



GENERAL PURCHASE CONDITIONS FOR GOODS AND SERVICES

Version May 2026

1. APPLICABILITY

- 1.1. These General Purchasing Conditions (the **"General Conditions"**) shall apply to all orders, including written orders issued to the Supplier by any means of written communication such as email or electronic procurement system referencing these General Conditions (each such order, a **"Purchase Order"**) and agreements relating to the purchase by any company in the Diaverum Group (referred to as **"Diaverum"**) of products and/or services (the **"Deliverables"**) from any supplier (the **"Supplier"**), where reference has been made to them (each such order or agreement, an **"Agreement"**).
- 1.2. A Purchase Order may deviate from or supplement these General Conditions only if the Purchase Order explicitly and specifically states that it is amending these General Conditions and identifies the provision(s) being amended. In such case, the Purchase Order shall prevail over these General Conditions to the extent of such deviation.
- 1.3. No terms or conditions contained in any document issued by the Supplier that deviate from these General Conditions shall be binding on Diaverum.
- 1.4. If the parties have entered into an existing written agreement, other than a Purchase Order, governing the purchase and supply of Deliverables (a **"Framework Agreement"**), each Purchase Order placed under that Framework Agreement shall be governed first by the Framework Agreement, second by any terms in the Purchase Order that explicitly and specifically deviate from these General Conditions in accordance with Section 1.2, and third by these General Conditions, which shall apply only to matters not addressed by the Framework Agreement. If no Framework Agreement exists, a Purchase Order and these General Conditions shall apply in accordance with Section 1.2.
- 1.5. The version of these General Conditions in force on the date on which the Agreement is concluded in accordance with Section 2.1 shall govern that Agreement for its entire duration, regardless of any subsequent update, amendment or replacement of these General Conditions.

2. PURCHASE ORDERS, CHANGES AND CANCELLATION

- 2.1. The Supplier shall, within seven (7) calendar days from receipt of a Purchase Order either confirm the Purchase Order or reject it. By accepting a Purchase Order, the Supplier agrees that these General Conditions shall govern the relationship between the parties with respect to the Deliverables covered by such Purchase Order. If the Supplier has neither confirmed nor rejected the Purchase Order within the said time period, but has commenced performance or delivery of the Deliverables, the Supplier is deemed to have accepted the Purchase Order, and thereby these General Conditions.
- 2.2. Diaverum may request that the Supplier amend the Deliverables at any time prior to delivery or completion of performance.
- 2.3. If a change requested by Diaverum affects any of the Supplier's obligations (including Delivery Date or prices), the Supplier shall notify Diaverum in writing of any price adjustment or delays arising from the requested change within seven (7) calendar days from the date of Diaverum's request. Failure to provide such notice within that period shall constitute the Supplier's acceptance of the proposed change without any delays or additional costs to Diaverum. Any price adjustment shall be subject to Diaverum's written acceptance before the Supplier implements the requested change. If the parties are unable to agree on a revised price within a reasonable time, the Supplier shall be entitled to cancel the performance of the applicable Deliverable by providing written notice to Diaverum, in which case such amendment shall be deemed a cancellation pursuant to Section 2.4.
- 2.4. Diaverum may cancel a Purchase Order at any time prior to the dispatch or completion of performance of the Deliverables, provided that Diaverum compensates the Supplier for any reasonable costs actually incurred in connection with the provision of the Deliverables up to the date of cancellation.
- 2.5. Upon Diaverum's request, the Supplier shall provide detailed calculations and supporting documentation evidencing such costs. Failure to provide such calculations and documentation shall relieve Diaverum of any obligation to pay for costs related to the cancelled Purchase Order.

3. PRICE AND PAYMENT

- 3.1. The prices for the Deliverables are fixed as set out in the agreed price list or, if there is no agreed price list, the Purchase Order. If no price is specified, the price shall be as agreed between

the parties or, failing agreement, the prevailing market rate for equivalent goods or services.

