

Terms and conditions from the seller Testcenter Denmark/Statens Serum Institut (hereinafter referred to as SSI), for the sale of equipment and goods through an auction platform.

These terms and conditions provide the framework for and form the basis for the sale of surplus equipment purchased by SSI, including to Testcenter Denmark in connection with the COVID-19 pandemic.

These terms describe the buyer's and auction platform's rights and obligations in connection with the services offered through this website, the auction platform, and the terms on which the sale is based. The agreement and terms are legally binding. It is a condition of registration as a bidder/buyer that you have read and understood the agreement. When you register, you also declare that you agree to the terms required by the seller in order to enter into a transaction.

It is a condition, requirement, and prerequisite for the sale:

- That the transfer of the equipment does not involve the transfer to consumers, as there are special protective rules for sales to consumers, cf. the Consumer Agreement Act, including rules on the right of withdrawal, etc.
- That it has been agreed between the parties that SSI is not considered either a manufacturer or a dealer within the meaning of the Product Liability Act, and that therefore no claims can be made under the product liability rules against SSI.
- That the equipment purchased may only be used in Denmark, and that use outside Denmark requires SSI's prior written approval.
- That sales to the buyer are not subject to sanctions. Buyers must accept this and declare their agreement before they are given access to bid on and/or receive the purchased goods.
- That the buyer accepts the seller's sales conditions in connection with the sale via auction on the auction portal. When the total auction conditions are accepted by the buyer.
- That the buyer also accepts the seller's sales conditions, which form an integral part of the sales conditions on the auction platform. If there is a discrepancy between the auction platform's auction terms and SSI's special terms, SSI's special terms take precedence.
- That if the buyer has the item picked up by a third party, the buyer is also responsible for accepting the delivery and the conditions even if this is done through a third party such as a carrier/hauler, if they are to accept/receive the item.
- That the seller only accepts sales to other companies that are registered in the Central Business Register (CVR). This means that only companies with a valid CVR number can be registered as buyers. Sales to private/consumer purchases are not accepted.
- That registered CVR numbers of the buyer must come from countries that are not wholly or partly subject to the embargo conditions registered on the Danish Ministry of Foreign Affairs' website in this regard, or otherwise acceded to by Denmark.

- That the seller cannot be held liable for the condition, maintenance status, legality, and environmental properties of an item. The described condition is not complete in any way. Everything is sold as is, without any liability on the part of the seller.
- That if there has been an opportunity for inspection prior to an auction, complaints will be rejected. If there has been no opportunity for inspection, the buyer may, within 10 days of the invoice date, return the purchased items to the seller, but only in cases where the items do not correspond to the description. Transport and logistics costs are the responsibility of the buyer, including in the case of returns.
- That from the After the auction has closed, the purchased items are at the buyer's risk. Ownership is only obtained once the invoice has been registered as paid.
- The acquirer of the equipment, due to its specific nature, accepts that they waive their right to return the equipment and/or make objections after the transfer of risk at the time of transfer.
- In the event of the seller's inability to deliver, regardless of the cause, the buyer waives the right to claim or sue for compensation or any loss, including waiving the right to substitute purchases, direct or indirect losses, loss of expected revenue or any form of compensation. In the case of non-delivery, the auction winner is only entitled to a refund of the prepayment related to their auction bid without interest and without additional costs.
- The auction sale is only a B2B trade for commercial purposes, and buyer regulations on cancellation rights (B2C law) do not apply, and sales to private/consumer purchases are not accepted.
- The buyer is solely responsible for complying with all applicable laws/regulations related to the transport of the purchased item after pickup, including any export from Denmark, including compliance with applicable tax requirements and documentation requirements.
- If the product is a registered "dual-use" item, it can only be delivered to the buyer when an export permit has been obtained from the relevant authority. The buyer must ensure export documentation, as well as any export permits for dual-use products, which apply to both the buyer and the seller.
- The buyer guarantees that the above terms and conditions are also respected in later sales channels and are accepted by subsequent buyers.

SSI: Additional conditions for the sale of equipment

## 1. GENERAL

Standard conditions that conflict with these standard conditions, including the Buyer's unilateral standard conditions, are only valid if they are accepted in writing by Testcenter Danmark / Statens Serum Institut, hereinafter referred to as SSI.

## 2. PRICES

All prices are exclusive of taxes, including VAT, fees, etc., that must or potentially must be paid in connection with the agreement. All taxes and fees mentioned must be paid by the Buyer. In addition, the fees specified in the auction house's terms and conditions must also be paid.

## 3. PAYMENT TERMS

Payment must be made in the currency specified on the invoice. The buyer must pay and SSI must receive payment in advance of the delivery of the goods. Payment must be made to the address and account specified on the invoice. If payment is delayed, the Buyer must pay default interest under Section 5(1) of the Interest Act.

