

## 1 AGREEMENT

- 1.1 These terms and conditions of service ("**Terms**") apply to the support services ("**Support**") provided by **Cytiva**, trading as Cytiva ("**Cytiva**", "**we**", "**us**" and "**our**") to the customer ("**Customer**", "**you**" and "**your**") as described in the annexed Support Summary.
- 1.2 The Support Summary, together with any associated Additional Terms and Conditions, Glossary, Schedule of Support Coverage Details ("**Schedule**"), and these Terms constitutes an "**Agreement**" between Cytiva and you. Any other terms and conditions submitted by you on any purchase order are hereby expressly excluded.
- 1.3 This Agreement will commence on the Commencement Date and will continue until the End Date unless this Agreement is earlier terminated in accordance with clause 10 ("**Service Term**").

## 2 SUPPORT SERVICES

- 2.1 We reserve the right to inspect within 30 days after the commencement of the Agreement all Equipment that has not been under warranty or covered by us under the Agreement. The cost of the inspection, as well as any charges necessary to bring the Equipment to Cytiva's standards, including parts, will be your responsibility. If no repair is required, the cost of the service call will be at Cytiva's expense. If Cytiva determines that the deficiencies cannot be repaired, the Equipment may, at Cytiva's discretion and as notified to you in writing, be excluded from coverage under the Agreement.
- 2.2 During any Equipment product warranty period, Cytiva will provide for the Equipment the support services as specified in the product warranty provided with the Equipment, as well as other types of Support identified on the Schedule. After the Equipment product warranty period, Cytiva will provide the Support as specified in the Schedule. Hardware and/or software modifications, if and when applicable and available, will be supplied through the FMI (Field Modification Instruction) program.
- 2.3 Subject to the availability of personnel, Cytiva will provide, at your request and additional expense, other services not specified in the Schedule, including service outside Regular Service Hours. The charge for such service or other items will be Cytiva's prevailing rates then in effect for the relevant services, including travel time. You will be charged for the actual number of hours and travel time or the minimum applicable call out fee, whichever is higher. Other travel expenses and overnight living expenses will be charged at actual cost.

## 3 CHARGES, PAYMENTS AND TAXES

- 3.1 The Annual Fixed Charge will be paid on an installment basis. Cytiva will invoice you for each installment according to the payment periods specified in the Support Summary, as well as for any other payments due under the Agreement. All amounts payable to Cytiva under the Agreement are exclusive of all taxes. Should any taxes be levied on in respect of the supply of any services provided by Cytiva, these amounts will be to your account and will be additional to any other amounts paid or payable to Cytiva by you.
- 3.2 Where any goods and services tax ("**GST**") is imposed on a supply made by Cytiva to you, such GST is to be calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable, provided that Cytiva issues you with a valid tax invoice.

- 3.3 The invoiced amount must be paid before the commencement of the relevant period of Support. If any invoice is not paid by the date of commencement of the relevant period of Support or in the case of the Additional Charges, within the respective payment period, Cytiva may: (a) charge you interest to the extent permitted by law, calculated on the portion of your account overdue at the rate published by Cytiva's bankers as its monthly overdraft rate, which interest may be added to the balance due from you and calculated and compounded on a daily basis, as well as charge you all collection costs and legal fees incurred by Cytiva in connection with the late payment; and/or (b) suspend the Support and/or terminate the Agreement if you have not complied with a written notice from Cytiva requiring you to make the overdue payment within the period specified in the notice.
- 3.4 In addition to the Annual Fixed Charge, you will be responsible to pay for any replacement parts supplied to you by Cytiva at the rates indicated in the Schedule, support or items not specified in the Schedule and any support/materials provided, at Cytiva's discretion, of the types listed under Clause 5 ("**Additional Charges**"). You will pay such Additional Charges within 30 days of the date of invoice issued by Cytiva.

