

# Standard Terms and Conditions for Ellab Field Services & Consulting

## 1. Interpretation

- 1.1.1 "Ellab" means, Ellab A/S, CVR. no. 20896949.
- 1.1.2 These standard terms and conditions for Ellab Field Services & Consulting ("Terms and Conditions") are an integral part of the Purchase Order ("PO") between Ellab and the "Client", the party governing and hiring Ellab to execute the agreed "Order", meaning the agreed Ellab Field Services & Consulting defined in the "Quotation", which is a document specifying the services provided to the Client, including descriptions of the recommended Ellab Field Services & Consulting at a defined or estimated price, under these Terms and Conditions. Together the Quotation, the PO and the Terms and Conditions are referred to as the "Agreement".
- 1.1.3 The Client and Ellab are each a "Party" and together the "Parties".
- 1.1.4 Ellab forwards to the Client these Terms and Conditions as part of the Quotation. The Agreement is considered accepted once Ellab receives the PO from the Client, which is required to get the Order on Ellab's schedule.
- 1.1.5 To the extent that the terms stated in the Quotation conflict with these Terms and Conditions, the Quotation shall prevail. In case of conflicts between these Terms and Conditions and any of the Client's terms and conditions or other documents, these Terms and Conditions shall prevail. Ellab's acceptance of the Order is expressly conditioned on the Client's acceptance of these Terms and Conditions.
- 1.1.6 "Ellab Field Services & Consulting" means services performed by Ellab such as, but not limited to, qualification, validation, calibration, and consulting services.
- 1.1.7 "Ellab's Standard Protocols" means protocols developed by Ellab describing the steps and procedure in executing the Ellab Field Services & Consulting specified in the Quotation.
- 1.1.8 "Scope of Work" or "SOW" means the agreed scope for the Ellab Field Services & Consulting described in the Quotation.
- 1.1.9 "Insolvency Event" means the occurrence of any one or more of the following events in relation to the affected party: (a) that party becomes unable to pay its debts admits its inability to pay its debts or becomes insolvent; (b) a petition is presented, an Order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of that party; (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to that party and/or over all or any part of the assets of that party; (d) that party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (e) anything equivalent to any of the events or circumstances listed in limbs (a) to (d) (inclusive) occurs in any applicable jurisdiction.

## 2. Payment terms

### 2.1 Fixed Price Order

A "Fixed Price Order" means an Order with a fixed service price to complete the whole Order. In such circumstances:

- 2.1.1 Initial 25% of estimated total investment will be invoiced upon Client's receipt of PO. The invoice is due within 30 days after Client's receipt of invoice.
- 2.1.2 Remaining balance will be invoiced every 30 days until the Order has been completed.
- 2.1.3 Net 30-day payment terms following Client's receipt of respective invoice(s).
- 2.1.4 Final invoice will include any cost or pricing adjustments required by Ellab and communicated to the Client and agreed to in advance by the Client.
- 2.1.5 Any scope changes will be billed at the agreed rate.
- 2.1.6 Clients are responsible for paying their own applicable taxes.
- 2.1.7 Reasonable shipping, handling, parking, and toll charges will be billed in addition to the Quotation.
- 2.1.8 The Quotation is valid for 45 days.

### 2.2 Hourly Order

An "Hourly Order" means an Order, which is billed according to time and material. In such circumstances:

- 2.2.1 Invoicing per every 30 days.
- 2.2.2 Net 30-day payment terms following Client's receipt of respective invoice(s).
- 2.2.3 Invoices shall include listing or time sheets showing the hours worked by each billable employee on each workday along with the labour rate. Any overhead not included in the labour rate shall be listed separately.
- 2.2.4 Invoice copies shall be provided for all materials procured for the Order, and for any subcontracted services.
- 2.2.5 Clients are responsible for paying their own applicable taxes.
- 2.2.6 Reasonable shipping, handling, parking, and toll charges will be billed in addition to the Quotation.
- 2.2.7 Quotation duration: 45 days

### 2.3 Staffing Order

The following terms apply to a "Staffing Order", which typically is a long-term agreement, however with an agreed period of time specified in the Quotation, where Ellab has one or more employees working full time for the Client performing an agreed SOW.

- 2.3.1 Invoicing per every 30 days.
- 2.3.2 Net 30-day payment terms following Client's receipt of respective invoice(s).
- 2.3.3 Invoices shall include listing or time sheets showing the hours worked by each billable employee on each workday along with the labour rate. Any overhead not included in the labour rate shall be listed separately.

