

CRUINN DIAGNOSTICS LIMITED

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS, SERVICES AND SOFTWARE

1. Definitions and Interpretation

1.1 In these Conditions the following definitions apply:

"Affiliate", any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"Applicable Law", all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

"Business Day", a day other than a Saturday, Sunday or bank or public holiday in Ireland;

"Conditions", Cruinn's terms and conditions as set out in this document;

"Confidential Information", any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is confidential in nature, or has been identified in writing as confidential, or which is developed by Cruinn in performing its obligations under, or otherwise pursuant to, the Contract and including, for the avoidance of doubt, all information in relation to Cruinn's pricing;

"Contract", this agreement between Cruinn and the Customer for the sale and purchase of the Deliverables incorporating these Conditions, the Order, the DPA, and all applicable Software Licences, and including all its and their schedules, attachments, annexures and statements of work;

"Control", means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **"Controls"**, **"Controlled"** and **"under common Control"** shall be construed accordingly;

"Cruinn", Cruinn Diagnostics Limited, a company incorporated in Ireland with company number 288123 and its primary place of business at Parkwest Industrial Park, Unit 5b/6b, Hume Centre, Nagor Road, Dublin 12, D12 KX44, Ireland;

"Cruinn Personnel", all employees, officers, staff, other workers, agents and consultants of Cruinn, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

"Customer", the named party in the Contract which has agreed to purchase the Deliverables from Cruinn and whose details are set out in the Order;

"Data Processing Agreement" or **"DPA"**, the data processing agreement set out in Schedule 1;

"Data Protection Laws", as binding on either party or the Deliverables, means all applicable laws relating to the processing of personal data and privacy including, without limitation, the Data Protection Acts 1988 to 2018, the e-Privacy Directive (2002/58/EC) and the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and, where the context so requires, equivalent or replacement legislation of any applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, in any relevant jurisdiction relating to the processing of personal data including the opinions, guidance, advice, directions, orders and codes of practice issued or approved by a supervisory authority or the European Data Protection Board;

"Deliverables", the Goods or Services or both as the case may be;

"Documentation", the documentation in relation to the Deliverables identified as such in the Order;

"Force Majeure", an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving Cruinn's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"Goods", the goods and related accessories, spare parts and Documentation and other physical material set out in the Order and to be supplied by Cruinn to the Customer in accordance with the Contract;

"Intellectual Property Rights", copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

(a) whether registered or not

(b) including any applications to protect or register such rights

(c) including all renewals and extensions of such rights or applications

(d) whether vested, contingent or future

(e) to which the relevant party is or may be entitled, and

(f) in whichever part of the world existing;

"IPR Claim", has the meaning given in Clause 13.1;

"Location", the address or addresses for delivery of the Goods and performance of the Services as set out in the Order;

"Order", a Quotation which has been accepted by the Customer in accordance with Clause 2.4 and therefore constitutes a binding order;

"Price", has the meaning given in Clause 3.1;

"Protected Data", personal data received or generated by Cruinn from or on behalf of the Customer, acting as a processor, in connection with the performance of Cruinn's obligations under the Contract;

"Quotation", a quotation or response to tender provided to the Customer by Cruinn referencing these Conditions and identifying the Deliverables, Price and Location, which shall be subject to acceptance by the Customer in accordance with Clause 2.4;

"Relationship Data", means personal data collected and otherwise processed by Cruinn, acting as controller in connection with its commercial relationship with the Customer;

"Services", the services set out in the Order and to be supplied by Cruinn to the Customer in accordance with the Contract;

"Software Licence", is defined in clause 8;

"Software Product", any software product, software service or SaaS product set out in the Order and to be supplied by Cruinn to the Customer in accordance with the terms of the Software Licence applicable to that software product, software service or SaaS product;

"Specification", the description of the Deliverables in the Documentation;

"VAT", value added tax under the Value-Added Tax Consolidation Act 2010 or any other similar sale or fiscal tax applying to the sale of the Deliverables; and

"Warranty Period", has the meaning given in Clause 9.

The terms **"controller"**, **"data subject"**, **"personal data"**, **"personal data breach"**, **"processing"** (and related expressions, including **process**, **processed**, and **processes** shall be construed accordingly),