## 4 CUSTOMER'S RESPONSIBILITIES

At all times during the Agreement, you agree to do the following:

- 4.1 provide a suitable location for the Equipment and maintain the Site and environment (including temperature, clean air and humidity control, incoming power quality with no interference, and fire protection system) in a condition suitable for operation of and service to the Equipment, and provide a secured and protected area for storage of Cytiva tools and equipment near the Equipment location;
- 4.2 ensure the Equipment is used solely in accordance with all applicable regulations and the requirements of all manuals relating to the Equipment and spare parts, including any operating, maintenance and other related services documentation; and by properly qualified and licensed personnel;
- 4.3 make the Equipment, and necessary network cabling and communication equipment, where applicable, available without restriction for Support in accordance with a mutually acceptable Support appointment schedule;
- 4.4 facilitate Cytiva's performance of remote diagnostic and repair Support by providing remote access methods reasonably requested by Cytiva, e.g., modem line, internet access;
- 4.5 designate a primary contact and alternate as Cytiva's Support contact; your nominated contacts must have the necessary technical knowledge and expertise to reasonably assist Cytiva in providing the Support;
- 4.6 promptly place support service requests in accordance with any reasonable protocols that Cytiva provides to you in writing;
- 4.7 promptly notify Cytiva in writing of any change in your information specified on the Support Summary, location of Equipment, or your ownership or management control;

- 4.8 when Cytiva is required to perform any Support outside of Regular Service Hours, ensure that you provide a second person of site for safety reasons. If you cannot provide such a person, Cytiva will do so at your cost and charge you accordingly;
- 4.9 be solely responsible for the day-to-day operation of the Equipment including the accuracy and adequacy of the data entered into the Equipment;
- 4.10 be solely responsible for back-up and disaster recovery plans and procedures. Support shall not include re-entry of lost data;
- 4.11 be solely responsible for protecting data and images stored or transmitted by Equipment, including by providing and maintaining secure network and network security components as necessary, including, without limitation, any firewalls or security-related hardware or software. Cytiva will reasonably consult with you regarding security issues and procedures related to the Equipment.

## 5 EXCLUSIONS

Cytiva's obligations under the Agreement do not cover the following:

- 5.1 the repair, replacement, or disposal of any accessories, power supply equipment or parts, peripheral devices, printers, third party equipment or consumable items, including, but not limited to batteries, patient cables, leadwires, cathode ray tubes, ink lamps, power cords, telephone cords, cold cathode gauges, catheters, sieve material, pump oil, cures, electrodes, fluids, paper, floppy disks, bar code labels, CR plates and cassettes, archive platters and other disposable supply items, unless explicitly listed on a Schedule;
- 5.2 x-ray tubes, image intensifier tubes, detectors, crystals, and probes are subject to optional coverage and are not covered under the Agreement unless explicitly listed on a Schedule;
- 5.3 the provision, payment, or reimbursement of any rigging or facility cost;
- 5.4 consultation or training to assist Customer's development or modification of any software or protocols not provided by Cytiva;
- 5.5 material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment room, peripherals, adjuncts) and temporary installation of Equipment for testing, training, and other purposes;
- 5.6 any service, components or parts replacement, or downtime required as the result of: (a) a design, specification, software program, protocol, or instruction provided by you or your Personnel; (b) your failure to fulfill any of your obligations or responsibilities under the Agreement; (c) the failure of anyone other than Cytiva or its contractor to comply with Cytiva's written instructions or recommendations; (d) you combining the Equipment with any item of others or with any incompatible Cytiva item; (e) any alteration or improper storage, handling, use, or maintenance of any part of the Equipment by anyone other than Cytiva or its contractor; (f) design or manufacturing defects, specifications, or functionalities in any item of others; (g) anything external to the Equipment, including building, van, or trailer structural deficiency, power surge, fluctuation or failure, or air conditioning failure (except where expressly included in the Schedule); or (h) anything beyond Cytiva's reasonable control other than service necessitated by normal Equipment usage;

- 5.7 any additional service required due to moves, additions, or changes to the Equipment, unless Cytiva has been notified in writing at least 30 days in advance and concurred with such moves, additions, or changes; and
- 5.8 the supply and/or installation of hardware or software upgrades or any associated licences.

## 6 INFLATION ADJUSTMENTS

No more than once per year after completion of the first year of the Agreement, Cytiva may increase the Annual Fixed Charge to account for inflation. Each increase will be no more than the increase in the rate of inflation as measured by the higher of: (a) the Consumer Price Index ("CPI") (All Groups Weighted Average) for New Zealand; and (b) the CPI for the healthcare industry (if available), as published from time to time by Statistics New Zealand, or as otherwise agreed to in writing by both parties.