- 3.2. The prices shall include all costs associated with the supply (including but not limited to packaging, labelling, transport, insurance and customs duties) and are exclusive of VAT, which shall be payable by Diaverum at the applicable rate against a valid VAT invoice. Where any Deliverables are exempt from VAT, zero-rated, or subject to a reverse charge or similar mechanism under applicable law, no VAT shall be charged by the Supplier in respect of such Deliverables, and the Supplier shall issue an invoice reflecting the applicable VAT treatment.
- 3.3. The Supplier shall, following Delivery (as defined in Section 4.5) issue invoices in accordance with Diaverum's invoicing instructions and reference the applicable Purchase Order number. If an invoice does not match the Purchase Order or meet Diaverum's invoicing requirements, Diaverum shall have the right to reject such invoice and request resubmission by the Supplier, and the payment term set forth in Section 3.4 shall be tolled until a correct invoice has been received by Diaverum.
- 3.4. Diaverum shall pay all undisputed invoices within sixty (60) days from the date of receipt of a correct and complete invoice. If Diaverum disputes any invoiced charges or costs, it shall notify the Supplier in writing and shall be entitled to withhold payment of the disputed amount until the dispute has been resolved. Payment by Diaverum shall not constitute acceptance of the Deliverables.
- 3.5. Each party shall be entitled to set off any amounts owed at any time by the other party against any amounts payable at any time by such party to the other party under the Agreement or any other agreement between the parties.

4. DELIVERY

- 4.1. Time is of the essence with respect to the delivery of the Deliverables and the performance of the Supplier's obligations under the Agreement.
- 4.2. The Supplier shall deliver the Deliverables on the agreed delivery date (the "Delivery Date"). If the Supplier anticipates that it will be unable to deliver the Deliverables on the agreed delivery date, it shall immediately notify Diaverum in writing, stating the reason for the delay and the expected new delivery date. Such notification shall not relieve the Supplier of its obligations under the Agreement.
- 4.3. The Supplier shall deliver or perform the Deliverables at the location specified in the Purchase Order, or if no such location is specified, at the registered address of Diaverum (the "Delivery Location").
- 4.4. Delivery of goods shall be made DDP (Delivered Duty Paid, Incoterms 2020) to the Delivery Location, and any services forming part of the Deliverables shall be performed at the Delivery Location.
- 4.5. "Delivery" means, in respect of goods, the fulfilment of both the Delivery Date and the Delivery Location requirements set out in Sections 4.2 and 4.3 and, in respect of services, completion of the entire scope of services specified in the relevant Purchase Order – at the location specified in 4.3 (as applicable), unless the Purchase Order expressly specifies milestones or phases, in which case Delivery of services shall occur upon completion and sign-off of all such milestones or phases.
- 4.6. If the Supplier fails to effect Delivery of the Deliverables, and such failure is not caused by Diaverum, a change requested by Diaverum, or a Force Majeure Event (as defined in Section 17.1), Diaverum may, without prejudice to any other rights or remedies, withhold payment of the portion of the price corresponding to the delayed or undelivered Deliverables until such Deliverables have been delivered and accepted in accordance with the Agreement.
- 4.7. A Partial delivery shall not constitute Delivery or fulfilment of the Supplier's delivery obligations under the relevant Purchase Order unless the Purchase Order or a subsequent written agreement between the parties expressly provides for partial deliveries. Any partial delivery accepted by Diaverum shall not be deemed a waiver of Diaverum's right to require delivery of the remaining Deliverables.
- 4.8. If the Supplier fails to deliver the Deliverables in accordance with the Agreement, including any failure to meet agreed delivery dates or specifications, and such failure is material (including any delay in excess of fifteen (15) days), Diaverum may, in its sole discretion, purchase products and services equivalent to Deliverables from an alternative supplier. The Supplier shall reimburse Diaverum for any additional costs and expenses incurred by Diaverum as a result of purchasing from such alternative supplier.
- 4.9. Risk of loss or damage and title in and ownership to the Deliverables shall pass to Diaverum upon delivery to the Delivery Location.

4.10. Diaverum shall inspect the Deliverables upon delivery or completion, or at any time during performance. Diaverum shall notify the Supplier of any defects or non-conformities within a reasonable time after discovery.

4.11. Acceptance of Deliverables shall not relieve the Supplier of any of its obligations under the Agreement, including any warranty obligations. Payment for Deliverables shall not constitute acceptance thereof.

5. PERFORMANCE

5.1. The Supplier shall perform the Deliverables (to the extent comprising services) with due care, skill and diligence, in accordance with the specifications, the Agreement, and all applicable laws and regulations. The Supplier shall employ suitably qualified, experienced and trained personnel for the performance thereof.

5.2. The Supplier shall perform in accordance with the timetable and milestones set out in the Purchase Order. The Supplier shall promptly notify Diaverum in writing of any anticipated delays.

