another means of electronic communication (such as the Sakura ERP-system), such e-mail message or statement made through another means of electronic communication is deemed to be equal to a written statement and the principle will apply, without prejudice to the provisions laid down in Article 2.2, that an agreement may be concluded without Sakura having to fulfil any conditions provided by law pertaining to electronic communication and/or the conclusion of contracts by electronic means.
- 2.5 Sakura is at all times entitled to adjustments in the (design and model) of the Products to be delivered and is entitled to substitute Products by equivalent products in order to improve them or comply with government regulations.
- 2.6 The Client will be entitled to cancel an order only after receiving written consent from Sakura, which consent may be made subject to conditions as deemed appropriate by Sakura.
- 2.7 All deliveries (goods and services) are subject to e.g. solvency and timely payment assessment procedures of Sakura. Sakura may, at any time, require additional payment securities such as advance payments or a bank guarantee as a condition to delivery.
- 2.8 The Client is obliged to keep records that contain all relevant data on the Product including the date of delivery, instalment, test, acceptance, cleaning and repairs.

3 Prices

- 3.1 Prices in any offer, confirmation or agreement are in Pounds Sterling, based on delivery Ex-Works Sakura (Incoterm latest version). Unless agreed otherwise in writing, Sakura charges the prices as applicable at the time of delivery in accordance with the delivery terms as set out in Article 4 and do not include any taxes, expenses, duties or similar levies now or thereafter enacted, applicable to the Product. Sakura will add or collect these taxes, expenses, duties or similar levies if required to do so and charge client accordingly.
- 3.3 Costs for instalment, services, tests and training are not included in the prices of Products unless otherwise agreed by parties in writing.
- 3.4 Sakura shall be entitled to increase the prices and/or other catalogue prices communicated yearly, by the average inflation rate of the past 12 months plus 2%, for the first time after the first contract year.
- 3.5 Sakura shall be entitled to adjust prices in the event of increases in cost-determining factors such as fluctuations in exchange rates, raw materials, labor costs or in the event of government measures or increased export or import tariffs provided that such increases or measures occurred after the conclusion of the agreement and before delivery.



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3.6 Sakura will be entitled to charge the costs of any packaging and transport separately. The packaging will not be taken back. Should Sakura, however, be obliged by law or any regulations to take packaging back, any costs related to taking back or processing packaging will be borne by the Client.

4 Delivery and quantities

4.1 Unless otherwise agreed in writing, delivery will be effected Ex-Works Sakura (Incoterms latest version) or, if any, unless otherwise agreed in writing by Sakura. The Client will be obliged to take delivery of the Product upon Sakura's first request. If Client fails to accept delivery, the Client will be liable for all costs and damages resulting there from, including but not limited to the costs of storing and redelivering the Products.

4.2 Extra charges will be applicable for orders under £ 400, - exclusive VAT. Extra handling charges will be applicable for Legalization, Certification (Chamber of Commerce/Embassy) or RUSH orders.

4.3 Any delivery times quoted by Sakura may not be considered to be firm deadlines, unless provisions to the contrary have been explicitly agreed upon in writing between the parties. In the event of late delivery, Sakura must be declared to be in default in writing. Sakura will be granted a reasonable term of at least fourteen (14) working days as of the date of the receipt of notification of default to fulfil its obligations. In the event that such extended term is exceeded, the Client's sole and exclusive remedy is to cancel the affected and undelivered Products of the related agreement. In such an event, Sakura will not be liable to pay any damages, unless such damages are considered to be direct damages and the consequence of a gross negligence or wilful misconduct of Sakura's executive management.

4.4 Sakura shall deliver the Products available in stock and if applicable with a minimum shelf life of 6 months. Products that are out of stock shall be delivered by "back order"; outstanding Products on back order will be delivered as soon as the goods are in stock to complete the order.

4.5 Sakura shall be entitled to allocate its available production and products, in its sole discretion amongst its Clients in case of hindered production, without any liability for any damage to Client.

4.6 If delivery of the Products is subject to governmental approvals or an export or import license or otherwise restricted or prohibited, Sakura may suspend its obligations until such license is granted or terminate the respective order without any liability towards the Client.