## 7 RENEWAL

The Agreement will automatically renew for successive 1 year terms unless either party provides to the other party at least 60 days prior to the expiration of the then Service Term written notice that it does not wish to renew the Agreement.

## 8 END OF SUPPORT ANNOUNCEMENT

In the event Cytiva makes a general commercial announcement that it will no longer offer Support services for an item of Equipment or Covered Component or provide a particular Support service feature or option, then upon no less than 3 months' prior written notice to you, Cytiva may, at its option, remove any such item(s) of Equipment, Covered Component(s), feature(s), or option(s) from the Agreement, with an appropriate adjustment of charges, without otherwise affecting the remainder of the Agreement.

## 9 EXCUSABLE DELAYS AND PERFORMANCE ISSUES

Neither party is liable for delays or failures in performance of any obligations under the Agreement, other than payment obligations, due to a cause beyond its reasonable control. In the event of such delay, the time for performance will be extended as reasonably necessary to enable performance.

## 10 DEFAULT AND TERMINATION

If you default under the Agreement and the default is not cured within 20 days after written notice of it, Cytiva may at its option, in addition to any other right under the Agreement: (a) withhold performance under the Agreement until a reasonable time after all defaults have been cured; (b) terminate the Agreement in part or in whole; (c) declare all sums due and to become due under the Agreement to be immediately due and payable; and/or (d) recover possession of any Cytiva materials in your possession or control.

## 11 LIMITED WARRANTIES

- 11.1 Cytiva will perform Support in a workmanlike manner. Parts for which you pay a separate charge are supplied with Cytiva's standard 90-day warranty on defective parts. All other parts and items are provided "as is".
- 11.2 Except as provided in this clause 11.1, and to the extent permitted by

law, no express or implied warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, system integration or data accuracy will apply to anything supplied to you under the Agreement.

## 12 LIMITATION OF LIABILITY

12.1 If Cytiva breaches any warranties set out in these Terms or a term or condition that is implied by law and which is not capable of being excluded, the parties agree that Cytiva's liability will be limited to, at Cytiva's discretion: (a) resupply of the relevant non-conforming Support services; (b) paying the cost of such resupply; or (c) refund to you the fees paid for the relevant non-conforming Support services.

12.2 To the extent permitted by law, you agree that: (a) the total liability of Cytiva and your exclusive remedy for any and all claims arising out of or related to the Agreement, and the provision of the Support by Cytiva, regardless of the form of the action, will be limited to 100% of the total fees paid by you to us under the Agreement; and (b) we will under no circumstances be liable to you for any loss of profit, loss of revenue, loss of data, loss of goodwill or business interruption or any indirect, consequential, or punitive damages.

## 13 OWNERSHIP RIGHTS; RESERVATION OF RIGHTS

You acknowledge that any and all of the copyright, trade-marks, trade names, patents and other intellectual property rights created, developed, subsisting or used in or in connection with the Support or the Equipment are and will remain the sole property of Cytiva. If you or your Personnel acquire any such right or interest by operation of law, you hereby irrevocably assigns all such right and interest to Cytiva. You will maintain and enforce agreements and policies with your Personnel sufficient to give effect to the provisions of this clause 13.

## 14 SUPPORT MATERIAL AND DATA ACCESS

14.1 In connection with the installation, configuration, maintenance, repair, and/or de-installation of the Equipment, Cytiva might deliver to the Site, along with the Equipment or separately, and store at the Site, attach to or install on the Equipment, and use, materials (that may include Software, documentation and tools) that have not been purchased by or licensed to you. You hereby consents to: (a) this delivery, storage, attachment, installation, and use; (b) the presence of Cytiva's locked cabinet or box on the Site for storage of this property; and (c) Cytiva's removal of all or any part of this property at any reasonable time, all without charge to Cytiva. The presence of this property within the Site will not give you any right or title to this property or any license or other rights to access, use, or decompile this property. Any access to or use of this property (except in compliance with Cytiva's written direction to you to determine Equipment performance on Cytiva's behalf) and any de-compilation of this property by anyone other than Cytiva's personnel is prohibited. You agree that it will use reasonable efforts to protect this property against damage or loss and to prevent any access to or use or de-compilation of this property contrary to this prohibition.