1.2	<p>"processor" and "supervisory authority" shall have the meanings given to those terms in the Data Protection Laws from time to time; In these Conditions, unless the context otherwise requires:</p> <p>1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);</p> <p>1.2.2 any Clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;</p> <p>1.2.3 a reference to a 'party' means either Cruinn or the Customer and includes that party's personal representatives, successors and permitted assigns;</p> <p>1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns and a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;</p> <p>1.2.5 a reference to a gender includes each other gender;</p> <p>1.2.6 words in the singular include the plural and vice versa;</p> <p>1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;</p> <p>1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;</p> <p>1.2.9 a reference to any Irish action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine or legal concept shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to that which most nearly approximates to the Irish equivalent in that jurisdiction.</p>	2.4 2.5 2.6 2.7 3. 3.1 3.2 4. 4.1 4.2 4.3 5. 5.1 5.2 5.3 5.4 5.5 5.6	<p>The Customer may accept or reject a Quotation at its discretion. A Quotation shall be deemed to be accepted by the Customer on the first to occur of:</p> <p>2.4.1 The Customer notifies Cruinn of its acceptance of that Quotation in writing; or</p> <p>2.4.2 The Customer instructs Cruinn to deliver or perform the Deliverables set out in that Quotation, or pays any portion of the Price to Cruinn.</p> <p>When a Quotation is accepted by a Customer in accordance with Clause 2.4 it shall constitute an Order and shall be binding on the parties in accordance with the Contract.</p> <p>Rejection by the Customer of a Quotation, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by Cruinn.</p> <p>Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.</p> <p>Price</p> <p>The price for the Deliverables shall be as set out in the Order ("Price").</p> <p>The Prices are exclusive of: (a) packaging, delivery, insurance, shipping carriage, and all other related charges or taxes or describe relevant elements of the goods and services which are not included in the standard price which shall be charged in addition at Cruinn's standard rates; and (b) VAT. The Customer shall pay any applicable VAT to Cruinn on receipt of a valid VAT invoice.</p> <p>Payment</p> <p>Cruinn may invoice the Customer for the Deliverables, partially or in full, at any time following acceptance of an Order.</p> <p>The Customer shall pay all invoices to the bank account nominated by Cruinn in full without deduction or set-off, in cleared funds within 30 calendar days of the date of each invoice.</p> <p>Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date Cruinn may, without limiting its other rights, charge interest on such sums at 8% per annum above the core refinancing rate of the European Central Bank from time to time in force. Such interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.</p> <p>Delivery and Performance</p> <p>In consideration of the Customer's payment of the Price and any other sums due pursuant to the Contract, Cruinn shall provide the Deliverables in accordance with the Contract.</p> <p>Where the Deliverables include Goods, those Goods shall be delivered by Cruinn, or its nominated carrier, to the Location. The Goods shall be deemed delivered on arrival of the Goods at the Location.</p> <p>Where the Deliverables include Services, those Services shall be performed by Cruinn at the Location. The Services shall be deemed delivered by Cruinn when Cruinn notifies the Customer that it has completed the Services.</p> <p>Cruinn may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.</p> <p>Time is not of the essence in relation to the performance or delivery of the Deliverables. Cruinn shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.</p> <p>The Customer shall promptly release any Goods, equipment or other items which are being serviced or maintained by Cruinn from all operational demands if</p>
2.	<p>Application of these Conditions</p> <p>2.1 These Conditions are expressly incorporated into the Contract between Cruinn and the Customer. They supersede any terms and conditions of purchase or supply issued by or on behalf of Cruinn or the Customer.</p> <p>2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Cruinn otherwise agrees in writing. No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and Cruinn respectively.</p> <p>2.3 Each Quotation issued by Cruinn shall be an offer to supply the Deliverables subject to the Contract, including these Conditions, and the terms stated in such Quotation. Quotations shall be capable of acceptance for a period of thirty (30) days from their date, after which the Quotation shall be void.</p>	2.4 2.5 2.6 2.7 3. 3.1 3.2 4. 4.1 4.2 4.3 5. 5.1 5.2 5.3 5.4 5.5 5.6	<p>The Customer may accept or reject a Quotation at its discretion. A Quotation shall be deemed to be accepted by the Customer on the first to occur of:</p> <p>2.4.1 The Customer notifies Cruinn of its acceptance of that Quotation in writing; or</p> <p>2.4.2 The Customer instructs Cruinn to deliver or perform the Deliverables set out in that Quotation, or pays any portion of the Price to Cruinn.</p> <p>When a Quotation is accepted by a Customer in accordance with Clause 2.4 it shall constitute an Order and shall be binding on the parties in accordance with the Contract.</p> <p>Rejection by the Customer of a Quotation, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by Cruinn.</p> <p>Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.</p> <p>Price</p> <p>The price for the Deliverables shall be as set out in the Order ("Price").</p> <p>The Prices are exclusive of: (a) packaging, delivery, insurance, shipping carriage, and all other related charges or taxes or describe relevant elements of the goods and services which are not included in the standard price which shall be charged in addition at Cruinn's standard rates; and (b) VAT. The Customer shall pay any applicable VAT to Cruinn on receipt of a valid VAT invoice.</p> <p>Payment</p> <p>Cruinn may invoice the Customer for the Deliverables, partially or in full, at any time following acceptance of an Order.</p> <p>The Customer shall pay all invoices to the bank account nominated by Cruinn in full without deduction or set-off, in cleared funds within 30 calendar days of the date of each invoice.</p> <p>Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date Cruinn may, without limiting its other rights, charge interest on such sums at 8% per annum above the core refinancing rate of the European Central Bank from time to time in force. Such interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.</p> <p>Delivery and Performance</p> <p>In consideration of the Customer's payment of the Price and any other sums due pursuant to the Contract, Cruinn shall provide the Deliverables in accordance with the Contract.</p> <p>Where the Deliverables include Goods, those Goods shall be delivered by Cruinn, or its nominated carrier, to the Location. The Goods shall be deemed delivered on arrival of the Goods at the Location.</p> <p>Where the Deliverables include Services, those Services shall be performed by Cruinn at the Location. The Services shall be deemed delivered by Cruinn when Cruinn notifies the Customer that it has completed the Services.</p> <p>Cruinn may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.</p> <p>Time is not of the essence in relation to the performance or delivery of the Deliverables. Cruinn shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.</p> <p>The Customer shall promptly release any Goods, equipment or other items which are being serviced or maintained by Cruinn from all operational demands if</p>