5 Payment

5.1 Unless otherwise agreed in writing, the Client will pay the entire purchase price, or the remainder thereof in the event of advance payment, within the payment period mentioned in the invoice, at the discretion of Sakura, by transfer to or deposit into an account indicated by Sakura, without any deduction, discount or set-off. Submission of a complaint will not suspend the Client's obligation to pay.

5.2 In case of a recurring standing order, Sakura shall invoice for the (partial) delivery in advance for each month unless agreed otherwise in writing.

5.3 If the Client fails to pay within the term of payment indicated on the invoice, Client will be in default and all claims of Sakura will become fully due and payable immediately. In that event, Sakura will, in addition to any other rights and remedies Sakura may have under applicable law also be entitled to

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the statutory trade interest in respect of the outstanding amount until the date of payment in full. The amount subject to this agreed statutory interest will, as the case may be, be calculated after the end of each year, and increased by the interest owed over that year. Sakura may furthermore suspend, delay or cancel any delivery or any other performance. Such right shall be in addition to any other rights and remedies available under the applicable law. Sakura shall be entitled to claim any (extra) judicial costs and compensation of costs for experts.

- 5.4 Sakura will first apply any payments made by Client for settlement of all interest and costs payable prior to settling outstanding invoices due in chronological order.
- 5.5 In the event of late payment, Sakura will be entitled to compensation of all extra-judicial costs, including but not limited to costs involved in sending reminders, one or more notices of default or demand notices, which extra-judicial costs will amount to fifteen percent (15%) of the total amount payable, without prejudice to any other rights of Sakura.
- 5.6 Client shall not assign any rights or obligations under an agreement with Sakura without the prior written consent of Sakura. Client shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due by Sakura or its affiliates.
- 5.7 Complaints about invoices must be submitted in writing to Sakura within 8 (eight) days after the day of dispatch of the invoices. Such complaint does not suspend the payment period.

6 Retention of title and ownership

- 6.1 In the event of sale of Products to Client, title will pass to the Client upon full payment of the purchase price including any interest and/or expenses.
- 6.2 Client will be obliged to store the Products delivered under retention of title with due care. Client shall not assimilate, transfer or pledge any of the Products to any third party until full payment of the purchase price and any obligations to Sakura. Client shall ensure that the Products remain identifiable as Products owned by Sakura until full payment of the purchase price and any obligations to Sakura.
- In the event that Client fails in the performance of any obligation vis-à-vis Sakura, or in the event that Sakura has good reason to fear that Client will not fulfil its obligations, Sakura will be entitled to recover the Products delivered under retention of title or to have such recovered. The Client will cooperate accordingly. The Client will bear the costs of recovery, without prejudice to Sakura's right to further damages.
- 6.3 In case of lease, rental or other legal construction whereby Sakura make(s) (a) Product(s) available to Client for the agreed term, Sakura remains the sole and full owner thereof. Client shall not grant any rights to the Products delivered or provided to third parties (e.g. rent or lend out or provide security interests over it), nor assign any rights or obligations resulting from this Agreement to a third party. The Client shall be obliged to keep the Products free from confiscation, seizure, liens, and security interests of any kind. The Client shall give notice of Sakura's ownership position to any third party attempting to assert any rights in or over the Products and shall inform Sakura immediately by email and registered mail with request for return receipt when third parties attempt to do so.

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7. Transfer of risk and insurance

7.1 As from delivery, in accordance with the applicable Incoterms, whatever the nature of the agreement, and during the time of use, the Client shall bear all risks of damage to and theft and loss of the Products.

7.2 In case of any loss, theft or damage of equipment, the Client shall immediately inform Sakura by registered mail with request for return receipt.

7.3 Sakura shall decide at its reasonable discretion whether any damaged Product shall be replaced or repaired at the Client's cost. If, in Sakura's reasonable opinion, the Product cannot be repaired, has been lost or stolen, the Client shall reimburse Sakura for the Product in the amount of the fair market value at the time of damage, loss or theft. Due to the laboratory equipment's particularity, Sakura shall be entitled to determine the fair market value at its discretion. The Client, however, shall be entitled to provide evidence of a lower market value.

