

TERMS OF SALE AND DELIVERY

SAFE STERILIZATION APS

**COMPANY REGISTRATION NUMBER (CVR)
33 64 19 07**

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1. General Information

1.1 Safe Sterilization ApS, CVR no. 33 64 19 07 (hereinafter referred to as Safe) is a full line supplier of routine testing of sterilization processes in autoclaves and dry sterilizers as well as other related services and provides both subscriptions for and single sales of biological indicators and chemical indicators for sterilization processes in autoclaves and dry sterilizers, as described in more detail under item 2.

1.2 Safe is ISO 9001:2015 certified.

1.3 Safe uses biological indicators with two types of bacterial spores. Biological indicators are produced to meet requirements described in ISO DS/EN ISO 11138 and can be used to test sterilization with both steam and dry heat. Chemical indicators are produced to meet requirements described in ISO 11140-1 and can be used for steam sterilization and sterilization with dry heat. These products are purchased through subcontractors who are certified to DS/EN ISO 13485:2003.

1.4 Unless otherwise agreed in writing, these general terms and conditions of sale and delivery apply to any delivery and service from Safe to a customer (hereinafter referred to as the Customer).

2. Description of Products and Solutions

2.1 Safe's services (hereinafter collectively referred to as the Service) include the supply of biological and chemical indicators (hereinafter referred to as Products) for the testing of sterilization processes in autoclaves and dry sterilizers as well as other chemical indicators for testing of wash disinfectors and also Safe's subsequent cultivation of tests in the Safe laboratory. If spore growth is found through testing, the Customer will receive a new Product for re-testing if a subscription has been taken where this is included. After each cultivation, Safe issues a certificate with the test results and sends it electronically to the Customer. Shipping by post can be made at extra cost.

2.2 The Service is delivered primarily on a running subscription basis (hereinafter referred to as Subscription(s)) but may also be purchased on a single sales basis (hereinafter referred to as Single Sales).

2.3 Subscriptions can be taken for the Service with a delivery frequency as per the Subscription Overview in Appendix 1. The Service subscription will continue until cancelled by the Customer as per item 8.

3. Prices

3.1 General Terms

3.1.1 Payment for the Service is charged per Product and Extra Product. Shipping is paid separately unless otherwise stated in the subscription type. Discounts are given for Subscriptions, depending on the type of subscription. The applicable subscription types appear from **Appendix 1** to these terms and conditions.

3.1.2 All Prices and discounts will be stated in Safe's written offer to the Customer.

3.1.3 Safe has the right to continuously adjust and update the prices offered in accordance with

the guidelines below.

3.1.3.1 Prices are adjusted automatically and without separate notice each year with effect from 1 April with the percentage change in the net price index from January the year before the current year (old index) to January prior to the adjustment year (new index), however a minimum increase of 2.0% will apply.

3.1.3.2 The annual price adjustments will be calculated according to the following formula: $(\text{index year 1}/\text{index year 0}) \times \text{price year 0} = \text{price year 1}$, however with a minimum increase in the price of 2%.

3.1.3.3 If Statistics Denmark ceases calculating the net price index, the adjustments will in future be made on the basis of another index that reflects current price trends. This also applies to all other services where prices are index adjusted under this contract.

3.1.3.4 For customers where the offer price is stated in a currency other than DKK or EUR, adjustment is made for exchange rate changes on the basis of Danmarks Nationalbank's average exchange rate on the last banking day of the month prior to the offer or billing date.

3.1.3.5 The price offered is determined on the basis of the postage cost applicable at the time of the offer for sending test material by post. For subscriptions where the Customer does not pay separately for shipping, Safe is entitled to adjust the price in the event of extraordinary postage increases that exceed the adjustment stated under item 3.1.3.1.

3.1.4 All prices in offers and contracts are stated exclusive of VAT.

4. Payment Terms

4.1 Subscriptions are paid by the Customer in advance on the basis of an invoice sent by Safe at the start of the Subscription and upon renewal.

4.2 For Annual Subscriptions and Single Sales, the Customer will pay per Product as indicated in the invoice sent by Safe.

4.3 The terms of payment as per the invoice are 20 days net unless otherwise agreed in writing beforehand.

4.4 Payment is considered made when the amount is available in Safe's bank account or on presentation of a receipt of payment.

4.5 The Customer's payment of shipping costs will depend on the type of Subscription and Single Sales as appears above under item 3.