5.7 requested to do so by Cruinn in order for Cruinn to perform any Services.
Cruinn shall not be liable for any delay in or failure of performance caused by: the Customer's failure to comply with Clause 5.6 or to make the Location available; the Customer's failure to prepare the Location in accordance with Cruinn's instructions or otherwise as required for the Deliverables; the Customer's failure to provide Cruinn with adequate instructions for performance or delivery or otherwise relating to the Deliverables; or Force Majeure.

5.8 If the Customer fails to accept delivery of the Goods then, subject to payment by the Customer of all reasonable storage and insurance charges, Cruinn shall store and insure the Goods pending delivery for a maximum period of sixty (60) days, after which Cruinn shall be entitled to dispose of the Goods.

6. Risk and Title

6.1 Risk in the Goods shall pass to the Customer on delivery.

6.2 Title to the Goods shall pass to the Customer once Cruinn has received payment in full and cleared funds for the Goods. Until title to the Goods has passed to the Customer, the Customer shall:

6.2.1 hold the Goods as bailee for Cruinn;

6.2.2 store the Goods separately from all other material in the Customer's possession;

6.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

6.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting Cruinn's interest on the policy;

6.2.5 ensure that the Goods are clearly identifiable as belonging to Cruinn;

6.2.6 not remove or alter any mark on or packaging of the Goods;

6.2.7 inform Cruinn immediately if it becomes subject to any of the events or circumstances set out in Clause 17.3; and

6.2.8 on reasonable notice permit Cruinn to inspect the Goods during the Customer's normal business hours and provide Cruinn with such information concerning the Goods as Cruinn may request from time to time.

6.3 Notwithstanding Clause 6.2, the Customer may use the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in Clause 17.3 has occurred or is likely to occur.

6.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs Cruinn, or Cruinn reasonably believes, that the Customer has or is likely to become subject to any of the events specified in Clause 17.3, Cruinn may require the Customer at the Customer's expense to re-deliver the Goods to Cruinn, and if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

7. Customer Undertakings

7.1 The Customer shall not, and shall ensure that its personnel or any party acting under its authority or control do not, attempt to examine, test, reconstruct, disassemble, decompile or otherwise reverse-engineer any Deliverables provided by the Distributor under this Contract.

7.2 In the event that the Customer resells or otherwise transfers any Goods to a third party within 10 years following delivery of the Goods to the Customer, the Customer shall supply the identity of the new owner to Cruinn. The Customer shall also, when so

transferring the Goods, procure that any new owner similarly supply for the remainder of the 10 year period commencing on the original supply of the Goods to the Customer, the identity of any subsequent acquiror of the Goods to Cruinn.

8. Software Products

8.1 Where the Deliverables include one or more Software Products, each such Software Product shall be licensed to the Customer pursuant to the terms of the Software Licence applicable to that Software Product as made available by Cruinn at the following link: <https://www.cruinndiagnostics.ie/terms-conditions/> (for each applicable "Software Licence").

9. Warranty

9.1 Subject to Clauses 9.2 to 9.7, Cruinn warrants that, for a period of twelve (12) months from delivery (the **Warranty Period**), the Deliverables shall:

9.1.1 conform in all material respects to any sample, their description and to the Specification;

9.1.2 be free from material defects in design, material and workmanship;

9.1.3 if Goods, be of merchantable quality within the meaning of the Sale of Goods and Supply of Services Act 1980;

9.1.4 if Services, be supplied with due skill, care and diligence, within the meaning of the Sale of Goods and Supply of Services Act 1980; and

9.1.5 any media on which the results of the Services are supplied shall be sound and reasonably fit for the purpose for which they are required, within the meaning of the Sale of Goods and Supply of Services Act 1980.