5.3. Where the Supplier's personnel are required to work at Diaverum's premises (including any clinic, office or other facility), such personnel shall comply with Diaverum's applicable policies, procedures, security requirements and instructions, including but not limited to hygiene and infection control protocols, patient confidentiality requirements, and health and safety regulations.

5.4. Diaverum shall, to the extent reasonably necessary for the Supplier's performance, facilitate access to relevant premises and provide timely responses to the Supplier's reasonable queries. Where Diaverum's failure to do so directly prevents the Supplier from performing its obligations, such failure shall constitute a valid ground for the Supplier's non-delivery of the affected Deliverables, provided that the Supplier has notified Diaverum in writing of such impediment without undue delay.

5.5. Diaverum shall have the right to require the Supplier to remove or replace any of the Supplier's personnel who, in Diaverum's reasonable opinion, are not performing satisfactorily, lack the required qualifications or expertise, or have behaved in an inappropriate manner.

6. MUTUAL REPRESENTATIONS AND WARRANTIES

6.1. Each party represents and warrants to the other party, as of the date of each Purchase Order, that:

(a) it is duly incorporated (or otherwise duly organised) and validly existing under the laws of its jurisdiction of incorporation or organisation; and (b) it has full power and authority to enter into, execute and perform its obligations under the Agreement, and each party further warrants throughout the term of the Agreement that: (c) it shall comply with all applicable laws and regulations relevant to its performance under the Agreement; (d) it shall not and has not, in connection with the Agreement, engaged in bribery, corruption or any other conduct prohibited by applicable anti-bribery and anti-corruption laws; (e) it shall not engage in any conduct that violates applicable competition or antitrust laws; and (f) it is not subject to any applicable sanctions designations, shall comply with all applicable anti-money laundering and sanctions laws and regulations, and shall ensure that no payment or transaction under the Agreement will constitute or facilitate money laundering or a sanctions violation.

6.2. If either party has reasonable grounds to believe that the other party is in breach of the warranties in Section 6.1 (including, without limitation, any breach of applicable anti-money laundering, sanctions, anti-bribery or anti-corruption laws), the non-breaching party may, by written notice, immediately suspend its payment and other financial obligations under the Agreement for so long as such breach continues or is reasonably being investigated. Any such suspension shall be without prejudice to any other rights or remedies available to the suspending party, and the suspending party shall not be liable for any loss or damage caused by a suspension made in good faith.

7. SUPPLIER WARRANTIES

7.1. The Supplier warrants that:

- a) the Deliverables shall be of satisfactory quality, free from defects, fit for their intended purpose in a medical context, and in conformity with the applicable specifications and laws and regulations, including those governing medical devices, healthcare products and services;
- b) the Supplier holds all licences, permits, authorisations and certifications required for the supply of the Deliverables, including any required under applicable medical device or healthcare regulations; and
- c) the Deliverables are free from any liens, encumbrances or third-party claims.

7.2. The warranty period for the Deliverables shall be twenty-four (24) months from the date of delivery or acceptance (as applicable), or, if longer, the warranty period customarily offered by the Supplier or the manufacturer. The warranty period for any repaired, replaced or re-performed Deliverables shall restart from the date such repair, replacement or re-performance is completed.

7.3. The Supplier shall notify Diaverum in writing at least six (6) months prior to implementing any material changes to the Deliverables, including changes to design, materials, manufacturing processes, or specifications. If the Supplier intends to discontinue any Deliverables, the Supplier shall provide Diaverum with at least six (6) months' prior written notice, during which period Diaverum shall have the right, at its sole discretion, to submit a final Purchase Order for such Deliverables.

8. INTELLECTUAL PROPERTY

8.1. Each party warrants and represents that it has full right, title and authority to grant the rights and licences set out in this Section 8, and that it holds valid and subsisting licences to all Intellectual Property Rights pertaining to any materials provided by it under the Agreement.

8.2. The Supplier's ownership of any Intellectual Property Rights existing prior to, or developed independently of, the Agreement ("Supplier Background IP") is not affected by the Agreement. Where any Supplier Background IP is incorporated in, or necessary for the use of, a Deliverable but does not itself form part of that Deliverable, the Supplier grants Diaverum a non-exclusive, royalty-free, perpetual licence to use such Supplier Background IP to the extent necessary to use the relevant Deliverables for their intended purpose.