- 2.3.4 Invoice copies shall be provided for all materials procured for the Order, and for any subcontracted services.
- 2.3.5 Clients are responsible for paying their own applicable taxes.
- 2.3.6 Reasonable shipping, handling, parking, and toll charges will be billed in addition to the Quotation.
- 2.3.7 Quotation duration: 45 days

## 3. Preconditions prior to Order Start

### 3.1 Documents and SOPs

- 3.1.1 If nothing else is stated in the Quotation, Ellab will execute the Ellab Field Services & Consulting based on Ellab's Standard Protocols.
- 3.1.2 If the Client has special protocols or Standard Operating Procedures ("SOPs"), which Ellab needs to follow, this must be agreed upon before Order start.
- 3.1.3 If the Client's SOPs are not considered as part of the Quotation, this may cause changes to SOW, which will be billed accordingly to the Client.
- 3.1.4 The Client must provide all necessary information and documents, including SOPs, to perform the agreed services, prior to starting the final preparation of the Order.
- 3.1.5 These documents must be delivered minimum 1 week before the agreed start date for the Order.

### 3.2 Preparations

- 3.2.1 The Client undertakes to carry out any agreed necessary preparations specified in the Quotation or SOW before the start of the Order.

## 4. Business hours

### 4.1 Standard business hours

- 4.1.1 Ellab's standard business hours are Monday through Friday within 8am to 5pm, which includes 8 hours of work per day.

### 4.2 Hourly Order and Staffing Order

- 4.2.1 Hourly Orders and Staffing Orders are based on 8 hours per employee per day for on-site work. This includes the assumption that the employee will be working continuous days each week (minimum of 40 hours Monday through Friday), continuous weeks, unless agreed to by Ellab. The foregoing is subject to compliance with applicable employment laws, including with respect to break periods.
- 4.2.2 The Client acknowledges that nothing in the Agreement shall be understood or interpreted as to limit, interfere, or modify (i) Ellab's sole discretion regarding the allocation of the specific working time to Ellab's members of staff and (ii) Ellab's exclusive directional rights as an employer to give instructions to its employees in the context of providing the Ellab Field Services & Consulting.

### 4.3 Vacation and time off

- 4.3.1 Ellab's staff will have access to their paid time off (vacation, sick, holiday), and may be utilized during the time of the Order. This will be conveyed to the Client contact with proper notice.

## 5. Delays and changes in the Order

### 5.1 Delays

- 5.1.1 The Quotation is calculated based on efficient use of time at the Client's site based on the SOW. Quotation assumptions may include the length of processes, testing multiple Units Under Test ("UUT") simultaneously, availability and access to the UUTs and facilities, and Client's approval and turnaround of documentation, however, delays may be unavoidable and are impossible to calculate ahead of time.
- 5.1.2 Delays not being the fault of Ellab, which causes usage of additional time, will be billed in addition to the Quotation. The extra billing will be at time and material, unless and to the extent that the relevant Ellab staff have not been rescheduled to other Orders.
- 5.1.3 If the actual processing time of one or more of the planned Ellab Field Services & Consulting are more than 30% higher than as stated in the Quotation, and the delays are not caused by the Client, Ellab will inform the Client in advance of completing the Order. The Client has the option to either:
- terminate the Order leaving the remaining part uncompleted, in which case Ellab shall be entitled to bill for the services provided by Ellab but not already billed for; or
  - to continue the Order and additionally pay the exceeded working hours.

### 5.2 Changes in SOW or unavailability of UUT

- 5.2.1 Hours accrued due to situations such as UUT unavailability, UUT failures, Client documentation turnaround, schedule changes, and SOW changes will be billed commensurate to the level and quantity of staff dedicated to the Client's Order, validation equipment, and reasonable travel expenses as required.

### 5.3 Changes of schedule

- 5.3.1 If the Client wants to change the agreed schedule it must be submitted in writing to Ellab with minimum 14 days' notice for Ellab to adjust the timeframe. Any additional reasonable costs for adjusting schedule may be billed in addition to the Quotation.
- 5.3.2 In scenarios where Ellab staff is not able to enter the Client's facilities to perform the Order, because of restrictions, such as COVID-19 restrictions, Ellab may require changes to the Order schedule. In such circumstances, the Order will be executed with a changed schedule, which may cause any additional reasonable costs for adjusting the schedule to be billed in addition to the Quotation.

## 5.4 Errors and omissions

5.4.1 To the best of (a) the Client's knowledge the information provided by the Client to Ellab to perform services is accurate, (b) Ellab's knowledge the Quotation accurately reflects the information provided by the Client. Both Ellab and the Client agree to excuse minor mistakes and oversights and agree to work together as the Order moves forward on scope and pricing adjustments to ensure a successful completion of the Ellab Field Services & Consulting.