9.2 The following items are specifically excluded from the warranty at Clause 9.1 and are not warranted by Cruinn:

9.2.1 expendable items which may be incorporated into any Deliverable, including but not limited to filters, lamps, pilot lights, filaments, fuses, mechanical pump belts, probes, V-belts, wafer transport belts, pump fluids, O-rings and seals; and

9.2.2 any used equipment or demonstration equipment.

9.3 The Customer shall notify Cruinn immediately upon becoming aware of any failure of any Deliverable to comply with the warranty in Clause 9.1. In the event of any failure of any Goods or Services to comply with the warranty in Clause 9.1, the Customer's sole and exclusive remedy, Cruinn shall, at its option, correct, repair, remedy, re-perform or refund the Price paid in respect of any Deliverables that do not comply with Clause 9.1, provided that the Customer:

9.3.1 in the case of defects discoverable by a physical inspection, serves a written notice on Cruinn not later than five (5) Business Days after delivery or performance; and in the case of all other defects, serves such notice immediately (and in any event within three (3) Business Days) after becoming aware of the relevant defect, and in any event within a reasonable time after delivery or performance;

9.3.2 such notice specifies that some or all of the Deliverables do not comply with Clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and

<p>9.3.3 gives Cruinn a reasonable opportunity to examine the claim of the defective Deliverables; and</p> <p>in the event of any failure of any Software Product to comply with the warranty in Clause 9.1, the Customer's exclusive remedy shall be the provision by Cruinn of an updated version of such Software Product if and when the same is available from the manufacturer of that Software Product.</p> <p>9.4 No new warranty period shall commence as a result of repair, replacement or substitute performance or delivery of the Deliverables.</p> <p>9.5 Cruinn shall not be liable for any failure of any Deliverables to comply with Clause 9.1:</p> <p>9.5.1 where the Customer has not complied with its obligations under Clause 10.1;</p> <p>9.5.2 where the failure to comply with Clause 9.1 does not have a materially adverse impact on the Customer's use of the Deliverables for their intended purpose;</p> <p>9.5.3 where such failure arises by reason of wear and tear, wilful damage, negligence, excessive use or demand, or could be expected to arise in the normal course of use of the Deliverables;</p> <p>9.5.4 to the extent caused by the Customer's failure to comply with Cruinn's and the manufacturer's instructions in relation to the Deliverables, including any instructions on installation, operation, storage or maintenance, or the use or operation of the Deliverables by personnel who are not properly trained or qualified for their proper use;</p> <p>9.5.5 to the extent caused by Cruinn following any specification, instruction or requirement of or given by the Customer in relation to the Deliverables;</p> <p>9.5.6 where the Customer modifies or attempts to repair any Deliverables without Cruinn's prior written consent or, having received such consent, not in accordance with Cruinn's instructions;</p> <p>9.5.7 where the Customer uses any of the Deliverables after notifying Cruinn that they do not comply with Clause 9.1; or</p> <p>9.5.8 where such failure arises as a result of environmental factors including without limitation, acts of God, flooding, power surges, power failures or interruptions, humidity control, air-conditioning, defective electrical work, transportation, foreign equipment or attachments and / or utilities such as gas.</p> <p>9.6 Except as set out in this Clause 9, Cruinn gives no warranty and makes no representations in relation to the Deliverables, and all warranties and conditions (including, save to the extent expressly set out in this Contract, the warranties and conditions implied by Sale of Goods and Supply of Services Act 1980), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.</p> <p>9.7 Without prejudice to Cruinn's obligation to supply any Deliverable that is subject to an active Order, Cruinn does not warrant that all Deliverables or products within its current range will be supplied going forward. Cruinn reserves the right, at its sole discretion, to discontinue the sale, provision or support of any Deliverable at any time, including the supply of consumables or spare parts.</p> <p>10. Customer Warranties</p> <p>10.1 The Customer warrants that it has provided Cruinn with all relevant, full and accurate information as to the Customer's business and needs.</p>	<p>10.2</p> <p>11.</p> <p>11.1</p> <p>11.2</p> <p>12.</p> <p>12.1</p> <p>12.2</p> <p>12.3</p> <p>12.4</p> <p>12.4.1</p> <p>12.4.2</p> <p>12.4.3</p> <p>12.4.4</p> <p>12.4.5</p> <p>12.4.6</p> <p>12.4.7</p> <p>12.4.8</p> <p>12.4.9</p> <p>12.4.10</p> <p>12.4.11</p> <p>12.4.12</p> <p>12.4.13</p> <p>12.4.14</p>	<p>The Customer warrants that it has and shall retain throughout the term of this Contract, full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Contract and that those signing this Contract are duly authorised to bind the party for whom they sign.</p> <p>Indemnity and Insurance</p> <p>The Customer shall indemnify, and keep indemnified, Cruinn from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Cruinn as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.</p> <p>The Customer shall have in place contracts of insurance with reputable insurers incorporated in the European Union (or such other jurisdiction by agreement in writing with Cruinn) to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.</p> <p>Limitation of Liability</p> <p>The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Clause 12.</p> <p>Subject to Clause 12.5 and without prejudice to Clause 9.3, Cruinn's total liability shall not exceed a sum equal to the Price paid by the Customer in respect of the Deliverables giving rise to such liability; provided that in no circumstances shall Cruinn's total liability under or in connection with this Contract exceed a sum equal to the total Price paid by the Customer under this Contract.</p> <p>Subject to Clause 12.5, Cruinn shall not be liable for consequential, indirect or special losses.</p> <p>Subject to Clause 12.5, Cruinn shall not be liable for any of the following (whether direct or indirect):</p> <p>loss of profit;</p> <p>loss of revenue;</p> <p>loss or corruption of information or data;</p> <p>loss or corruption of software or systems (including any Software Product);</p> <p>loss or damage to equipment;</p> <p>loss of use;</p> <p>loss of production;</p> <p>loss of power;</p> <p>loss of contract;</p> <p>loss of commercial opportunity;</p> <p>loss of savings, discount or rebate (whether actual or anticipated);</p> <p>harm to reputation or loss of goodwill;</p> <p>business interruption; and/or</p> <p>wasted expenditure.</p>
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12.5 The Customer acknowledges that the Goods supplied by Cruinn under this Contract are diagnostic tools only. The Goods do not provide medical advice. Decisions regarding medical treatment based on the results of any tests conducted by the Goods should only be made by qualified medical professionals. Cruinn is not responsible for any medical or other advice provided on the basis on the results provided by the Goods.