8.3. All Intellectual Property Rights created by or on behalf of the Supplier in performing the Agreement that form part of, or a discrete and separable part of, a Deliverable shall vest in and be owned exclusively by Diaverum upon creation. To the extent such rights do not automatically vest in Diaverum by law, the Supplier assigns, and shall procure the assignment of, all such rights to Diaverum, free from any encumbrances or third-party claims. Where newly created Intellectual Property Rights are incorporated in a Deliverable but do not themselves form part of that Deliverable, the Supplier grants Diaverum a non-exclusive, royalty-free, perpetual licence to use such rights to the extent necessary to use the relevant Deliverables for their intended purpose.

The Supplier shall ensure that all personnel and subcontractors involved in creating any Deliverables execute any documents and take any steps reasonably required by Diaverum to give effect to this Section 8.3.

8.4. To the extent that any data is generated in the performance or delivery of the Deliverables, and such data is not otherwise protected by sui generis database rights or other Intellectual Property Rights, the Supplier hereby grants to Diaverum a non-exclusive, royalty-free, perpetual licence to use such data for any purpose connected with the Deliverables or Diaverum's business operations.

8.5. The Supplier shall indemnify, defend and hold harmless Diaverum from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any actual or alleged infringement of any third-party Intellectual Property Rights by the Deliverables or any other materials provided by the Supplier under the Agreement.

8.6. For the purposes of this Section 8, "Intellectual Property Rights" means all worldwide statutory and common law rights in and to: (i) patents and patent applications; (ii) trademarks, service marks, trade names and domain names; (iii) registered and unregistered designs; (iv) works of authorship and copyrights; (v) database rights; (vi) trade secrets, know-how and confidential information; (vii) software and related documentation; (viii) any other intellectual or industrial property rights of a similar nature; and (ix) all applications, registrations, renewals and extensions of any of the foregoing, whether now existing or hereafter filed, issued or acquired.

9. CONFIDENTIALITY

9.1. "Confidential Information" means any non-public information disclosed by or on behalf of one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Agreement, whether in written, oral, electronic or other form, including but not limited to business, financial, technical, operational, clinical and patient-related information.

9.2. Each party shall keep the other party's Confidential Information in strict confidence, use it solely for the purposes of the Agreement, and take all reasonable steps to prevent unauthorised use or disclosure. Each party may disclose Confidential Information to its employees, agents and subcontractors on a need-to-know basis, provided such persons are bound by

confidentiality obligations no less restrictive than those set out herein. Diaverum may also disclose the Supplier's Confidential Information within the Diaverum Group (being all legal entities under the direct or indirect control of Diaverum AB) on the same basis. Each party shall be responsible for any unauthorised disclosure or use by persons to whom it discloses Confidential Information.

- 9.3. The obligations in this Section 9 shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully in the Receiving Party's possession prior to disclosure; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is required to be disclosed by applicable law or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice and cooperates to limit the scope of such disclosure.
- 9.4. These confidentiality obligations shall survive termination or expiry of the Agreement for three (3) years, except that obligations relating to trade secrets shall continue for as long as the information remains a trade secret. Either party may seek injunctive or other equitable relief for any breach of this Section 9, in addition to any other remedies available.

10. DATA PROTECTION AND PATIENT PRIVACY

- 10.1. Both parties shall comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing legislation, in connection with any personal data processed in the performance of the Agreement. Both parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the protection of patient data and other sensitive personal data.
- 10.2. To the extent that the Supplier processes personal data on behalf of Diaverum, the Supplier shall, upon Diaverum's reasonable request, enter into a data processing agreement in accordance with Article 28 of the GDPR or any similar applicable data protection legislation prior to the commencement of such processing.
- 10.3. The Supplier shall not access, process or otherwise use any patient data held by or on behalf of Diaverum unless Diaverum has expressly authorised such access or processing in writing in advance. Any access to or processing of patient data by the Supplier shall be strictly limited to the scope, purpose and duration set out in such

written authorisation. The Supplier shall ensure that its employees, agents and subcontractors comply with this restriction and shall promptly notify Diaverum of any unauthorised or accidental access to patient data.