## 5.5 Additional or supplementary work

5.5.1 If the Client wants to engage Ellab for additional work, the Client must submit a written request to Ellab. Ellab will try to execute this work if possible, which will be billed accordingly.

## 5.6 Incompletion of services

5.6.1 In the case Ellab cannot complete the agreed SOW for reasons that lie within the liability, responsibility, or powers of procurement of the Client, Ellab still has the right to invoice the agreed services.

## 6. Personal protection

### 6.1 Personal Protection Equipment

6.1.1 The Client is required to provide the necessary Personal Protection Equipment ("PPE") to perform tasks safely at the Client's facility and/or to meet specific requirements on-site. If Ellab is required to purchase PPE specific to the Client's needs this will be billed in addition to the Quotation.

## 7. Staff and equipment

### 7.1 Ellab staff

7.1.1 Ellab's staff will be adequately experienced or supervised by an adequately experienced Ellab staff member to perform the Ellab Field Services & Consulting. Unless otherwise agreed in writing with the Client, Ellab is allowed to use subcontractors to perform the Ellab Field Services & Consulting, provided they meet the same qualification standards as the Ellab staff.

### 7.2 Required training of Ellab staff

7.2.1 If Ellab's staff requires site specific training in order to perform work at the Client's facility, and if it is not included in the Quotation, then it will be billed commensurate to the level and quantity of staff, and reasonable travel expenses are required.

### 7.3 Badge access

7.3.1 Ellab's staff requires badge access to the Client's site to perform work efficiently. If the Ellab staff is required to complete any training to attain the badge access the time will be billed in addition to the Quotation.

### 7.4 Office and internet access

7.4.1 Ellab's staff requires office and internet access in order to perform work efficiently. Ellab can utilize either the Client's in-house network or a guest network.

### 7.5 Client's equipment

7.5.1 In case the Client is the provider of validation equipment, Ellab requires a constant stream of equipment to be ready and provided to Ellab to allow Ellab to execute at the speed outlined in the plan agreed between Ellab and the Client.

7.5.2 Equipment replacements may be required, and these can be purchased or rented from Ellab

7.5.3 Repairs to Client's validation equipment will not be executed.

7.5.4 If additional validation and/or monitoring equipment is required, then these are available via Ellab. This additional equipment may be included as part of the Quotation or subject to purchase/rental rates as necessary with separate terms and conditions.

7.5.5 In Staffing Orders, computing and other required equipment must be provided by the Client if the Client requires use of special equipment or software, which Ellab do not has in its inventory.

7.5.6 Ellab can also supply supplemental equipment to be billed separately.

### 7.6 Assisting equipment

7.6.1 For warehouses and large rooms, the Client is required to provide a personal lift and operator to assist in the placement and retrieval of sensors. The lift and the operation of the lift must, at the Client's risk, be compliant with all applicable health and safety laws and regulations.

### 7.7 Ellab's equipment

7.7.1 If agreed in the Quotation, Ellab will be utilizing its own validation equipment and computers and will be utilizing a validated software. If documentation of the specific validation of the computers used for the Order are required, an additional fee will apply.

7.7.2 Any damage to Ellab's equipment at fault of the Client will be billed accordingly. An example of possible damages that can occur due to: unforeseen changes of the operating environment of the measuring equipment, which is outside the specification.

7.7.3 If the equipment is damaged by a technical defect in the Ellab equipment, Ellab shall by repair or replacement at Ellab's unrestricted option remedy the defected equipment.

7.7.4 Ellab shall employ reasonable efforts to ensure that 90% of sensors are operational and in specification at the time of testing. This is due to potential dropout of a sensor's battery, or damage received while in use in the field.

7.7.5 If the Client has a stricter requirement, Ellab can leverage the Client's policy, but this may cause delays, which will be billed in addition to the Quotation.

## 7.8 Employment of staff

7.8.1 The Client undertakes that it shall not proactively, during the term of the Agreement plus an additional period of 6 months thereafter, solicit the Ellab staff that provided work on the Client's site for the purpose of offering employment, unless expressly approved by Ellab in writing.

7.8.2 If the Client decides to ignore clause 7.8.1, Ellab will bill the Client for a 6-month period with the same hourly rate as specified in Quotation.

7.8.3 Provided, however, that nothing herein prevents either party from making solicitations of searches for employees directed at the public or in general and/or found in general publications, including without limitations such as through advertisements, newspapers, trade journals, website postings or the Internet, employment forms or otherwise that are not specifically directed towards employees of the other party or responding to any unsolicited communication received from any such employee of the other party.