12.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited in accordance with applicable law.

13. Intellectual Property

13.1 The Customer shall promptly notify Cruinn in writing on becoming aware of any actual or threatened claim by a third party that the Customer's use or possession of any of the Deliverables as authorised under this Contract infringes its Intellectual Property Rights ("IPR Claim") (such notice to include full details as to the nature and basis of the IPR Claim). Cruinn shall, at its request, cost and sole discretion, have sole control and conduct of the defence of any IPR Claim and of any related settlement negotiations.

13.2 In the event of any IPR Claim the Customer shall:

13.2.1 refrain from making any admission of liability or payment to third party in connection with any IPR Claim or agree any settlement or compromise of the relevant IPR Claim without the prior written consent of Cruinn (such consent not to be unreasonably withheld);

13.2.2 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and

13.2.3 at Cruinn's request, provide Cruinn with all reasonable information (and, where Cruinn has exercised its option to take control and conduct of the defence of any such IPR Claim, all reasonable assistance) in relation to the IPR Claim, including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

13.3 If any IPR Claim is made or is reasonably likely to be made, Cruinn may at its option, and as the Customer's sole and exclusive remedy:

13.3.1 procure for the Customer the right to continue receiving the benefit of the relevant Deliverables;

13.3.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to their Specification; or

13.3.3 refund to the Customer a portion of the Price equal to the total Price less an amount reflective of any period during which the Customer has had use of the relevant Deliverable, such amount to be determined by Cruinn (acting reasonably) based on a straight-line depreciation across the usual working life of products akin to the Product.

13.4 The Customer shall indemnify Cruinn against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by Cruinn in connection with any claim arising from Deliverables modified or used by the Customer other than in accordance with the Contract or Cruinn's instructions.

14. Confidentiality and Announcements

14.1 The Customer shall keep confidential all Confidential Information of Cruinn and of any Affiliate of Cruinn and shall only use the same as required to perform the Contract. The provisions of this Clause 14 shall not apply to:

14.1.1 any information which was in the public domain at the date of the Contract;

14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

14.1.3 any information which is independently developed by the Customer without using information supplied by Cruinn or by any Affiliate of Cruinn; or

14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of Clauses 14.1.1 to 14.1.3 shall not apply to information to which Clause 14.4 relates.

14.2 This Clause 14 shall remain in force in perpetuity, irrespective of any termination of the Contract.

14.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of Clause 15 or the DPA.

15. Data protection

15.1 The parties agree that the Customer is a controller and that Cruinn is a processor for the purposes of processing Protected Data pursuant to the Contract. Each party shall at all times comply with all Data Protection Laws in connection with any processing of personal data in connection with the Contract.

15.2 Each party shall comply with its respective obligations under the DPA.

15.3 To the extent that Cruinn collects and processes Relationship Data in connection with its obligations under the Contract, it will process such data in accordance with the Cruinn customer data protection notice available on

<https://www.cruinndiagnostics.ie/terms-conditions/> and applicable Data Protection Laws.

16. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than thirty (30) days, either party may terminate the Contract by written notice to the other party.