14.2 Customer agrees to permit Cytiva to connect to the Equipment, or to otherwise access data related to the Equipment or the Support provided, to allow Cytiva to gather, aggregate, compile, and use Equipment and resource usage data in various ways, including quality initiatives, benchmarking, and reporting services. The data collected by Cytiva will be used, during and after the term of the Agreement, in a manner that will maintain patient and customer level confidentiality.

## 15 INDEPENDENT CONTRACTOR

Cytiva provides Support under the Agreement as an independent contractor. Cytiva employees are under Cytiva's exclusive direction and control, contractors' employees are under their exclusive direction and control, and Customer's employees are under Customer's exclusive direction and control. The provision of Support under the Agreement will not result in any partnership, joint venture, trust, or employment relationship between Cytiva or its contractors and you.

## 16 SURVIVAL, WAIVER, SEVERANCE, AND JURISDICTION

16.1 Clauses 3, 11, 12, 13, 16 and 19 of these Terms will continue in full force and effect after the expiration or earlier termination of the Agreement.

16.2 Any clause or part of any clause in the Agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from the Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

16.3 A right created by the Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party operate as a subsequent waiver of the same or of any other right of that party.

16.4 The Agreement will be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts competent to hear appeals from those courts.

## 17 SUBCONTRACTS AND ASSIGNMENTS

17.1 The rights and benefits of Cytiva (in whole or in part) under and in connection with the Agreement may be assigned by Cytiva to any party with the Customer's prior written consent (which consent must not be unreasonably withheld or delayed).

17.2 The Customer may not assign the rights or benefits under the Agreement without the prior written consent of Cytiva.

17.3 We can hire a subcontractor or use our related bodies corporate to perform work under the Agreement. No such subcontract will release Cytiva from those obligations to you.

## 18 FINANCING AGREEMENTS

18.1 You must inform Cytiva if it has arranged finance in respect of the service fees for the Equipment as follows: (a) you must notify Cytiva in writing of the details of such finance company and must procure the finance company to purchase the Equipment; (b) we will address the invoice(s) for the service fees for the Equipment to the finance company; (c) if the finance company for any reason fails to pay the full amount of any invoice(s) addressed to it, we may re-address such invoice(s) to you and you hereby agree to pay such invoice(s) in accordance with the Agreement; and (d) subject to clauses 18.1(a) and 18(b), you acknowledge that no discussions,

correspondence or other communications between you and any finance company will in any way effect your obligations under the Agreement.

## 19 CONFIDENTIAL INFORMATION AND PRIVACY

19.1 Cytiva and its contractors will treat patient information as confidential. In addition, each party (the "**receiving party**") will treat the other party's written, proprietary business information as confidential for a period of 3 years from the date of receipt by the receiving party as long as it is marked as confidential and/or proprietary prior to its disclosure and is not otherwise available to the receiving party from a lawful source. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to the extent required by law, in which case such party will so notify the other party as soon as practicable and in any event prior to such party making such required disclosure.

19.2 Each party must comply, and must ensure that their respective Personnel comply, with all applicable Privacy Law as they apply to that party.

19.3 If any Personal Information is provided or otherwise made available to Cytiva or its Personnel by you or your Personnel, you represents and warrants to Cytiva that you have procured and obtained all necessary individual consents (as required by all applicable Privacy Law) to enable and permit Cytiva and its Personnel to collect, store, use, disclose or otherwise deal with the Personal Information for the sole purpose of providing the Support services to you as anticipated under the Agreement.

19.4 The parties acknowledge and agree that breach of clause 19.1 may cause irreparable harm to the other. The parties agree that in the event of any breach of this provision, a party will be entitled to seek injunctive relief in addition to seeking any other remedy provided in the Agreement or available at law.

## 20 EQUIPMENT DE-INSTALLATION

In the event that any of the Equipment is de-installed during the Service Term, the Annual Fixed Charge remains payable in respect of the de-installed Equipment until 60 days after Cytiva receives written notification from you of the intended date of de-installation or the actual date of de-installation (as the case may be).