## 8. UUT

### 8.1 Preconditions

8.1.1 All UUT should have digital controllers. If the unit does not have a digital controller it may be subject to additional fees.

8.1.2 It is prerequisite that all UUT will be available, functional, and ready for the work to be performed. The IQ/OQ/PQ/CQ/RQ (as applicable) will be able to be performed in succession without delay. Additional work may be necessary due to failed studies and/or scope changes.

### 8.2 Loaded studies

8.2.1 If loaded studies are to be performed, the load must be provided by the Client.

8.2.2 For controlled temperature loaded studies, the load must be preconditioned to the temperature under test.

8.2.3 For walk-ins and warehouses the Client is responsible for providing labour to place the load items.

8.2.4 For autoclaves and ovens, an adequate quantity of load is required to run studies in succession for efficiency.

### 8.3 Calibration of UUT

8.3.1 All UUT needs to be either in current calibration or have Ellab perform the calibration prior to moving forward with the testing. If not in calibration, Ellab can calibrate the UUT for an additional fee.

8.3.2 If the UUT is in current calibration, the Client must provide a copy of the calibration certificate(s) for the controller and/or monitoring system.

### 8.4 Operation of UUT

8.4.1 If Ellab staff is not authorized by the Client to operate the UUT, then the Client must provide qualified personnel during all times Ellab is on-site to assist.

### 8.5 Disruption of production processes

8.5.1 Please note that the Ellab Field Services & Consulting may lead to disruption of the production process of the Client, due to interfering with the UUT.

## 9. Order management

### 9.1 Management of the Order

9.1.1 Unless included in the Quotation, Ellab will not perform Order management nor provide updates about progress in the Order plan.

### 9.2 Status report

9.2.1 If required by the Client a status report of Order hours and Order completion will be completed at regular intervals to ensure Order delivery is on-course.

9.2.2 If not already included in the Quotation the hours for Order updates may be billed in addition to this Quotation.

## 10. Legal terms

### 10.1 Limitation of liability

10.1.1 Ellab's statutory liability for damages shall be limited as follows:

- i. Ellab shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the Agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the Agreement, the breach of which endangers the purpose of the Agreement and on the fulfilment of which the Client regularly relies);
- ii. Ellab shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

10.1.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the Danish Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.

10.1.3 The Client shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for Client to make back-up copies of data on a regular basis and to carry out security checks (in particular for the purpose of defending or detecting viruses, malware and other disruptive programmes within Client's IT System).

10.1.4 Ellab shall not be held responsible for any claims that might arise as a result of false, misleading or incomplete information, data or documentation furnished by other parties than Ellab.

10.1.5 Regardless of the legal grounds giving rise to liability, Ellab shall not be liable to the Client or any third party for any loss of production, loss of profit, loss of

goodwill, loss of data, withdrawal of products or any other indirect/and or consequential loss, damage, costs, expenses or other claim unless such claim has been caused by Ellab's wilful misconduct or gross negligence.

- 10.1.6 Ellab disclaims its liability to the furthest extent possible in relation to product liability under Danish Law. Ellab is not liable for any damage occurred as a result of the Client's fault or negligence or for any damage of which the risk hereof has increased due to the act of omissions of the Client.
- 10.1.7 Ellab will maintain a reasonable level of liability insurance cover. The Client, however, is responsible for taking out its own insurances, including liability insurances, as well as ensuring safe working conditions on the Client's premises.
- 10.1.8 Ellab's liability under the Agreement shall not exceed EUR 1,000,000.
- 10.1.9 To the extent Ellab's liability is limited or excluded, the same shall apply in respect of any personal liability of Ellab's legal representatives, employees and vicarious agents.

## 10.2 Term

- 10.2.1 The Agreement commences on the date on which Ellab receives the PO from the Client and continues until the date specified in the Quotation, unless it is terminated earlier in accordance with its terms.

## 10.3 Termination of the Agreement

- 10.3.1 Either party may immediately terminate the Agreement by giving written notice to the other party ("Defaulting Party") if:
  - i. the Defaulting Party commits a material breach of the Agreement and such breach is irremediable; if such breach is capable of remedy, the Defaulting Party fails to remedy the breach within 30 days of receipt of the other party's written notice to do so;
  - ii. an Insolvency Event occurs in relation to the Defaulting Party.
- 10.3.2 In case the Client wants to terminate a Fixed Price Order or an Hourly Order for convenience, such request for termination must be submitted in writing to Ellab a minimum 30 days before the agreed Order start date, specified in the Quotation.
- 10.3.3 Termination for convenience in accordance with clause 10.3.2 is without prejudice to Ellab's right to invoice, and the Client's obligation to pay, the charges for such Order, provided that Ellab shall seek to minimize charges for such Order to the Client by, if possible, reallocating resources to other Orders. All remaining costs will be billed to the Client.
- 10.3.4 For Fixed Price Orders and Hourly Orders, Ellab has no termination rights for convenience.
- 10.3.5 Either Party may terminate a Staffing Order by providing a written 30 days' notice to the other party.