<p>17. Termination</p> <p>17.1 The Customer may terminate the Contract in the event of Cruinn's material breach, provided that where such material breach is capable of remedy Cruinn has not, within a period of ninety (90) days after being notified by the Customer of the nature of the material breach and its intention to terminate the Contract on foot of the same, remedied that breach in all material respects.</p> <p>17.2 Cruinn may terminate the Contract at any time by giving notice in writing to the Customer if:</p> <p>17.2.1 the Customer commits a material breach of the Contract and such breach is not remediable;</p> <p>17.2.2 the Customer commits a material breach of the Contract which is not remedied within fourteen (14) days of receiving written notice of such breach;</p> <p>17.2.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within thirty (30) days after Cruinn has given notification that the payment is overdue; or</p> <p>17.2.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.</p> <p>17.3 Cruinn may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:</p> <p>17.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;</p> <p>17.3.2 is unable to pay its debts either within the meaning of section 570 of the Companies Act 2014 or if Cruinn reasonably believes that to be the case;</p> <p>17.3.3 has a receiver, manager or examiner appointed over all or any part of its undertaking, assets or income;</p> <p>17.3.4 has a resolution passed for its winding up;</p> <p>17.3.5 has a petition presented to any court for its winding up or an application is made for an order for the appointment of an examiner, or any winding-up order or order for the appointment of an examiner is made against it;</p> <p>17.3.6 has a freezing order made against it;</p> <p>17.3.7 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;</p> <p>17.3.8 is subject to any events or circumstances analogous to those in Clauses 17.3.2 to 17.3.7 in any other jurisdiction; or</p> <p>17.3.9 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in Clauses 17.3.2 to 17.3.8 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.</p> <p>17.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Cruinn to terminate the Contract under this Clause 17, it shall immediately notify Cruinn in writing.</p>	<p>17.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.</p> <p>18. Notices</p> <p>18.1 Any notice given by a party under these Conditions shall:</p> <p>18.1.1 be in writing and in English;</p> <p>18.1.2 be signed by, or on behalf of, the party giving it; and</p> <p>18.1.3 in the case of notices to the Customer, shall be sent to the Customer contact identified in the Order, and in the case of notices to Cruinn, shall be sent for the attention of the contact at the address or email address set out in Clause 18.2.</p> <p>18.2 The address and email address for service of notices on Cruinn are as follows:</p> <p>18.2.1 For the attention of the Financial Controller, at Parkwest Industrial Park, Unit 5b/6b, Hume Centre, Nagor Road, Dublin 12, D12 KX44 or to info@cruinn.ie</p> <p>18.3 Notices may be given, and are deemed received:</p> <p>18.3.1 by hand: on receipt of a signature at the time of delivery;</p> <p>18.3.2 by registered post: at 9.00 am on the second Business Day after posting; or</p> <p>18.3.3 by email, at the time of transmission.</p> <p>18.4 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with Clause 18.1 and shall be effective:</p> <p>18.4.1 on the date specified in the notice as being the date of such change; or</p> <p>18.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.</p> <p>18.5 All references to time are to the local time at the place of deemed receipt.</p> <p>18.6 This Clause 18 does not apply to notices given in legal proceedings or arbitration.</p> <p>19. Cumulative Remedies</p> <p>The rights and remedies provided in the Contract for Cruinn only are cumulative and not exclusive of any rights and remedies provided by law.</p> <p>20. Further Assurance</p> <p>20.1 The Customer shall at the request of Cruinn, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.</p> <p>20.2 The Customer shall, at the request of Cruinn, and at the Customer's own cost, do all acts and execute all documents as may be required by one or more of Cruinn's suppliers or Applicable Law.</p> <p>21. Entire Agreement</p> <p>21.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.</p> <p>21.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.</p> <p>21.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.</p> <p>22. Variation</p> <p>No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these</p>
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	Conditions and is duly signed or executed by, or on behalf of, each party.	28.2	No single or partial exercise of any right, power or remedy provided by law or under the Contract by Cruinn shall prevent any future exercise of it or the exercise of any other right, power or remedy by Cruinn.
23. Assignment			
23.1	The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Cruinn's prior written consent.	28.3	A waiver of any term, provision, condition or breach of the Contract by Cruinn shall only be effective if given in writing and signed by Cruinn, and then only in the instance and for the purpose for which it is given.
23.2	Notwithstanding Clause 23.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives Cruinn prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.	29.1	Compliance with Law The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
		29.2	Cruinn reserves the right, on reasonable notice to the customer, to depart from the Specification where a change to the Services is necessary in order to comply with: (i) Applicable Law; (ii) manufacturer instructions; and/or (iii) any applicable regulatory guidance.
24. Set Off			
24.1	Cruinn shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which Cruinn has with the Customer.	30.	Conflicts within Contract If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail over the schedules, appendices or annexes to these Conditions, and the Order shall prevail over these Conditions.
24.2	The Customer shall pay all sums that it owes to Cruinn under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.		
25. No Partnership or Agency			
	The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf	31.	Costs and Expenses The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).
		32.1	Third Party Rights Except as expressly provided for in Clause 32.2, a person who is not a party to the Contract shall not have any rights to enforce any of the provisions of the Contract.
26. Equitable Relief			
	The Customer recognises that any breach or threatened breach of the Contract may cause Cruinn irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Cruinn, the Customer acknowledges and agrees that Cruinn is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.	32.2	Cruinn enters into this Contract on its own behalf and as agent on behalf of each of its Affiliates, and shall be entitled to enforce this Contract on its own behalf or on behalf of any of its Affiliates. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.
		33.	Dispute Resolution
27. Severance			
27.1	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.	33.1	Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this Clause 33.
27.2	If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.	33.2	The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
		33.3	The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:
		33.3.1	Within ten Business Days of service of the notice, the contract managers of each of the parties shall meet to discuss the dispute and attempt to resolve it.
		33.3.2	If the dispute has not been resolved within twenty Business Days of the first meeting of the <i>contract managers</i> , then the matter shall be referred to the <i>chief executives</i> (or persons of equivalent seniority) of each of the parties. The <i>chief executives</i> (or equivalent) shall meet within ten Business Days to discuss the dispute and attempt to resolve it.
28. Waiver			
28.1	No failure, delay or omission by Cruinn in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.	33.4	Until the parties have completed the steps referred to in Clause 33.3, and have failed to resolve the dispute, neither party shall commence formal legal

