

FVG NORGE DIAGNOSTICS TERMS OF BUSINESS

WHILST THESE TERMS ARE AVAILABLE IN BOTH NORWEGIAN AND ENGLISH, THE NORWEGIAN LANGUAGE TEXT IS TO BE REGARDED AS OFFICIAL AND DEFINITIVE.

“FVG”, “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 customer or client of FVG.

This document sets out the terms and conditions on which FVG provides diagnostic services to its Clients. The FVG Client Materials Policy and Privacy Policy shall form part of and be incorporated into these Terms of Business.

1. Definitions: In these Terms of Business, 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.

“**Charges**” means the charges payable by the Client for the supply of the Services in accordance with these Terms of Business.

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

“**Order**” means the Client’s order for Services in whatever form and howsoever made including: (i) orders made through iWise; (ii) orders made on an order form (which is available to print online and in paper format); (iii) orders made by a Client in writing; and (iv) orders made by sending Materials to us.

“**Report**” means any written report which is the product of the Services, detailing the results of the analysis of the Materials.

“**Services**” the diagnostic services provided by FVG to the Client.

“**iWise**” means the service known as iWise provided by us.

In these Conditions: (i) a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (ii) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (iii) a reference to “**writing**” or “**written**” includes faxes and e-mails.

2. Supply of Services: FVG warrants to the Client that the Services will be provided: (i) using reasonable care and skill; (ii) in accordance with all applicable laws and regulations; and (iii) by suitably qualified and experienced personnel. FVG may make any changes to the Services which are necessary to comply with any applicable law or regulation or safety requirement, or which do not materially affect the nature or quality of the Services.

FVG may, from time to time, offer performance timescales for completion of the Services. Whilst FVG shall use all reasonable endeavours to meet any such performance timescales, the Client acknowledges that any such timescales shall be estimates only and time shall not be of the essence for performance of the Services. The Charges payable by the Client shall reflect the timescales actually delivered.

Following completion of the analysis of the Materials, the Report shall be sent to the Client. The Report (and all intellectual property rights therein) shall be owned by FVG absolutely. The Client is permitted to use the Report for its business purposes.

All terms implied into the agreement between FVG and the Client (whether by statute, common law or otherwise) are, to the fullest extent permitted by law, excluded. FVG does not warrant, represent or guarantee (whether expressly or impliedly) that the Services, the results of the Services or the Report are accurate, complete or fit for any particular purpose. FVG shall not be liable to the Client for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Client’s use of or reliance on the Report with the exception of the Client’s direct loss arising

from a breach by FVG of these Terms of Business, or FVG’s fraud, wilful misconduct or gross negligence.

3. Orders: The Client shall not be able to revoke or amend an Order save with the prior written consent of FVG. FVG is not obliged to accept any Order, and Orders shall be deemed to be accepted when FVG commences supply of the Services.

By making an Order, the Client confirms, warrants and represents to FVG that: (i) it is authorised to purchase the Services in relation to the Materials; and (ii) it has obtained and maintains all relevant authorities, consents and permissions required for FVG to provide the Services in relation to the Materials, for the Client to receive the Report, and to enter into and perform its obligations under these Terms of Business. The Client shall indemnify FVG against all direct and indirect liabilities, costs, expenses, damages and losses (including legal and professional costs and expenses) suffered or incurred by FVG arising out of or in connection with any breach of the representations and warranties set out in this condition 3.

If a third party is making the Order on behalf of the Client (whether as the Client’s agent or otherwise), the relevant third party confirms, warrants and represents to FVG that it has authority to bind the Client to these Terms of Business and the relevant third party shall indemnify FVG against all direct and indirect liabilities, costs, expenses, damages and losses (including legal and professional costs and expenses) suffered or incurred by FVG arising out of or in connection with any breach of the representations and warranties set out in this condition 3.

4. Provision of Materials: The Client shall deliver the Materials to FVG at the address notified by FVG for this purpose. The Materials should be of an appropriate type and form for the relevant Services and should be sent in the manner recommended by FVG. Materials should be clearly labelled so as to enable FVG to match the Materials to the relevant Order. FVG shall be under no obligation to commence supply of the Services unless and until it receives the Materials in accordance with this condition 4.

FVG is under no obligation to provide the Services if, in its opinion, the Materials (or any part of parts thereof) are not reasonably capable of analysis, or for any reason become unsuitable for the Services to be provided, and FVG may dispose of the Materials in such a manner as it determines. In such circumstances: (i) if no Services have been performed, FVG will notify the Client of this fact, the agreement will automatically terminate with immediate effect without notice and without liability on FVG’s part and no Charges will be payable by the Client; or (ii) if any Services have been performed, FVG will notify the Client of this fact and the Client shall be liable to pay FVG the Charges in respect of the Services that have been performed and, following payment of such Charges, the agreement will automatically terminate with immediate effect without notice and without liability on FVG’s part.

