

STANDARD DELIVERY CONDITIONS

1. GENERAL

These sales and delivery conditions apply to all deliveries from PatoGen to the Customer, unless otherwise agreed in writing. Unless otherwise specifically determined, the Norwegian Purchase Act of [13.05.1988 No. 27](#) applies.

2. THE SUPPLIER

The supplier is PatoGen AS, Rasmus Rønnebergs gt 21, 6002 Ålesund, post@patogen.no, telephone: +47 70 11 69 00, org. no. 985 525 331 with subsidiaries, and is hereinafter referred to as the "Supplier" or "PatoGen". PatoGen is an independent provider of services. The company has procedures to ensure that the services are provided without conflicts of interest related to ownership, finances and resources.

3. THE CUSTOMER

The customer of services is the company on whose behalf orders are made, hereinafter referred to as the "Customer". The person who completes the order on behalf of the Customer is responsible and PatoGen assumes that this person has the authorization from the Customer to carry out the order.

4. THE ORDER

Sample services are ordered in Patolink, PatoGen's customer portal for registering samples and receiving reports. When using a paper order form for services that otherwise can be ordered using Patolink, an additional fee of 10% of the total order amount (excluding VAT) is added to cover the labour cost PatoGen take on to register the order. Requests for Services beyond those that can be ordered in Patolink should be sent to sales@patogen.no.

The Customer representative placing the order is ultimately responsible for correct information being entered into Patolink. This includes sample and shipment information to PatoGen. The order is binding when it is placed into the order system. Customers who want an invoice specified with project number, PO number or contact person must state this when ordering.

5. SERVICES

The Services offered are listed at www.patogen.no and are hereinafter referred to as "Services". Information about Services is indicative and can be subject to change. Services beyond what is stated on www.patogen.no can be arranged separately based on a request to PatoGen.

6. QUALITY

PatoGen carries out all assignments in accordance with the company's quality system. PatoGen's PCR laboratories are accredited in accordance with NS-EN ISO 17025 "General requirements for the competence of testing and calibration in laboratories", with registration number TEST 235.

PatoGen is free to use subcontractors. The main supplier is the Fürst Medical Laboratory for bacteriology and histology.

7. PRODUCTION AND DELIVERY

PatoGen produces all Services according to placed orders. PatoGen delivers Services in the form of reports. Reports are made available in Patolink, or if agreed otherwise as written reports issued manually. The services are produced in accordance with relevant laws and regulations. PatoGen uses recognized methods to perform the Services. When PatoGen publishes reports for accredited analyses, these should be considered official documents, and must not be edited.

Reports based on submitted biological sample material, are valid for the sample material only.

PatoGen is not responsible for any kind of loss, including financial loss when using the Services, except when the losses are caused by negligence or intent.

If notifiable diseases are suspected, PatoGen is required to inform the relevant authorities. If results give reason to suspect serious/listed disease(s), PatoGen reserves the right to initiate new tests with relevant methods to confirm/deny the result. Such additional services are charged to the Customer. Additional services may result in additional delivery time.

PatoGen's delivery times depend on the Service ordered. For PCR, histopathology and sequencing, Pathogen has standard delivery times. Pathogen offers emergency services in accordance with capacity. Emergency services must be arranged in advance. Urgent services are given priority, for a surcharge. For other Services, the delivery time will depend on the nature of the assignment.

8. SOFTWARE

The customer gets access to PatoGen's customer portal Patolink. The customer is responsible for managing employers access to Patolink.

PatoGen cannot be held liable for losses arising as a result of missing or incorrect access to the customer portal.

PatoGen cannot be held liable for losses that occur as a result of someone's use or misuse of the customer portal or as a result of information in the customer portal going astray or being used for a purpose other than what it was intended for.

9. RESPONSIBILITY OF THE CUSTOMER

The customer is responsible for following PatoGen's Sampling Guides and ordering in accordance with point 4 "The Order". In order for PatoGen to be able to link answers and reports correctly, the site and cage/tank numbers must be the same on all sample material sent in for various services. Any incorrect or missing information about the fish site, origin, fish health status, vaccination status, and other matters may lead to missing or incorrect conclusions.

Unless otherwise specifically agreed, the samples are sent/delivered directly to PatoGen's laboratories. For addresses see www.patogen.no.

PatoGen cannot be held responsible for claims, damages, and other liabilities as a result of, or in connection with, incorrect or missing information from the Customer. Interpretation of report content outside of PatoGen's recommended area of use is the sole responsibility of the Customer.

10. PRICES

All prices are stated excl. VAT, shipping, packaging etc. PatoGen applies small order surcharges on orders defined as small. This is to cover start-up and reporting costs that are the same regardless of order size.

Services that entail additional work beyond standard analyses, will be charged with an added price supplement based on time used and/or costs incurred.

Travel costs or other direct expenses in connection with the delivering the Service will be charged to the customer.

11. PAYMENT

Payment terms are net per 14 days from the issued invoice. In the event of late payment, the buyer is charged late payment interest. PatoGen invoices the Customer in accordance to the order placed. Additional services are billed extra.

12. CONFIDENTIALITY

The customer and PatoGen have a mutual obligation of confidentiality in connection with the ordering and delivery of Services.

Nevertheless, information and material related to notifiable diseases will be forwarded to the relevant public authority in accordance with regulations from the Ministry of Trade and Fisheries.

All approved isolated bacteria in routine diagnostics will be sent to the Veterinary Institute together with information about the sample. In this way the Veterinary Institute can carry out its most important function - preparedness and proper overview to avert health threats to fish.

13. RIGHTS

PatoGen has the rights to use submitted material for research and development purposes copyright and property rights, unless otherwise agreed in writing. The customer has the right to use all analysis results based on their own orders.

14. COMPLAINTS AND OTHER MATTERS

Complaints must be made in writing and without undue delay as soon as the Customer discover the cause leading to a complaint.

In case of force majeure, PatoGen cannot be held responsible. PatoGen will inform the Customer as soon as a force majeure situation occurs.

All sampling equipment sent to the Customer is invoiced in full.

PatoGen has a no tolerance towards corruption in all business operations and require the same with partners and suppliers. Our employees are not allowed to accept bribes in any form.

15. CHOICE OF LAW

The PatoGen Standard Delivery Conditions are based on Norwegian law and with the Møre and Romsdal District Court as the agreed venue for solving disputes.