## 4. DELIVERY TERMS

All deliveries must be Ex Works (EXW) INCOTERMS 2020 (the place of delivery must be as specified on the invoice or in the order confirmation).

## 5. DELIVERY TIME

To be agreed between the parties and in accordance with the auction terms and conditions.

## 6. PACKAGING

Packaging is the Buyer's full responsibility. SSI will, if possible, carry out packaging in accordance with the Buyer's instructions, and the costs associated with packaging will be invoiced separately to the Buyer.

## 7. QUALITY

The delivery is sold "as is" and without liability and warranty from SSI with all defects and deficiencies, normal wear and tear, modifications, installations, etc. at the time of delivery. SSI does not guarantee that the delivery has no defects or that it is in a fully functional state or maintenance. The Buyer is aware of and accepts that all defects, modifications, installations, etc. on the delivery may result in a changed nature or functionality compared to other similar deliveries. SSI therefore assumes no responsibility for the condition or state of the delivery, and no claims can be made against SSI for defects or deficiencies in the delivery and no compensation can be paid in this regard. The purchaser of the equipment waives the right to return the equipment and/or make objections after the risk has passed.

## 8. WARRANTY

There are no warranties for the delivery whatsoever.

## 9. TRANSFER OF RISK AND OWNERSHIP

The risk and ownership transfer at the time of delivery. The Buyer has full responsibility for deciding whether the delivery should be insured or not.

## 10. ENVIRONMENT

The delivery may contain materials and substances that are harmful to the environment. Once the delivery has been delivered to the Buyer, it is the Buyer's full responsibility to take all appropriate and necessary measures to ensure that applicable environmental laws and regulations are followed during the use, maintenance, and/or disposal of the delivery.

## 11. EXPORT LICENSE

If required by law or other relevant regulation, SSI may be required to obtain an export license, and the sale may be subject to this. Government sanctions may prevent exports. Prior to delivery of the supply, SSI shall, if possible, assist the Buyer in making the necessary arrangements to obtain valid export licenses where relevant. However, it is the Buyer's sole responsibility to obtain valid export licenses. With regard to the use and resale of the delivery, the Buyer guarantees compliance with all restrictions under national and international law, such as embargoes subject to Danish and/or EU and/or UN sanctions and potential end-user restrictions issued by the country of origin or Denmark. The Buyer shall assist SSI in obtaining the necessary end-user certificate(s) so that SSI can obtain the necessary approvals for transfer to third parties where relevant.

## 12. DELAY AND NON-DELIVERY

SSI will do its utmost to deliver the supply on time. However, as a result of SSI's status as a unit under the Ministry of Health in Denmark, delays may occur due to other necessary priorities within the health sector in Denmark. Such delays or any other delay or non-delivery regardless of the reason do not entitle the Buyer to make any claims for damages, including for cover purchases, direct or indirect loss, expected operating or profit loss, or other losses against SSI. In the event of non-delivery, any advance payment for such items will be returned to the Buyer without interest.

## 13. LIMITATION OF LIABILITY

SSI cannot assume any liability in or outside the contract or in any other way for death, personal injury, loss, product liability, or expenses incurred by the Buyer or any other person directly or indirectly or in any other conceivable way arising from the supply provided by SSI to the Buyer. The Buyer and any subsequent purchaser agree to indemnify and hold harmless SSI or its subcontractors, agents, employees, successors, and carriers from and against any liability, loss, damages, claims, suits, and expenses, including legal expenses of any kind, including any claims for recourse imposed on, incurred by, or asserted against SSI or its subcontractors, agents, employees, successors, and carriers, relating to or arising out of the possession, use, selection, delivery, purchase, or operation of any item or delivery provided by SSI to the Buyer.

#### 14. TERMINATION

In the event of an increased state of emergency resulting from, for example, pandemics, crises, wars, or disease outbreaks that prevent SSI from fulfilling its obligations to the Buyer, SSI has the right to terminate this agreement immediately. The Buyer has no right to claim compensation for any losses that the Buyer may suffer as a result of SSI's termination in accordance with this clause.

#### 15. CANCELLATION

In the event of the Buyer's breach of the standard terms or obligations under the agreement, so that the fulfillment of this is threatened, this will be considered a material breach that gives SSI the right to terminate the agreement. The breach will in any event be considered a material breach if the Buyer is insolvent, as evidenced by the Buyer's failure to pay or failure to obtain an export license.

If SSI considers a material...

#### 16. DISPUTES, CHOICE OF LAW AND VENUE

Any dispute relating to or arising from this agreement shall be governed and construed in accordance with Danish law with respect to both substantive and procedural matters, except for Danish choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute mentioned above, including disputes regarding the existence, validity, or termination of this agreement, shall be decided by the Copenhagen City Court in accordance with applicable law.

SSI reserves the right to change the terms. If this happens, the bidders will be informed and must approve the amended terms in connection with login or otherwise.

Statens Serum Institut (SSI) 19 April 2023

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