5. Client obligations: The Client shall: (i) ensure that the terms of the Order and any information it provides to FVG is complete, accurate and not misleading; and (ii) provide FVG with such data, information and materials as FVG may reasonably require in order to supply the Services, and ensure that such data and information is complete, accurate and not misleading.

In the event that FVG does not have all necessary information and/or materials to carry out the Services, FVG will contact the Client in order to obtain such information and/or materials. If FVG is unable to contact the Client and/or the Client does not for any reason provide the necessary information and/or materials, FVG shall be under no obligation to provide the Services and such action by the Client shall be deemed to be a Client Default.

If FVG’s performance of any of its obligations is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation, including, without limitation, those specified in this condition 5 (“**Client Default**”): (i) FVG may, without limiting its other rights or remedies, suspend performance of the Services until the Client remedies

FVG NORGE DIAGNOSTICS TERMS OF BUSINESS

the Client Default; (ii) FVG shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from FVG's failure or delay to perform any of its obligations; and (iii) the Client shall reimburse FVG on demand for any costs or losses sustained or incurred by FVG arising directly or indirectly from the Client Default.

6. Charges and payment: The Charges for the Services shall be in accordance with FVG's standard charging rates at the date on which the Order is placed or such other price as is agreed between FVG and the Client (whether in writing or otherwise). FVG reserves the right to review and change its standard charging rates from time to time without notice to the Client. The Client is responsible for reviewing FVG's latest standard charging rates before placing any Order, which are available on request.

All amounts payable by the Client are exclusive of amounts in respect of value added tax (or similar tax in any jurisdiction) chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made by FVG to the Client, the Client shall, on receipt of a valid VAT invoice from FVG, pay to FVG such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

FVG shall invoice the Client on completion (or earlier termination) of the Services. The Client shall pay each invoice submitted by FVG: (i) within two weeks of the date of the invoice; and (ii) in full and in cleared funds to a bank account nominated in writing by FVG. If the Client fails to make any payment due to FVG by the due date for payment, the Client shall pay interest on the overdue amount at Customer shall pay interest on the overdue amount in accordance with the statutory penalty interest rate from time to time. The Client shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding, except for any deduction or withholding required by law.

On termination of the agreement between FVG and the Client for any reason, the Client shall immediately pay all of FVG's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, FVG shall submit an invoice, which shall be payable by the Client immediately on receipt.

7. Intellectual property rights: All intellectual property rights in or arising out of or in connection with the Services shall be owned by FVG.

8. Limitation of liability:

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

Subject to the remainder of this condition 8: (i) FVG shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss; and (ii) FVG's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges actually paid to FVG by the Client in respect of the relevant Services. Nothing in these Terms of Business excludes or limits FVG's liability for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law. This condition 8 survives termination of the agreement.

9. Force Majeure: A "Force Majeure Event" means an event beyond FVG's reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving FVG's workforce or that of another party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of FVG's third party service providers or subcontractors.

FVG shall not be liable to the Client in respect of any delay or failure to perform its obligations as a result of a Force Majeure Event. If the Force Majeure Event prevents FVG from providing any of the Services for more than 5 business days,

FVG or the Client may terminate the agreement immediately by giving written notice to the other.

10. Miscellaneous: These Terms of Business constitute the entire agreement between the parties and apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of FVG which is not set out in these Terms of Business (including any examples, descriptive matter or advertising issued by FVG). Except as set out in these Terms of Business, no variation shall be effective unless it is agreed in writing and signed by FVG and the Client.

If any provision is or becomes invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Business.

The Client shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to these Terms of Business.

On termination of the agreement for any reason: (i) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected; and (ii) conditions which expressly or by implication survive termination shall continue in full force and effect, including condition 8 'Limitation of liability', the Client Materials Policy and the Privacy Policy.

FVG may at any time assign or transfer all or any of its rights under the agreement with the Client to any of its Affiliates. FVG may at any time subcontract all or any of its rights or obligations to any third party or agent. The Client shall not, without the prior written consent of FVG, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement.

A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

A person who is not a party to the agreement shall not have any rights to enforce its terms.

11. Applicable law: These terms of use, their subject matter and formation, and any non-contractual disputes or claims, are governed by Norwegian law. The parties submit to the exclusive jurisdiction of the courts of Norway.