7.4 In case of lease, rental or other legal construction whereby Sakura makes a Product available to Client for the agreed term or retention of title, the Client shall ensure that damage to and loss of the Product as a result of actions and/or omissions by the Client, its employees, its agents, contract partners or third parties in the use, operation or possession of the equipment are and shall remain covered by the Client's liability insurance. Apart from this, the Client shall insure the equipment at its reinstatement value against at a minimum fire, burglary, water damage, storm and any other external cause. The insurance must be valid at all times during the term of this Agreement, until the moment that Sakura has notified the Client that the Product has been received by Sakura in good condition. The insurance company must have its place of business in the European Economic Area. The Client shall provide evidence of the insurance cover upon request by submission of an insurance certificate. Should the Client fail to meet this obligation or should Sakura find out that the insurance cover does not comply with the requirements set out here, Sakura shall be entitled to take out an appropriate insurance at the Client's cost.

7.5 The Client assigns upon receipt of the products to Sakura all claims under the insurances mentioned in §7.4. If for any reason such assignment is not valid, the Client hereby provides to Sakura a right of lien on such claims in advance.

If the assignment is not valid or the right of lien is not validly vested, the Client will provide all assistance required by Sakura to, at Sakura's option, either assign the claims or establish the right of lien as yet.

8. Inspection complaints, incidents and vigilance

8.1 The Products delivered must be checked by or for the Client upon receipt at its premises with respect to numbers, labelling, manual, conditions of use and visible defects and any shortages or visible defects must be reported to Sakura immediately. The Client must report defects not visible upon delivery within 48 hours of their discovery and in any event within 48 hours after the time that the Client should reasonably have discovered them in writing in accordance with the instruction of important and legal notices of these Terms and Conditions.

8.2 The Client will be obliged to perform the inspection with due care or to have the inspection performed with due care.



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8.3 The Client is responsible to ensure that any malfunction or deterioration in the characteristics and/or performance of a Product, as well as any inadequacy in the labelling or the instructions for use which, directly or indirectly, might lead to or might have led to the death of a patient, user or other persons or to a serious deterioration in their state of health, is immediately communicated to Sakura Finetek Europe B.V. Product Support Department (Support@sakura.eu). A serious deterioration of health is an accident that is life threatening or results in permanent impairment of a body function or permanent damage to a body structure, or necessitates medical or surgical intervention to preclude this.

9. Installation Product

9.1 Sakura shall install and set up any equipment ordered by the Client at the premises and address indicated in the order confirmation unless otherwise agreed in writing. In advance of this, the Client shall ensure that the location where the laboratory equipment is to be installed and set up complies with all requirements of the said equipment (sufficient space, required connections, air/ temperature conditions, safety provisions, etc.). Sakura shall inform the Client of the relevant requirements in advance.

9.2 The Client will inform Sakura of all circumstances which may be of importance with regard to the delivery and/or installation of the Products. Sakura assumes that it will not encounter any circumstances related to the Client's premises that may hinder Sakura in the installation of the Product. Any costs related to such hinder will be borne by the Client.

9.3 Upon installation and set-up of equipment by Sakura, the parties shall jointly perform tests to ensure that the laboratory equipment is in compliance with the relevant requirements, and shall prepare an acceptance test record by which the Client confirms the proper functioning of the equipment after installation. The Client shall support Sakura in setting up the equipment as required by Sakura.

9.4 All reasonable costs related to the installation shall be charged to Client unless otherwise agreed in writing.

10. Maintenance and Repair / Technical Services

10.1 Sakura may, at the request of Client perform technical services for certain Products, such as equipment, after 12 months of delivery, unless agreed otherwise in writing, which services may be rendered pursuant to a Technical Services Agreement or "on call".

10.2 In case of a Service Agreement, Sakura will charge the technical services to Client at applicable prices agreed upon in the Service Agreement. In case of on-call services, Sakura will charge the technical services on the basis of time spent multiplied by the hourly rates of the Sakura service engineer and the cost for materials, spare parts used at list prices and travelling costs plus out of pocket expenses and plus VAT in case the Product concerns equipment.

