

Quote reference: CENT20211025
Quote Expiry Date: 25-11-2021

Quote to:

Maayan Eitan-Wexler
CENTARIX Ltd.
Hamarpe 3
Jerusalem
Israel

Ship to address:

T.B.C.

Email: maayan@centarix.com

Tel: +972 737 896 888

Date: 25-10-2021

Dear Maayan,

Please find below our quote for 2x SAN HQ 500 kU package size:

Product Number	Product Description	Package Size	Qty	Unit Price (\$)	Total Price (\$)
70921-150	SAN HQ, TF, >250 U/ul	500 kU	2X	3464,00	6928,00
	Admin, Handling & Shipping / order				150,00
				Total Price:	7078,00

Lead-time: Estimated shipment date from receipt of purchase order is 1 week.

Special Conditions:

The quote is a binding offering for Products delivered within the quote expiry date.

Orders received with delivery dates after the quote expiry date will be subject to revised pricing.

Order submission	Questions/Assistance
Ordering should clearly state the quote reference above and submitted to: E-mail: orders@arcticzymes.com Fax: +47 77 64 89 01 Phone: +47 77 648 900	For any questions to the quote or the Products, please kindly contact your local Business Development Manager: Name: Kees Linschooten Phone: +31615262435 E-mail: kees.linschooten@arcticzymes.com

General Conditions of Sale (the "Conditions")

Definitions:

Affiliated Companies means any company which is controlled by and/or is under common control of AZ. AZ means ArcticZymes AS and its Affiliated Companies.

Contract means each agreement for the purchase of Products from AZ.

BUYER means a company, firm or person to which AZ is selling Products (the other party to a Contract).

Products means Products or services from AZ.

Purchase Order (PO) means BUYER's written instruction to supply the Products, whether placed by formal purchase order or other written communication.

1. APPLICABILITY

- i. These Conditions apply to all sales of Products from AZ. These Conditions alone shall apply to each Contract (and PO). The applicability of other conditions proposed or stipulated by the BUYER in any form, whether written or oral, is hereby expressly rejected.
- ii. Once a PO from BUYER is accepted by AZ (whether expressly or impliedly) a Contract is deemed to have been concluded incorporating these Conditions. If there is no reaction by AZ within 5 working days of the date on which the PO is placed, the PO shall be deemed to have been accepted.
- iii. No change to these Conditions or the PO suggested or made by the BUYER shall be binding unless agreed in writing by an authorized signatory of AZ.
- iv. Failure by AZ to demand strict compliance with these Conditions shall not be construed as a waiver of any such Conditions and shall not affect the validity of, or ability to enforce any of the provisions thereof.
- v. In the event that any of the provisions of these Conditions become or are found to be invalid or unenforceable, this shall in no way impair or affect any of the other provisions, all of which shall remain in full force and effect.

2. BINDING AGREEMENT – PRICE AND PAYMENT

- i. Pricing is only valid for Products purchased through AZ directly.
- ii. The price for the Products shall be as specified in the PO. Upon changes in costs, currency exchange rates or duties/public fees during the time from the order confirmation to the delivery, AZ is entitled to adjust the price in accordance therewith.
- iii. Payment shall be made in accordance with the payment term stipulated in the PO, following receipt of AZ's valid invoice (quoting the PO number), except where BUYER raises an objection in good faith.
- iv. Thirty (30) day payment terms shall apply from date of invoicing, unless otherwise agreed. Alternative agreed terms shall be stated under special conditions in the quote.
- v. In case of late payment the BUYER is liable for a 9,75 per cent default interest per annum, calculated for the delayed period.