4.6 Offers issued to the Customer are valid for 1 month from the offer date.

4.7 Safe reserves the right to change the payment method so that the Customer must in future pay by credit card or other electronic payment solution.

4.8 In the event of late payment, Safe is entitled to charge a 2% default interest for each month or part thereof after.

4.9 Non-compliance with Safe's terms of payment is considered a material breach which - if the breach is not rectified immediately upon demand - will entitle Safe to immediately suspend further deliveries and services and demand that any receivable, due or undue, be paid immediately.

4.10 Safe will send out the first reminder letter after the due date with a payment term of 5 days net. Any second reminder letter will add a reminder fee along with a debt collection notice and with a payment term of 10 days.

5. Liability and Customer's use of Service/Product

5.1 Safe complies with all current regulations applicable to the Product.

5.2 The Customer is personally responsible for their use of the Product/Service, including validation, handling, storage and disposal of the Product and tests in accordance with precautions described at any given time under the tab "Products" on www.safeint.com, including description of current legislation and recommendations as well as instructions for use.

5.3 The Customer is personally responsible for ensuring that, when using the Product/Service, they comply with all legislation and other regulations applicable to the Customer at any given time.

6. Complaints and Liability

6.1 Safe disclaims any responsibility for losses where the cause cannot be directly attributed to Safe's Products.

6.2 Safe is not liable for indirect losses and consequential damages for the Customer.

6.3 In the event of a defect in the Product/Service which is not due to the Customer's incorrect use, a substitute delivery will take place as soon as possible and free of charge, but Safe will not also be liable for any loss.

6.4 The Customer is personally responsible for placing orders well in advance. Safe is not responsible for delays in delivery of the Product/Service, unless the delay is due to gross negligence or intentional action by Safe.

6.5 The Customer may not make a claim against Safe of any kind if the claim is not stated within 3 months after the claim could have been made, regardless of whether the final amount of the claim can only be settled later.

6.6 In addition to the above, Safe's liability for damages is limited to the Customer's direct loss as a result of errors incurring liability by Safe. Compensation is limited to a maximum of 3 times the Customer's annual Subscription price and, in the case of Single Sale, a maximum of 10 times the Product price paid by the Customer.

6.7 Complaints must be received by Safe within 4 working days from the time when the Customer detected the error.

7. Support

7.1 Safe will maintain an open and honest dialogue with the Customer based on mutual respect and will demonstrate integrity in its responsibility to the Customer.

7.2 Safe has free support available on +45 70 231 313 within the hours stated on the website <https://safeint.com/kontakt/>.

8. Cancellation, Reduction and Termination of Contract

8.1 Cancellation

8.1.1 Subscriptions ordered by the Customer run from the month in question and 12 months onwards. If the Subscription is not cancelled (or is not cancelled in time), the Subscription will run for further 12 months. Cancellation can take place at any time during the subscription period but will not take effect until the end of the subscription period. An upcoming subscription may be cancelled from 14 days after the invoice date. Cancellation must be done in writing to Safe via email to info@safeint.com.

8.2 Reduction

8.2.1 Any reduction in the Service/number of Products and/or reduction in the frequency of the Service can also only be made by giving notice as in the event of cancellation, from the end of the 12-month period running at any given time. However, for Monthly subscriptions, other terms may be agreed separately in writing with the Customer. Any reduction must be notified in writing to Safe by email sent to info@safeint.com.

8.3 Termination

8.3.1 In the event of the Customer's non-compliance with Safe's terms of payment as per item 4.9, or the Customer's repeated misuse of the Service/Product as per item 5, Safe is entitled to terminate the Subscription without notice, and the Service will then terminate without notice. As an alternative to immediately terminating the Subscription, Safe may choose to give the Customer a short deadline for payment or ceasing any incorrect use.

8.4 Upon the end of contract as a result of cancellation or termination, Safe will have no further obligation to store or forward certificates, etc. for the Customer.

8.5 Upon the end of contract as a result of cancellation or termination of the subscription, Safe will have no further obligation to culture any submitted biological indicators after 3 months from the end of the subscription.

9. Changes in Terms of Sale and Delivery

9.1 Safe may change the existing terms of sale and delivery with a notice of 30 days. Any changes are notified at www.safeint.com.

9.2 However, if such changes are not of a negative or material significance to the Customer, Safe may make changes to the terms of sale and delivery without notice.

10. Handling of Personal Data

10.1 Safe processes information about the Customer or contact persons at the Customer where this is a legal entity. Any information about customers who are sole proprietors as well as information about contacts in legal entities is considered to be personal data.