10.3 Sakura shall be entitled to use both new and second hand spare parts for maintenance and repair services. Defective parts shall be returned to Sakura in compliance with Sakura's requirements.

10.4 Daily and/or regular routine work for the purpose of keeping the equipment in a good working condition shall be performed by the Client's staff as instructed in the Sakura training course and/or the Sakura operation manual (e.g. cleaning).

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10.5 It is at Sakura's discretion to decide whether maintenance and repair services are performed on site or by remote maintenance or hotline support. The Client shall assist Sakura in the remedy of failures or functional errors in course of repair and maintenance services, as required by Sakura. Prior to the performance of maintenance, the Client shall be obliged to ensure that the equipment may be worked on directly without any risk.

10.6 All maintenance and repair services shall be performed from Monday through Friday between 09:00 a.m. and 05:00 p.m., except on public holidays.

10.7 To the extent Sakura has developed software and hardware updates (free of charge) or upgrades (against costs unless agreed otherwise in writing) for the equipment, these shall be provided to the Client. The Client shall be obliged to accept such updates and upgrades for the equipment. Sakura and Client shall schedule the implementation of updates or upgrades in due time.

10.8 Sakura is able to offer software-based remote maintenance for some equipment. For this purpose, the equipment requires an Internet connection so that Sakura may access it remotely. The Client shall therefore provide Sakura with free access to the Client's Intranet through such an Internet data connection. When equipment capable of remote maintenance is provided to the Client, the Client shall allow Sakura to always install the current software for performing remote maintenance.

10.9 Sakura shall only use the remote maintenance software/ support for the purpose of maintaining the equipment. Sakura assures the Client that the remote maintenance system does not enable access to confidential data and that none such data will be transmitted.

10.10 All rights of use to the software remain with Sakura. The Client shall not make the software accessible to third parties.

11 Intellectual property rights

11.1 All intellectual property rights related to the Products delivered by Sakura and any software, program or services, advises, ideas, models, designs, manuals, documentations, schedules, samples, analyses, modifications, trade secrets, offers or logo provided or used by Sakura, are owned by Sakura. Any transaction or communication with Client only implies (in the event of an agreement) the non-exclusive and non-transferable limited license to Client to use the Products supplied and services rendered to Client in accordance with the framework of the agreement with Client.

11.2 Sakura warrants that the Products are free from any third party's industrial property rights or copyrights. Rights to the software used are due to Sakura and/or Sakura has the required third-party licenses. For the term of the agreement on the Product, Sakura shall grant a non-transferable right of use to such rights to the Client in accordance with the agreement. The Client shall not be entitled to modify or copy software in any manner. This warranty shall extend to Client only and not to Client's agents, purchaser or representatives or third parties.

11.3 The Client shall inform Sakura immediately of any third party claim or infringement with respect to the intellectual property rights of Sakura.

11.4 Client shall not modify, adapt, alter, translate or create derivative works from any software provided by Sakura or attempt to derive the source code. The Client shall not assign, sublicense, lease, rent, transfer, disclose or otherwise make available such software, or merge or incorporate such software.

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11.5 The Client shall not do or not omit to do anything that may damage the rights of Sakura.

11.6 Sakura excludes any liability, whether contractual or in tort or as indemnification, if Sakura is not:

- (i) promptly notified in writing of any third party claim that the Product of Sakura infringes the third party's patent, copyright, trademark or trade secret; and or
- (ii) if Sakura has not been given the sole right to control and prepare the defence and settlement of such claim timely; and/or
- (iii) if Client altered, modified, translated or adapted the Product or created derivative works.

11.7 In the event and to the extent Client shall be deemed owner of any of such intellectual property rights referred to in this Clause, Client will assign these rights to Sakura and perform all acts needed for such assignment.

12 Warranties and disclaimer

12.1 Sakura warrants that under normal use in accordance with the applicable manual, conditions of use and instructions for application, cleaning, repairs and notifications and handling of defects and vigilance in respect of the Products that the Products shall as from the date of signing the Installation Report (to the extent applicable) or such other period as may be agreed upon in writing by the parties, be free from defects and that the Products conform to such specifications as Sakura has agreed to in writing:

- (i) in case of (laboratory) equipment, for the term of 12 month after signing the Installation Report of the joint installation test, or if earlier one week after the installation;
- (ii) in case of spare parts, for the term of 3 months after repair by Sakura;
- (iii) in case of consumables (single use products) for the term of 6 months after delivery.