proceedings except that either party may at any time 35.
seek urgent interim relief from the courts.

34.

Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.

Jurisdiction

The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 - DATA PROCESSING AGREEMENT

EU CUSTOMER DATA PROCESSING AGREEMENT

1. Background

- 1.1. This DPA forms part of the Contract between Cruinn and the Customer, along with the Conditions, the Order, and all applicable Software Licences (together with all its and their schedules, attachments, annexures and statements of work).
- 1.2. The parties agree that the Contract may involve Cruinn processing personal data as a data processor for and on behalf of the Customer.
- 1.3. This DPA forms part of the Contract reflects the parties' agreement with respect to the processing of personal data under the Contract in accordance with the Data Protection Laws.
- 1.4. All terms used in this DPA and defined in the Conditions or the Order shall have the meaning set out in the Conditions or the Order (as applicable).

2. Definitions

- 2.1. For the purposes of this DPA:

“**Security Measures**”, the security measures set out in Annex 2 of this DPA; and

“**SCCs**”, the processor-to-processor standard contractual clauses at Module 3 of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council [2021] OJ L 199/31.

3. Status

- 3.1. In respect of any Protected Data processed by Cruinn under the Contract, the parties acknowledge that the Customer shall be the controller and Cruinn shall be a processor.
- 3.2. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects in relation to the processing of Protected Data by Cruinn as a processor are set out in Annex 1 of this DPA.

4. Customer's Obligations

- 4.1. The Customer, as the controller of Protected Data, is the sole party responsible for establishing the lawful basis for the processing of Protected Data by Cruinn under this DPA and will ensure that it has all necessary and appropriate legal bases, notices and consents in place to enable the lawful processing of Protected Data by Cruinn for the duration and purposes of the Contract.
- 4.2. The Customer, as the controller of Protected Data, is further the sole party responsible for the accuracy and quality of Protected Data.
- 4.3. The Customer shall indemnify and keep indemnified Cruinn against all losses, claims, damages, liabilities,

finances, sanctions, interest, penalties, costs, charges, expenses, compensation paid to data subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under Clause 15 of the Contract or this DPA.

5. Cruinn's Obligations

- 5.1. To the extent that Cruinn processes Protected Data in connection with the Contract, Cruinn shall:

- 5.1.1. process the Protected Data only on the documented instructions of the Customer (unless Cruinn is required to process the Protected Data pursuant to European Union (“EU”) or EU Member State law or another particular applicable law in which case Cruinn shall notify the Customer of that legal requirement before such processing occurs or is permitted, unless that law prohibits such notification on important grounds of public interest);

- 5.1.2. ensure that all personnel authorised to process Protected Data are subject to confidentiality obligations in respect of Protected Data;

- 5.1.3. taking into account the nature of the processing, assist the Customer (at the Customer's expense) by appropriate, technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to data subject data protection rights requests;

- 5.1.4. taking into account the nature of the processing and the information available to Cruinn, assist the Customer in ensuring compliance with its obligations under Articles 32 to 36 GDPR;

- 5.1.5. notify the Customer if Cruinn receives a request from a data subject in relation to that data subject's personal data, provided that Cruinn shall not be required to respond directly to such data subject;

- 5.1.6. implement and maintain appropriate technical and organisational Security Measures (as set out in Annex 2 of this DPA) to ensure the security of the Protected Data taking into account: (a) the state of the art; (b) the costs of implementation; (c) the nature, scope, context and purposes of the processing; and (d) the inherent risk of the processing activities to data subjects;

- 5.1.7. at the choice of the Customer, delete or return all Protected Data after the end of the performance of all obligations relating to the processing of Protected Data, and delete existing copies unless EU or EU Member State law or another particular applicable law requires Cruinn to retain such Protected Data; and

- 5.1.8. notify the Customer without undue delay upon becoming aware of any personal data breach.