3. COMMERCIAL USE RIGHTS

The materials are provided to BUYER on a non-exclusive basis for Commercial Use Purposes (hereinafter called "CommercialPurposes"). Commercial Purposes means use of materials as, but is not limited to a:

- raw material in a manufacturing process
- stand-alone Products or incorporated as a component of an end-user kit under the BUYERS own brand
- component in a commercial service
- internal research and product development tool

Prior to reselling or commercialising BUYER's offering containing AZ Products, BUYER is obligated and acknowledges any and all liabilities associated with:

- obtaining approval from applicable regulatory authorities in the applicable regions
- assessing Freedom-to-operate and the necessity of third-party licences

assessing that such BUYER offering containing AZ Products are suitable for the intended use

4. INTELLECTUAL PROPERTY RIGHTS

- No rights, other than those conveyed from AZ to BUYER through the mere sale of the Products shall be deemed to be transferred from AZ to BUYER.
- BUYER warrants that he will not use any information he may receive with the Products for any other purpose than the Commercial Purposes.
- BUYER warrants that he will not use to Products for the purpose of reverse-engineering or designing-around the Products.
- The BUYER shall be liable for, and shall fully and promptly indemnify AZ against, all costs, damages, losses and claims (including but not limited to legal fees) which AZ may suffer or incur as a result of any infringement or alleged infringement of third party Intellectual Property rights through the use of BUYERS offering or any breach of the warranties or representations in these Conditions and this Section 4

5. THE LIABILITY OF ARCTICZYMES

- Information in respect of Products does not represent guarantees or warranties, unless this is specifically stated in the order of confirmation.
- BUYER's sole and complete remedy for the failure of AZ to provide conforming Products hereunder shall be the replacement of such non-conforming Products with conforming Products, or a full refund of the BUYER's payment for such non-conforming Product, at the discretion of AZ. The BUYER has a duty to examine the Products immediately upon delivery and to notify AZ and the carrier in writing without undue delay and no later than three days after delivery. Alleged faulty Products shall be returned to AZ or be secured upon instructions from AZ. The BUYER may terminate the PO by written notice if the delay is more than 45 days from the delivery date set out in the order confirmation.
- EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS ARE PROVIDED BY AZ WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. AZ MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER THIRD PARTY PROPRIETARY RIGHTS.
- FOR THE AVOIDANCE OF ANY DOUBT AND EXCEPT AS OTHERWISE PROVIDED HEREIN, AZ WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES SUFFERED BY PL ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF AZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS ARTICLE DOES NOT APPLY TO ANY ACTION ARISING FROM THE WILLFUL MISCONDUCT OF AZ.

6. DELIVERY – TRANSFER OF RISK

Unless otherwise agreed, delivery shall be deemed to be FCA (Free Carrier) loading port (Incoterms 2010). Full and unencumbered title to, and risk in, the Products shall pass to BUYER upon delivery. Alternative agreed terms shall be stated in the order confirmation or invoice. If the BUYER does not take relevant steps for the Products to

be received upon delivery, he shall be liable for all costs involved in taking care of the Products. The BUYER must be prepared for the eventuality that terminal owners or carriers destroy uncollected Products.

7. LIEN

AZ has a lien over the Products until they have been paid. Until the Products have been paid, they may not be used or disposed over in any way which may cause AZ to lose the legal protection for this lien.

8. GENERAL

- i. The Contract will only confer rights and benefits on AZ and the BUYER, and no third party will acquire any rights or benefits under the Contract.
- ii. Neither party shall disclose to third parties any details relating to the other party, including prices and sales figures, technical or commercial details or any other confidential information which has been obtained in connection with the Contract, unless such disclosure is required by law or regulatory authority.
- iii. The relationship of the parties is that of independent contractors, and nothing herein shall be construed as establishing one party or any of its employees as the agent, legal representative, joint venturer, partner, employee, or servant of the other.
- iv. These Conditions shall be governed by and construed in accordance with Norwegian law, and the parties irrevocably submit to the non-exclusive jurisdiction of the court in Oslo.
- vi. AZ shall have the right to amend these Conditions from time to time on giving reasonable written notice to the BUYER.
- vii. These Conditions and the other special trading terms (if any) attached hereto set out all the terms relating to the supply of Products to BUYER by the AZ and supersede all previous agreements, understandings and representations between the parties.