12.2 This warranty shall extend to Client only and not to Client's agents, purchaser or representatives or third parties. All other warranties are hereby specifically disclaimed by Sakura.

12.3 Should Sakura be in default of its obligations under this warranty, Sakura's sole and exclusive obligation and Client's sole and exclusive right shall be limited, at Sakura's discretion to (i) repair or (ii) provide a replacement of the defective non-conforming Product or (iii) provide an appropriate credit for the purchase price thereof.

The Client shall set Sakura a reasonable extension period for meeting its obligations. Sakura shall decide whether rework is possible or replacement is supplied. Sakura's right to refuse supplementary performance under the statutory conditions remains unaffected.

12.4 Warranty for defects of the Products, however, is excluded if/in the event of:

- (i) the Client modifies a Product; and/or
- (ii) inspection, cleaning, repairs and/or maintenance by third parties unless approved by Sakura in writing and explicitly; and/or
- (iii) non-compliance with the work processes learned (e.g during the training); and/or
- (iv) non-compliance with maintenance, vigilance, timely notification of defects, cleaning and repair obligations; and/or
- (v) failures accepted after the test following installation; and/or
- (vi) misuse, neglect, improper storage, transportation or improper handling; and/or
- (vii) use or handling by non-dedicated employees or officers; and/or
- (viii) off-label use or applications for other purposes as described in the conditions of use.

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12.5 § 12.4 will apply to all claims, including without limitation, contract, indemnity, wrongful act or otherwise. Client is liable for this type of damage or failures and may not enforce any claims against Sakura under or in connection with any agreement and/or transaction. Any maintenance and repair services that should be performed as a result may be charged to the Client in accordance with §10.2.

12.6 Due to the complexity of the Products such as equipment, data regarding the output are only guidelines and no assured performance values. Minor deviations from these data are not to be deemed as defects, but common variations under standard operation conditions.

12.7 Should Sakura be in default of contractual obligations, in particular regarding delivery dates and maintenance and/or repair periods, the Client shall set Sakura a reasonable extension period for meeting their obligations. Sakura shall decide whether rework is possible or replacement is supplied. Sakura's right to refuse supplementary performance under the statutory conditions remains unaffected. In case of failure, impossibility or unacceptability of rework, the Client shall be entitled to terminate the respective agreement prematurely. As a result, the legal consequences pursuant to §16.4 arise.

12.8 The Client may only ship products returned under warranty to Sakura's designated facility in conformance with Sakura's instructions.

13 Limitation of liability

13.1 Sakura's liability for damages for whatever legal reason, in particular for impossibility, delay, defective or incorrect delivery, contract violation, violation of obligations in negotiations and arising from unauthorized action shall be limited in accordance with this § 13.

13.2 Sakura will assume no liability with respect to damage as a consequence of or related to any errors or omissions in advice rendered by it, nor will it assume any liability with respect to damage as a consequence or related to errors or omissions in the instructions recommended by it.

13.3 Sakura will assume no liability with respect to damage as a consequence of (partial) incorrect or incomplete information of the Client.

13.4 Without prejudice to the preceding paragraphs, in no event will Sakura be liable to the Client or any third party for any indirect, special, incidental or consequential damages (including, without limitation, loss of profit or damage due to loss of data or loss of patient tissue).

13.5 Sakura shall not be liable in case of simple negligence of their executive bodies, legal representatives, employees or other agents, unless it is about a violation of essential contractual obligations. Essential contractual obligations include the, the absence of defects in the delivery item significantly affecting its operability or fitness for use as stated in § 12.1.

13.6 To the extent Sakura is liable for damages on the merits in accordance with the above paragraphs, this liability shall be limited to damage which was anticipated by Sakura as potential consequence of a violation of any agreement or transaction upon its execution or which would have had to be anticipated by Sakura applying due diligence.

