

SERVICE AGREEMENT

**between
BioDETECT AS
and**

This Agreement has been entered into onbetween *BioDETECT AS*
with registered office at **Olaf Helsets vei 5, N-0694 Oslo, NORWAY**
(hereinafter referred to as *BioDETECT*) and
..... with registered office at
.....
(hereinafter referred to as Customer).

Article 1.

This Agreement is valid from.....

BioDETECT(or the distributor appointed by *BioDETECT*) shall inspect, test, clean and if necessary align the equipment once a year.

If faults occur in between the service intervals, *BioDETECT* will, on request, repair the equipment on their locations or send a service engineer to the site within 5 working days.

Article 2.

.For the above mentioned inspections; there are two possible kinds of service agreements

Type 1 service: On site service once a year, labour included in the annual fee, all parts used during service will be invoiced. Travel expenses and accommodations will be invoiced.

Type 2 service: Instrument sent *BioDETECT* for service once a year. Labour included in the annual fee, all parts used during service and freight will be charged. The instrument will normally be repaired within 5 working days.

For both type of service the visit on site or instrument sent to us, should be done around 12 months after last service.

For both type of service agreement, it is free use of our technical support by using Email or phone. Software updates is also free of charge.

Article 3.

BioDETECT reserve for oneself the right to adjust the annual amount.

Any revision of the amount shall be informed to the Customer in writing 2 months before the lapse of this agreement.

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Article 4.

This agreement can be terminated within 2 months notice from either of the parties. If no notice has been sent, the agreement will be automatically renewed for a period of one year.

Article 5.

Customer who sign a service agreement will get benefits like:

on site service, free regular software updates, lower price on spareparts and quicker response when they request service.

During the warranty period (12 months), from the day instrument was put into service, Customer with no service agreement signed will of course get their instrument repaired but will then have to send the instrument back to BioDETECT office for service.

BioDETECT reserve for oneself the right to invoice the Customer for repair of damages caused by misuse or any kind of hazard done to the equipment.

The customer is obliged to use and maintain the instrument as advised by the YeastCyte User manual.

Article 6.

If the Customer wants additional service or instrument upgrades that are not included in the agreement, these additional services will be invoiced separately.

Article 7.

The Customer shall according to the agreement with *BioDETECT* make the equipment available for *BioDETECT* service personnel during normal working hours.

Article 8.

The equipment must not be repaired, aligned or altered by anyone else but *BioDETECT* service personnel without a written agreement between the Customer and *BioDETECT* for each separate case.

Article 9.

BioDETECT obligations in this agreement will not cover repair of damages or faults caused by natural disasters, fire, water, explosion or other risk that are normally considered as "force majeure".

Article 10.

If *BioDETECT*, due to strike, lockout, force majeure or any other reason that can not be

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controlled by *BioDETECT*, is not able to fulfil its obligations, the Customer can terminate the agreement. In this case the Customer is entitled to a reasonable credit of the amount specified in article 2, but not to exceed this amount.

Article 11.

BioDETECT strongly recommend a yearly service as mention in Article 2.
For the services described in this agreement Customer will be invoiced **EUR *,-**

Additional charges and prices for the services in this agreement are:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Travel expenses • Living expenses • Replacement/wear parts • Other Faulty parts | <p>Direct travel and hotel charges
If available: Flight ticket on Tourist (Economy) class.
Hotel standard good, no luxury hotel
EUR *,-/day absent from home office
Main Pump, filter and some tubes, we recommended to be replaced yearly. Typical cost less than 15% of yearly fee
Will be invoiced, 10 % discount from pricelist</p> |
|--|---|

Cost of repair and other support between the yearly visits will be charged as follows:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Repairs • Faulty parts • Telephonic and fax support • Regular Software updates • Requested "Customer Designed" Software changes • Reagent kit • Repairs , by sending instrument to <i>BioDETECT</i> | <p>EUR *,- per visit + travel and living expenses as above
Will be invoiced, 10% discount from price list
Free, no cost
Free, no cost
Separate agreement

Discount when buying 5 or more kits
EUR *,- pr hours,+ Faulty parts. Customers pay all transport and insurance costs</p> |
|---|--|

All prices in this agreement are exclusive taxes and duties. Customer shall pay all costs connected with payments, such as taxes, duties, bank fees, etc. All invoices shall be paid net 30 days. Charge of delayed payment is 1.5% per started month of delay.

Article 12.

This agreement is issued in two originals, one for each party. Please tick box.

- Sign in for TYPE 1 Agreement
- Sign in for TYPE 2 Agreement

Date _____
Signature _____
Title _____
_____ For Customer

Date _____
Signature _____
Title _____
_____ For *BioDETECT* AS

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Appendix A:

Prices and other difference if no service agreement signed:

BioDETECT strongly recommend a yearly service as mention in Article 2.

Customer who choose not to sign any service agreement with *BioDETECT* will be charge after the following price list.

- | | |
|---|--|
| • Travel expenses | Same as with contract |
| • Living expenses | Same as with contract |
| • Response time | Max 10 days |
| • On site repairs, Labour cost | EUR * , - per day absent from Main office in Oslo. + travel and living expenses as above |
| • Faulty parts | Will be invoiced according to pricelist |
| • Telephonic and fax support | Min charge EUR *,- |
| • Regular Software updates | EUR *,-, include CD. |
| • Requested "Customer Designed" Software changes | Separate agreement |
| • Reagent kit | No Discount |
| • Repairs , by sending instrument to <i>BioDETECT</i> | EUR *,- pr hours,+ Faulty parts. Customers pay all transport and insurance costs |

All prices in this appendix are exclusive taxes and duties. Customer shall pay all costs connected with payments, such as taxes, duties, bank fees, etc. All invoices shall be paid net 30 days. Charge of delayed payment is 1.5% per started month of delay.