11. REGULATORY COMPLIANCE AND QUALITY ASSURANCE

- 11.1. The Supplier shall comply with all applicable laws, regulations, directives and standards applicable to the Deliverables, including but not limited to the EU Medical Devices Regulation (EU) 2017/745 (where applicable), applicable pharmaceutical and healthcare regulations, environmental, health and safety legislation, import and export control laws and sanctions regulations.
- 11.2. Diaverum shall have the right, upon reasonable notice, to audit the Supplier's facilities and records to verify compliance with the Agreement and applicable regulations. The Supplier shall maintain complete and accurate records of all manufacturing, testing and quality control activities for the period required by applicable law.
- 11.3. The Supplier shall promptly notify Diaverum of any recall, field safety corrective action, adverse event or regulatory investigation relating to the Deliverables, and the Parties shall cooperate fully with each other and with any relevant regulatory or governmental authorities in connection therewith.

12. INSURANCE

- 12.1. Each Party shall, at its own cost, obtain and maintain in force during the term of the Agreement (and for a period of at least six (6) months following expiry or termination) adequate insurance coverage, including at a minimum: (a) commercial general liability insurance; (b) professional liability (errors and omissions) insurance, where applicable; (c) product liability insurance, where applicable.
- 12.2. The minimum coverage amounts shall be as specified in the Purchase Order or, if not specified, the higher of (i) what is customary in the industry for the type and volume of Deliverables being supplied and (ii) the aggregate annual value of Deliverables provided by the Supplier to Diaverum in the preceding twelve (12) months.
- 12.3. Upon Diaverum's request, the Supplier shall: (a) cause Diaverum to be named as an additional insured under the relevant insurance policies (where available) and provide Diaverum with written confirmation thereof; and (b) provide

certificates of insurance evidencing the required coverage.

13. INDEMNIFICATION AND LIABILITY

- 13.1. Subject to Section 13.3, each party's total aggregate liability to the other party under or in connection with the Agreement shall not exceed the total price paid or payable under the relevant Purchase Order (or, where a claim is not referable to a specific Purchase Order, the total amount paid by Diaverum to the Supplier in the twelve (12) months immediately preceding the event giving rise to the claim). Neither party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, including loss of profit, loss of revenue or loss of business, whether arising in contract, tort or otherwise.
- 13.2. Notwithstanding Section 13.1 without being subject to the limitations or exclusions *set out therein*, the Supplier shall indemnify, defend and hold harmless Diaverum, its subsidiaries, and their respective officers, directors, employees and agents from and against all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach of the Agreement by the Supplier; (b) any defect in, or negligent performance of, the Deliverables; (c) any infringement of third-party intellectual property rights as set out in Section 8; (d) any breach of applicable laws or regulations by the Supplier, including any breach of EU MDR (EU) 2017/745; (e) any personal data breach attributable to the Supplier; (f) any death, personal injury or damage to property caused by the Supplier, its employees, agents or subcontractors; or (g) any recall, field safety corrective action or field correction of the Deliverables attributable to the Supplier.
- 13.3. The limitations and exclusions in Section 13.1 shall not apply to either party's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) wilful misconduct or gross negligence; or (iv) any liability that cannot be limited or excluded under applicable law.

14. SUPPLIER CODE OF CONDUCT

- 14.1. The Supplier shall conduct its business in compliance with all applicable laws and regulations and in accordance with Diaverum's Supplier Code of Conduct, as made available to the Supplier from time to time (including on Diaverum's website). The Supplier shall ensure that its employees, agents, subcontractors and supply chain partners also comply with such Code

of Conduct. The Supplier shall, upon request, provide Diaverum with information regarding its compliance with the Supplier Code of Conduct.

15. SUBCONTRACTING AND ASSIGNMENT

- 15.1. Neither Party shall subcontract, assign or transfer any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Any approved subcontractor shall be bound by obligations consistent with those imposed on the subcontracting Party under the Agreement. The subcontracting Party shall remain fully liable for the acts and omissions of its subcontractors.

16. TERM AND TERMINATION

- 16.1. The Agreement shall commence on the date specified in the Purchase Order or, if no commencement date is specified therein, on the date on which the Agreement is concluded in accordance with Section 2.1, and shall continue for the duration set out in the Purchase Order or, if no duration is specified therein, until all Deliverables have been delivered and accepted in accordance with Section 4 or, in the case of services, until performance has been completed and accepted, unless earlier terminated in accordance with this Section 16 or superseded by a subsequent Purchase Order whose scope of Deliverables encompasses the Deliverables under the preceding Purchase Order.
- 16.2. Either party may terminate the Agreement (in whole or in part) with immediate effect by written notice if: (a) the other party commits a material breach of the Agreement and, where such breach is capable of remedy, fails to remedy the breach within fifteen (15) days of receipt of written notice specifying the breach and requiring its remedy; (b) the other party becomes insolvent, enters into liquidation, receivership, administration or any analogous proceedings, or ceases to carry on business; (c) the other party fails to comply with any applicable law or regulation; or (d) the other party breaches any applicable anti-money laundering, sanctions, anti-bribery or anti-corruption laws or regulations, or the terminating party has reasonable grounds to believe that the other party has engaged in or is engaging in any such conduct. The cure period in sub-paragraph (a) shall not apply to any breach falling under sub-paragraph (d).
- 16.3. Termination of the Agreement shall not affect any rights, obligations or liabilities of either party that have accrued prior to termination, including any right to claim damages for breach.