13.7 Without prejudice to §13.1, 13.2, 13.3, 13.4, 13.5 and 13.6, Sakura's aggregate liability arising out of or in connection with performance or non-performance under any agreement or transaction or any ensuing agreement (including but not limited to any obligation to repay an amount received from the

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Client) in any calendar year will not exceed the price received by Sakura from the Client under that agreement or transaction in that calendar year.

13.8 The exclusions and limitations included in this §13 will apply to all claims, including without limitation, contract, indemnity, wrongful act or otherwise.

13.9 The above-stated exclusions and limitations of liability shall be applicable to the same extent in favor of the executive bodies, legal representatives, employees and agents of Sakura.

13.10 Any claim of Client for damages must be brought and notified to Sakura within 60 days of the event giving rise to any such claim and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims not notified or filed within these terms are null and void.

13.11 Any limitation or exclusion set forth above in this Section 13 shall apply only to the extent permitted by applicable mandatory law.

13.12 Any limitation or exclusion set forth above in this Section 13 is without prejudice to § 12 of these General Terms and Conditions.

14. Force majeure

14.1 In case of force majeure, Sakura shall be exempt from the performance of its obligations for the period and scope of the effects of such disruptions without being liable for any damage resulting therefrom. Events of force majeure include any circumstances or occurrences beyond Sakura's reasonable control -whether or not foreseeable at the time of an agreement or transaction- and in particular, but not limited to: strike, transport problems, fire, lock-out, acts of God, war, embargo, breakdowns, as well as unexpected considerably reduced, delays in the certification process, government measures or totally lost availability of raw materials as a consequence of a force majeure event. A situation of force majeure must also be deemed to have occurred on the part of Sakura in the event that one or more of the above-mentioned circumstances occurs within the companies of Sakura's suppliers and Sakura cannot or could not perform its obligations, or cannot or could not perform such in good time, as consequence.

14.2 Sakura shall make every effort in order to prevent or limit any adverse effects of force majeure events and Client shall have to make every effort to agree on alternative solutions. Parties shall resume performance of its contractual duties as soon as this is reasonably possible. Should a force majeure event continue for a period of over three (3) months, or if it is foreseeable that it will continue for over three months, each party shall be entitled to terminate the respective agreement. The legal consequences of this §14 arise without any party being entitled to claim damages from each other.

14.3 In the event that Sakura has already partially fulfilled its obligations upon the occurrence of the situation of force majeure, or is only able to fulfil its obligations in part, it will be entitled to separately invoice the part already supplied or the part that can still be supplied and the Client will be obliged to pay that invoice as if it pertained to a separate agreement.

15 Application and Other Services

15.1 Sakura may offer to the Client, at its request, to render certain application services or other services to the Client ("Application or Other Services").



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15.2 Sakura shall invoice the client in advance unless otherwise agreed in writing.

15.3 Costs of services are based on hourly rates, time spent, travelling costs plus out of pocket expenses plus VAT unless otherwise agreed in writing.

15.4 The Client can request Sakura to perform Application or Other Services periodically or on-call. Unless agreed otherwise in writing, the Application or Other Services are performed at cost of the Client. The cost will comprise the time spent by Sakura's application specialist or other Sakura employees, times the hourly rate plus, traveling costs and any out of pocket expenses and plus VAT.

16 Term and Termination

16.1 Any agreement shall automatically expire at the end of the fixed term, without any further notice being required, unless otherwise agreed by parties in writing.

16.2 Sakura shall be entitled to terminate an agreement with immediate effect during the term for good cause. Such cause shall be deemed to exist, in particular, if the Client violates essential provisions of this Agreement or fails to meet essential contractual obligations, and in the event that a violation is capable of being remedied such violation is not remedied by the Client within 30 days despite a written notice of default. As regards payment obligations (which will always be regarded as essential obligations), the dead line for supplementary performance is 15 (fifteen) days. As regards immediate or timely notifications such as in the event of defects or with respect to vigilance, all timelines are essential obligations without the possibility of supplementary performance.

16.3 Sakura shall furthermore be entitled to terminate any Agreement with immediate effect in case of any direct or indirect change in control in the Client or its organization, or if a competitor directly or indirectly obtains any interest in or otherwise becomes involved in the Client.