## 21 SECURITY

Cytiva is not responsible for: (i) securing Buyer's network; (ii) preventing unauthorized access to Buyer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Buyer by Cytiva. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK, PRODUCT OR SOFTWARE AS A SERVICE IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

## 22 GENERAL PROVISIONS

22.1 The Agreement is the complete and exclusive statement of the terms of the arrangement between you and Cytiva regarding its subject matter. No prior proposals, statements, course of dealing, or usage of the trade will form a part of Agreement. Any terms and conditions stated or attached to your purchase order are hereby expressly excluded. If any of these Terms conflict with any Support Summary or the Schedules, the Support Summary will take precedence, followed by the Schedules and then these Terms. the information or opinion. For the avoidance of doubt, Personal Information includes health information of a patient of the Customer.

22.2 The Agreement may only be varied by a subsequent written document signed by the authorized representatives of each party. A signed copy of the Agreement delivered by facsimile machine is binding and enforceable on both parties.

22.3 The Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

## 23 DEFINITIONS AND INTERPRETATION

23.1 In these Terms, unless the context otherwise requires:

**Annual Options Charge** means: Cytiva's charge specified on the signature page of the Support Summary titled "Annual Options Charge" for any Optional Services requested by you to be provided by us which would otherwise be excluded under clause 5 of these Terms.

**Annual Fixed Charge** means: Cytiva's charge specified on the signature page of the Support Summary titled "Annual Service Coverage Charge" for the Service Coverage to be performed by Cytiva.

**Coverage Hours** means: the number of hours per workday, and weekends and holidays if applicable, selected by the Customer for service coverage by Cytiva.

**Covered Components** means: all Equipment referred to as Covered Components in the Support Summary.

**Equipment** means: the medical equipment and/or Licensed Software covered under the Agreement as specified on the Support Summary.

**Error** means: any Licensed Software-related problem that: (a) materially and adversely interferes with your use of the Equipment; and (b) results from a failure of the Licensed Software to conform in any material respect to the specifications of the Equipment as set out in Cytiva's published documentation.

**Error Correction** means: (a) any modification of the Licensed Software that corrects an Error by bringing the Licensed Software into material conformity with the specifications of the Equipment; or (b) a procedure or routine that, when observed in the regular operation of the Equipment, avoids the material adverse effect of the applicable nonconformity.

**Field Modification Instruction (FMI)** means: any modification, operational improvement, or adjustment to address a safety concern or Error Correction for Customers or others made by Cytiva to the Equipment or Licensed Software that is generally provided by Cytiva to all Cytiva customers with that equipment type as part of the Field Modification Instruct (FMI) program.

**Licensed Software** means: the applicable Software rights licensed to you by Cytiva, if any.

**Optional Services** means: the additional optional services to be performed by Cytiva, at your option at the Annual Options Charge, to the Equipment during the Coverage Hours as specified on the Support Summary.

**Personal Information** means: information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a patient of the Customer whose identity is apparent, or can reasonably be ascertained, from

**Personnel** means: in respect of each party, all employees, agents and sub-contractors of that party.

**Privacy Laws** means: any privacy legislation which binds a party including the Health Information Privacy Code 1994 and the Privacy Act 1993 and any and all other relevant privacy law and regulations.

**Regular Service Hours** means: 8.30 am to 5.00 pm Monday to Friday but excluding public holidays (local site time).

**Service Coverage** means: the services to be performed by Cytiva on the Equipment during the Coverage Hours as selected by the Customer and specified on the signature page of the Support Summary.

**Site** means: the address of the premises or the specific vehicle in which the Equipment is located, as specified in the Support Summary.

**Software** means: a computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of any machine or device.

## WARRANTY CARD – LIFE SCIENCE PRODUCTS

### COVERED PRODUCTS AND EXCLUDED PRODUCTS

#### Covered Products

These warranties cover the following equipment and products supplied by Cytiva:

- Life Science systems
- Equipment spare parts
- Consumables

#### Excluded Products

These warranties do not cover the following equipment and products:

- Third party equipment (provided with the manufacturer's warranties, if any, Cytiva is permitted to pass on to Customer; otherwise, provided AS IS).
- Accessories and supplies

#### Scope and Duration of Warranties

**Product Warranties:** Cytiva warrants to Customer that the Covered Products listed in Cytiva's Quotation (of Cytiva's own manufacture) will: (1) be free from defects in material, workmanship under normal usage; and (2) conform to Cytiva's published Covered Product specifications in effect on the date of shipment of the Covered Product. Cytiva's published Covered Product specifications are available on request.