10.2 Any handling of data takes place solely for the purpose of fulfilling the contract with the Customer for the delivery of biological tests and test results and for billing for the service delivered. The basis for handling this data is that such processing is necessary to fulfill the contract to which the Customer is a party in accordance with the General Data Protection Regulation (GDPR), article 6 (1b). Additionally, billing information is stored after fulfillment of the contract in accordance with the Danish Bookkeeping Act as per the General Data Protection Regulation, article 6 (1c).

10.3 The information processed consists of general personal information, including name, address, e-mail address, telephone numbers, company registration number (CVR), as well as test results. Sensitive information is not processed.

10.4 The information processed will originate from the Customer themselves unless testing is ordered through an association or a cooperative chain of which the Customer is a member, in which case we will receive the contact information for the Customer from the association.

10.5 No information processed is passed on to third parties except where we are legally obliged to do so or where billing must be made to third parties, e.g. in cooperative chains where billing is made to the chain. However, any information on test results is provided only to the Customer.

10.6 We store your master information and billing information for 5 years after the end of the year in which the most recent transaction took place. The result of any test is stored for 5 years after the test was performed.

10.7 Any registered person has a number of rights under the General Data Protection Regulation, including the right to access his own information, the right to rectify and - in certain cases - the right to deletion. These rights are described in more detail on the Danish Data Protection Agency's website (<https://www.datatilsynet.dk/generelt-om-databeskyttelse/hvad-er-dine-rettigheder/>). The Danish Data Protection Agency is also the appeals authority if you are dissatisfied with our processing of your data. If you have any other questions about Safe's processing of personal data, please contact info@safeint.com.

11. Choice of Law and Jurisdiction

11.1 Any disputes between the parties that cannot be settled amicably must be settled using Danish law at Safe's place of jurisdiction.

11.2 However, Danish private international law referring to foreign law and the Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Appendix 1: Subscription Overview

Last updated on 23 February 2021

Safe Sterilization ApS

Appendix 1

Subscription Overview								
Product Number	A	A 10/12 or A 11/12	B	C	D	E	F	S
Delivery Frequency	Monthly Subscription (12 x annually)	10 x /11 x annually	(6 x annually)	Quarterly Subscription (4 x annually)	(3 x annually)	(2 x annually)	Annual Subscription (1 x annually)	Single Sales (no subscription)
Subscription Terms	The price for the Service will be stated in the offer. The Customer pays per Product per year. No charge for Extra test following positive spore test, after repairs and use of sterilizer on loan (limited to max 3 extra tests per year).	The price for the Service will be stated in the offer. The Customer pays per Product per year. No charge for Extra test following positive spore test, after repairs and use of sterilizer on loan (limited to max 3 extra tests per year).	The price for the Service will be stated in the offer. The Customer pays per Product per year. If the first spore test is positive, the Customer will receive one new test free of charge. In the event of repeated positive tests, the Customer must pay for additional tests.	The price for the Service will be stated in the offer. The Customer pays per Product per year. If the first spore test is positive, the Customer will receive one new test free of charge. In the event of repeated positive tests, the Customer must pay for additional tests.	The price for the Service will be stated in the offer. The Customer pays per Product per year. If the first spore test is positive, the Customer will receive one new test free of charge. In the event of repeated positive tests, the Customer must pay for additional tests.	The price for the Service will be stated in the offer. Extra Products are supplied only subject to prior ordering and are charged separately in accordance with the offer.	The price for the Service will be stated in the offer. Extra Products are supplied only subject to prior ordering and are charged separately in accordance with the offer.	The price for the Service will be stated in the offer. Products and Extra Products are supplied only subject to prior ordering.
Delivery Terms	Products are delivered free of shipping charges.	Products are delivered free of shipping charges.	Products are delivered free of shipping charges.	Products are delivered free of shipping charges.	Products are delivered free of shipping charges.	Products are delivered free of shipping charges.	Products are delivered free of shipping charges.	All shipping costs paid by the Customer.
General	A discount is available for the Service on subscription to more than one sterilizer. The discount will be stated in the offer.	A discount is available for the Service on subscription to more than one sterilizer. The discount will be stated in the offer.	A discount is available for the Service on subscription to more than one sterilizer. The discount will be stated in the offer.	A discount is available for the Service on subscription to more than one sterilizer. The discount will be stated in the offer.				