16.4 The Client shall be entitled to terminate any agreement by written notice in the event of a defect of an equipment that can be attributed to Sakura and Sakura has been unable to repair or replace the defective equipment within 30 days after receipt of a written notice of default from the Client. Save as set out in this §16.4 and §16.5 the Client shall not be entitled to terminate an agreement for any reason whatsoever.

16.5 In addition to the other termination rights in this §16, each party shall be entitled to terminate an agreement with immediate effect, if the other party becomes or is deemed to be insolvent or unable to pay its debts or a petition is presented or meeting convened or resolution passed for the purpose of winding up the other party or the other party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver or administrator appointed over all or any part of its assets or the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction.

17. Permits

17.1 If applicable, Client shall obtain and maintain all necessary permits and guarantees to comply with all applicable laws and regulations in relation to the purchased goods.

18. Confidentiality

Sakura Finetek UK Ltd

Sakura Finetek UK Ltd
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12-20 Oxford Street
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www.sakura.com

Company No. 6484019
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IBAN GB47SMBC40512500304630
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18.1 All technical, commercial, organisational, and financial data, processes, developments and know how disclosed to the Client by Sakura and/or its Affiliates at any stage, either orally or in writing, is confidential information of Sakura. Client may not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by Sakura and the Client in writing.

18.2 In case of breach of this article the Client incurs a penalty of £ 1.000.000 (one million Pounds Sterling) for each breach and £ 10.000 (ten thousand Pounds Sterling) for each day that the breach continues, with penalty or penalties will be payable immediately, notwithstanding Sakura`s right to compensation of all damages incurred.

19. Severability clause

19.1 In case any provision in the Terms and Conditions shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20 Applicable law and place of jurisdiction

20.1 This Agreement and any ensuing agreement shall be governed by English law with exclusion of the UN Convention on Contracts for the International Sale of Goods.

20.2 All disputes arising out of or in connection with these Terms and Conditions or any agreement with Sakura that cannot be solved amicably will be finally resolved by the court of law in Reading, England.

21 Waste of Electrical and Electromagnetic Equipment (WEEE)

21.1 Pursuant to the Directive 2012/19/CE on waste electrical and electronic equipment (WEEE) and to the applicable national transposition legislation and/or regulations, as amended from time to time, the financing of the management of WEEE may be transferred from the manufacturer to the users.

21.2 Unless otherwise agreed in writing between Sakura and the Client, the Client hereby accepts such charge and shall therefore:

- a) Be responsible for financing the collection, treatment, recovery, recycling and environmentally sound disposal of (i) all WEEE arising or deriving from the Products and (ii) all WEEE arising or deriving from Products already on the market where such products are to be replaced by the Products and such products are of an equivalent type or are fulfilling the same function as that of the Products;
- b) Comply with all additional obligations placed upon the users by the WEEE regulations by virtue of the Client accepting the responsibility set out in this sub-article 21.2.

21.3 The above-mentioned obligations shall be passed on by successive professional buyers to the final user of the WEEE, always under the Client`s responsibility. Non-compliance by the Client with the above-mentioned obligations may lead to the application of criminal sanctions, as laid down in the applicable national transposition legislation and/or regulations.

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22. Processing of personal data:

The Client guarantees that all statutory regulations regarding processing of personal data, including particular all applicable privacy legislations has been and will be complied with.

Both Sakura and the Client will ensure an adequate state-of-the-art protection of the personal data.

23. Miscellaneous:

A failure or delay to exercise any right or remedy provided under an agreement or the Terms and conditions or by law shall not constitute a waiver of that or any other right or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy

Important and legal notices:

The Client shall forward all notifications, legal notices related to any agreement, transaction, order, offer or these Terms and Conditions to services@sakura.eu and Sakura Finetek UK Limited

Address: **Sakura Finetek UK Ltd.**

Mailing address:

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12-20 Oxford Street
Newbury
Berkshire RG14 1JB | United Kingdom

Bank details: Bank of Tokyo-Mitsubishi UFJ, Account No 00276907, Sort Code 60-01-09

Company Number: 6484019

VAT: 922639517

Last updated on 16th March 2020 © Sakura Finetek Europe B.V.

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