## 10.4 Consequences of termination

- 10.4.1 On expiry or termination of the Agreement for any reason, Ellab shall be entitled to invoice for any work undertaken that has not been subject to an invoice as at the date of expiry or termination.
- 10.4.2 Each party's further rights and obligations under the Agreement will cease immediately upon the expiry or termination of the Agreement, provided that the expiry or termination will not affect:
  - i. the accrued rights and obligations of the parties as at the date of expiry or termination; or
  - ii. the continued operation of any provisions of the Agreement which are necessary for the interpretation or enforcement of the Agreement.

## 10.5 Force majeure

- 10.5.1 Ellab will not be liable in any way for failure or delay in performing the any of its obligations under the Agreement when such failure is due to any event that Ellab has not reasonably been able to predict, avoid or remedy or any other cause that was unforeseeable at the time of making the Agreement or could not reasonably have been avoided or overcome by Ellab.
- 10.5.2 In scenarios where Ellab staff are not able to enter the Client's facilities to perform the Order because of pandemic restrictions, such as COVID-19 restrictions, Ellab may require changes to the Order schedule.

## 10.6 Confidentiality

- 10.6.1 The Client shall not during the term of this Agreement nor at any time after its termination to any third party disclose, directly or indirectly, any of Ellab's know-how, trade secrets and information (collectively "Confidential Information") which is or may be disclosed to by Ellab or accessed by the Client during the performance of this Agreement and to instruct its employees and subcontractors accordingly in writing. Such information shall be treated by the Client as strictly confidential and shall not be used or copied for any purpose(s) other than for the execution of this Agreement.
- 10.6.2 Confidential Information includes information that is marked as confidential or if the confidential character of such information becomes clear in connection with the information. Confidential Information shall not include information which (i) was in the public domain at the time of communication to the Client or is later placed in the public domain by Ellab, (ii) entered the public domain through no fault of the Client subsequent to the time of disclosure hereunder to the Client, (iii) was in the Client's possession free of any obligation of confidence prior to disclosure hereunder, or (iv) was developed by employees or agents of the Client independently of and without reference to any Confidential Information.
- 10.6.3 The Client shall refrain from obtaining, commercially exploiting or imitating Confidential Information that is incorporated in the Ellab Field Services & Consulting or products of Ellab to which Ellab has granted the Client lawful possession by testing, observing, examining or dismantling Ellab Field Services & Consulting or products of Ellab, unless Ellab has made such Confidential Information publicly available

## 10.7 Other terms

- 10.7.1 No failure or delay to exercise any right under the Agreement will waive any such right. The invalidity or unenforceability of any provision of the

Agreement will not affect the validity or enforceability of any other provisions of the Agreement, which will remain in full force and effect.

## 10.8 Governing law and disputes

- 10.8.1 This Agreement between Ellab and the Client (and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation) shall be governed in all respects by and interpreted in accordance with Danish Law.
- 10.8.2 The Convention on Contracts for the International Sale of Goods shall have no force or effect on transactions under or in relation to this Agreement.
- 10.8.3 Each of the Client and Ellab irrevocably agrees that the courts of Denmark shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement (including the subject matter, formation, existence, validity and termination of this Agreement) with the city court where Ellab has its registered office in Denmark as the court of first instance.
- 10.8.4 However, Ellab may institute legal proceedings against the Client also in any other court having proper jurisdiction over the Client.

## 10.9 Severability

- 10.9.1 In case any provision of this Agreement is or will be held invalid or if this Agreement is incomplete, the remainder of this Agreement shall continue in full force and effect.
- 10.9.2 Ellab and the client shall substitute any invalid provision or any incompleteness of this Agreement by such enforceable provision which comes as close as possible to the economic intent of this Agreement.

## 10.10 Amendments to the Agreement

- 10.10.1 Any amendments or additions to this Agreement including amendments to this Section 10.8 shall be made in writing.

## 10.11 Client terms and conditions

- 10.11.1 Any deviating general terms and conditions of the Client shall not apply unless Ellab and the Client have agreed otherwise in writing.