

FGV NORGE CLIENT MATERIALS POLICY

HIGHLIGHTS

- **We use samples to provide you with diagnostic services and to improve the quality of diagnostic services FVG provides to its customers (e.g. for use as a control).**
- **We may use your samples anonymously in research, unless you elect otherwise. To opt out of this, please tick the box “do not use anonymously in research” when submitting your order.**
- **We aim to retain all samples for at least 1 to 3 years, depending on the type of sample, for quality control purposes. You may request that we retain your samples for a longer period. During this period, you may request further analysis on your samples, or extracts of your samples, which will be provided where possible. We apply a fee for these additional services.**

PLEASE READ THIS CLIENT MATERIALS POLICY CAREFULLY BEFORE PROVIDING MATERIALS TO US.

WHILST THIS POLICY IS AVAILABLE IN BOTH NORWEGIAN AND ENGLISH, THE NORWEGIAN LANGUAGE TEXT IS TO BE REGARDED AS OFFICIAL AND DEFINITIVE.

“**FGV**”, “**we**”, “**us**”, “**our**” means Fish Vet Group Norge AS, a company registered in Norway with company number 912 044 408, and its Affiliates.

“**Client**”, “**you**”, “**your**” means any person from which, or on whose behalf, we receive Materials.

This Client Materials Policy sets out the terms on which you provide us with, and we accept, Materials, and forms part of the contract(s) between us and you. We may amend this Client Materials Policy at any time without notice to you, provided that any amendments shall apply only to Materials received by us after the date of such amendment (other than as set out under ‘Retention’ below). This Client Materials Policy shall survive termination or expiry of the contract(s) between us and you.

1. Definitions: In this Client Materials Policy, the following terms have the meanings set out below:

“**Affiliates**” means all companies, bodies corporate and other entities controlled by or under common control with a person. Control means the ability to exercise the majority of the voting rights, the ability to appoint and remove the board of directors or management, or the ability to otherwise control an entity.

“**Materials**” means all biological materials and substances received by us from, or on behalf of, the Client.

2. Provision: You confirm, warrant and represent to us that you have obtained and will maintain all authorities, consents and permissions required for, and no breach of any law or regulation will arise as a result of: (i) the provision of the Materials, (ii) our use of the Materials in accordance with the contract(s) between us and you and this Client Materials Policy, and (iii) the provision of information regarding the Materials in accordance with the contract(s) between us and you.

If you are providing the Materials on behalf of another person, whether as such person’s agent or otherwise, you confirm, warrant and represent that you have the authority to bind such person to the contract(s) between us and you and this Client Materials Policy.

You shall indemnify us against all direct and indirect liabilities, costs, expenses, damages and losses (including legal and professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of the representations and warranties set out in this condition 2.

3. Delivery/transit: In relation to the delivery of Materials to us: (i) you shall be solely responsible for making all arrangements for delivery of the Materials; (ii) the risk of loss of or damage to the Materials shall be with you at all times; and (iii) you shall be solely responsible for compliance with all applicable laws and regulations (including, without limitation, all import or export regulations) and compliance with any rules of the delivery service used to transport the Materials. In relation to delivery of Materials from us to you or to a location other than that at which we originally received the Materials: (i) we shall be solely responsible for making all arrangements for delivery of the Materials; (ii) the risk of loss of or damage to the Materials shall be with you at all times; and (iii) we

shall be solely responsible for compliance with all applicable laws and regulations (including, without limitation, all import or export regulations) and compliance with any rules of the delivery service used to transport the Materials.

4. Ownership and use: You retain ownership of the Materials at all times. Notwithstanding the above, you irrevocably consent to us using the Materials in accordance with this Client Materials Policy.

We may use the Materials to provide you with diagnostic services and to monitor and improve the quality of diagnostic services we provide, which may include using the Materials as a control. To the extent that we are required to do so by law or regulation, we may provide Materials to third parties, including government and regulatory authorities.

We may use the Materials anonymously for research and development purposes, unless you elect otherwise. To opt out of this consent, please tick the box “*Do not use anonymously in research*” when submitting your Materials. Where we use Materials for research and development purposes, we will do so only on an anonymous basis, and we may provide Materials to any relevant third party strictly for such purpose.

You acknowledge and agree that the Materials may be transferred, used, processed or otherwise dealt with outside the country in which they are received in accordance with this Client Materials Policy.

5. Intellectual property rights: All intellectual property rights arising in connection with the use of the Materials in accordance with the contract(s) between us and you and this Client Materials Policy shall be owned by us.

6. Retention: We retain Materials for quality control purposes. Our current policy is to retain Materials, so far as they have not been used, for at least the following periods. We may amend our retention policy at any time, without notice, and apply such amendment to Materials received before such amendment.

Sample type	Minimum retention period
Bacterial strains	3 years
Wax blocks prepared for histology	3 years
Histology slides	1 year
Extracted materials for polymerase chain reaction (PCR)	3 years

If specifically requested by you in writing, we may agree to retain Materials for a longer period of time than that stipulated in this condition 6, such agreement being subject to such conditions that we may determine including payment of a fee.

We may dispose of or destroy Materials at any time and for any reason, including where required by law or regulation.

We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss arising under or in connection with: (i) our failure to retain Materials for the period of time specified above for any reason; or (ii) any loss of or damage to Materials.

Although you have no right to require us to deal with or dispose of the Materials or any part(s) thereof in any particular way, you may request return of a sample of the Materials, which we shall endeavour to provide to you, provided that: (i) we have retained the Materials; and (ii) we have sufficient amounts of the Materials available that provision of such sample leaves us with sufficient Materials for quality control purposes; and (iii) you pay our reasonable costs in connection with the provision of such samples.

You may request that we provide further services in relation to Materials that are retained by us to the extent such Materials are available. Such further services shall be subject to acceptance by us, shall be charged at our standard rates from time to time, and shall be provided in accordance with our applicable Terms and Conditions of Business.