16.4. Upon termination or expiry of the Agreement, the Supplier shall promptly: (a) return to Diaverum all materials, property, Confidential Information and data belonging to Diaverum; (b) provide reasonable assistance to facilitate an orderly transition to a replacement supplier, for a period of up to ninety (90) days following termination; and (c) deliver all completed or partially completed Deliverables to Diaverum.

17. FORCE MAJEURE

17.1. Neither party shall be liable for any delay or failure to perform its obligations under the Agreement to the extent that such delay or failure is caused by an event beyond its reasonable control, including but not limited to natural disasters, pandemics, epidemics, war, terrorism, civil unrest, fire, flood, earthquake, governmental actions, sanctions or embargoes ("Force Majeure Event"), provided that: (a) the affected party gives the other party prompt written notice of the Force Majeure Event and its expected duration; and (b) the affected party uses all reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance.

17.2. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the Agreement by written notice to the other party.

17.3. The following shall not constitute Force Majeure Events: (a) the affected party's inability to obtain supplies, raw materials or components, unless caused by a Force Majeure Event; (b) changes in market conditions, exchange rates or pricing; or (c) shortage of labour or increased costs.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the jurisdiction of incorporation of the Diaverum entity named in the relevant Purchase Order, without regard to its conflict of laws rules.

18.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by a reputable arbitration institute agreed upon by the Parties. If the Parties are unable to agree on the arbitration institute within fifteen (15) days of a Party's written request to do so, the arbitration shall be administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) in accordance with its rules. The arbitral tribunal shall be composed of three (3) arbitrators. The

seat of arbitration shall be the city in which the Diaverum entity named in the relevant Purchase Order has its registered office. The language of the arbitration shall be English.

18.3. Notwithstanding Section 18.2, either party shall be entitled to seek interim or injunctive relief from any court of competent jurisdiction.

19. MISCELLANEOUS

19.1. No amendment, modification or waiver of any provision of the Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

19.2. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that achieves, to the greatest extent possible, the economic, legal and commercial objectives of the original provision.

19.3. Neither party's failure to enforce any rights under the Agreement shall be deemed to be a waiver of that or any other right, nor shall it create a continuing waiver or expectation of non-enforcement.

19.4. All notices under the Agreement shall be in writing and shall be deemed duly given when delivered by hand, sent by registered mail, or transmitted by email to the addresses specified in the Purchase Order.

19.5. Nothing in the Agreement shall create or be deemed to create a partnership, joint venture, agency or employment relationship between the parties. The Supplier is an independent contractor and shall have no authority to bind Diaverum.

19.6. Except as expressly provided herein, the Agreement does not confer any rights on any person or entity that is not a party thereto.

19.7. The rights and remedies provided in the Agreement are cumulative and in addition to any rights and remedies available at law or in equity.

19.8. Neither party shall use the other party's names, trade names, service marks, trademarks, trade dress or logos, or refer to the other party in any public disclosure, including for marketing or promotional purposes, without the other party's prior written consent in each instance, which consent shall not be unreasonably withheld.

19.9. Any provisions of the Agreement that by their nature are intended to survive termination or expiry shall so survive, including but not limited to

Sections 6 (Mutual Representations and Warranties), 7 (Supplier Warranties), 8 (Intellectual Property), 9 (Confidentiality), 10 (Data Protection and Patient Privacy), 13 (Indemnification and Liability), 14 (Supplier Code of Conduct), 18 (Governing Law and Dispute Resolution), and 19.8 (No Use of Name, No Publicity).

- 19.10.** The Supplier agrees to participate in and cooperate with Diaverum's business partner due diligence process, including by providing any information and documentation reasonably requested by Diaverum in connection with such process. Diaverum may conduct such vendor due diligence process at any time during the term of the Agreement.