**Patent and Copyright Warranty:** Cytiva warrants to Customer that when they are delivered, the Covered Products will not be subject to any valid patent or copyright infringement claim.

**Services:** Cytiva warrants that all Services will be carried out with reasonable care and skill.

**Warranty Period:** The warranty period for all warranties listed above, except the warranty of title and the Patent and Copyright Warranty, is limited in time as follows:

12 months

- Life Science systems

90 days

- Equipment spare parts
- Consumables

If Cytiva does not assemble the Covered Products, the warranty period begins on the date the Covered Products are delivered to Customer. If Cytiva assembles the Covered Products, the warranty period begins on the earlier of: (1) five days after the date Cytiva notifies Customer that Cytiva has completed assembly and the Covered Products are operating in accordance with Cytiva's published Covered Product specifications; or (2) the date Customer first uses the Covered Products for operational use. If assembly is delayed for thirty (30) days or more after the date of delivery for a reason beyond Cytiva's reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

The warranty period for any Covered Product or part furnished to Customer without a pro rata charge as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product. The warranty period for any replacement Covered Product or part furnished to Customer with a pro rata charge as a warranty remedy will be the full period of the warranty applicable to the replacement Covered Product.

**Warranty Exclusions** These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory. Except as provided in this warranty card and to the extent permitted by law, all other warranties, representations, terms and conditions (statutory, express, implied or otherwise), including but not limited to guarantees of acceptable quality, condition or description, fitness for any specified purpose, system integration or data accuracy are hereby expressly excluded.

Notwithstanding the foregoing, if a warranty or condition is implied by law which may not be excluded, restricted or modified by contract, then Cytiva's liability for any breach of such an implied warranty is limited to either, at Cytiva's option, (a) in the case of supply of Product: (i) resupply or repair of the relevant Product; (ii) payment for the repair of the relevant Product; or (iii) refund of the cost paid for the relevant Product; and (b) in the case of supply of services, (i) resupply of the relevant service; (ii) payment for the resupply of the relevant service; or (iii) refund of the cost paid for the relevant service.

The warranties do not cover:

- A.** Any defect or deficiency (including failure to conform to Cytiva's published Covered Product specifications) which results, in whole or in part, from: (1) any improper storage, handling, use or maintenance of the Covered Products, or any alteration, extraordinary use, repair or service of the Covered Products, by anyone other than Cytiva; (2) failure to follow any of Cytiva's written instructions or recommendations; (3) using or combining the Covered Products with any item or data except as specified in the Covered Product specifications or using or combining the Covered Products with any item or data that does not properly and unambiguously exchange data with the Covered Products in accordance with the Covered Products' specifications; (4) any of Customer's designs, specifications or instructions; (5) any failure to use the Covered Products in accordance with their specifications, including upper and lower date limits; and (6) any cause external to the Covered Products as furnished by Cytiva or beyond Cytiva's reasonable control, including, but not limited to, power failure caused by storms or otherwise, failure to keep Customer's site clean and free of dust, sand and other particles or debris;
- B.** The payment or reimbursement of any facility costs arising from repair or replacement of the Covered Products or parts;
- C.** Covered Products installed outside Australia or New Zealand, as applicable.

#### Exclusive Warranty Remedies

**Product Warranties:** If Customer notifies Cytiva of Customer's warranty claim within the warranty period and makes the Covered Product available for service, Cytiva will at Cytiva's option, either repair or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product.

Warranty service will be performed without charge from 8:30 am to 5:00 pm, Monday-Friday, excluding Cytiva holidays (local site time), and outside those hours at Cytiva's then prevailing service rates and subject to the availability of personnel.

**Patent and Copyright Warranty:** Cytiva will defend or settle any suit against Customer to the extent it is based on an infringement claim that would be a breach of the Patent and Copyright warranty, provided Cytiva receives prompt written notice of the claim, Customer's cooperation in its defense or settlement, and complete and exclusive control over its defense or settlement. If a court of competent jurisdiction renders a final judgment that the infringement claim is valid, Cytiva will pay all damages and costs awarded against Customer due to the breach.