6. International Transfers

- 6.1. The Customer hereby acknowledges that Cruinn may transfer Protected Data outside of the European Economic Area (as “data exporter”) to its Sub-processors (each a “data importer”). In effecting

any international transfer of Protected Data, Cruinn shall ensure that:

6.1.1 any transfer of Protected Data is carried out to a country in respect of which the European Commission has issued a finding of adequacy for the protection of Protected Data; or

6.1.2 any transfer is subject to the SCCs.

7. Sub-processors

7.1 The Customer agrees that:

7.1.1 Cruinn is authorised to use the third parties ("Sub-processors") listed at

<https://www.cruinndiagnostics.ie/terms-conditions/> ("Cruinn Sub-processor Document") which may be updated from time to time in accordance with clause 7.3, to process Protected Data and perform its obligations under the Contract; and

7.1.2 such Sub-processors may engage third party sub-processors to process Protected Data on Cruinn's behalf.

7.2 Cruinn will impose on such Sub-processors data protection obligations that protect Protected Data to substantially the same standard provided for by this DPA and, at a minimum, compliant with the requirements of the Data Protection Laws and shall remain liable for a breach caused by a Sub-processor but only to the same extent that Cruinn would be liable if it had provided the Services of the Sub-processor directly under the terms of this DPA.

7.3 Cruinn may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors in the Cruinn Sub-Processor Document. If the Customer objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of Protected Data, then Cruinn will work in good faith with the Customer to find an alternative solution. In the event that the parties are unable to find such a solution, the Customer may terminate the Contract.

8. Customer's Audit Rights

8.1 Cruinn shall make available all information reasonably requested by the Customer to satisfy itself that Cruinn is complying with its data protection obligations under this DPA.

8.2 The Customer (and/or via its third-party representatives, a data protection authority or any other regulatory body) shall be permitted to audit Cruinn's premises, systems, and facilities during normal business hours provided that:

8.2.1 the Customer shall provide at least 14 days' prior written notice of its intention to carry out an audit;

8.2.2 all expenses incurred by Cruinn in connection with any such audit shall be promptly discharged by the Customer;

8.2.3 Cruinn may request that any third party representative performing an audit on behalf of the Customer shall provide written confidentiality undertakings to the

reasonable satisfaction of Cruinn and Cruinn shall be entitled to refuse access to any of its premises or records until such time as it has received such undertakings; and

8.2.4 nothing in this DPA shall entitle the Customer to access or inspect any records which contain information relating to any other customers of Cruinn and Cruinn shall be entitled to restrict or prevent access to any part of its premises which it considers in its sole discretion could compromise the security of any information or data relating to such other customers.

9. Suspension of Processing

9.1 Cruinn will notify the Customer if it comes to its attention that any instructions received in respect of this DPA infringe the provisions of the Data Protection Laws or other EU or EU Member State data protection provisions. Notwithstanding the foregoing, Cruinn shall have no obligation to review the lawfulness of any instruction received from the Customer.

9.2 Cruinn will notify the Customer if it is no longer able to comply with its obligations pursuant to the Data Protection Laws and/or this DPA. Where Cruinn can no longer comply with such obligations, it reserves the right to suspend all processing in relation to Protected Data and seek to resolve its non-compliance or terminate this DPA in accordance with the terms of the Contract.

ANNEX 1

Details of Cruinn's Processing of Protected Data for the purposes of Clause 3.2 of this DPA:

Categories of data subjects:	<p>Categories of data subject are:</p> <ul style="list-style-type: none"> ● service users of the Customer; and ● personnel of the Customer.
Categories of personal data:	<p>Categories of personal data are:</p> <ul style="list-style-type: none"> ● name; ● date of birth; ● health information ● ethnicity ● gender; and ● genetic data.
Frequency of processing of Protected Data:	<p>Incidental. Processing occurs on an ad hoc basis depending on the Customer's use of and interaction with the Deliverables.</p>
Subject matter and nature of the processing:	<p>The subject matter of the processing relates to the provision of the Deliverables to the Customer. In particular, the access to data in the context of technical Services related to the installation and maintenance of the Deliverables.</p>
Purposes of the processing:	<p>Protected Data are collected by Cruinn for the purpose of providing Services to the Customer which include:</p> <ul style="list-style-type: none"> ● installation of the Deliverables; ● maintenance of the Deliverables; ● provision of second level technical support and troubleshooting related to the Deliverables.
Period for which Protected Data are retained:	<p>Accessed on short term basis and will not be retained by Cruinn.</p>

ANNEX 2

Security Measures

A. Description of the Security Measures implemented by Cruinn:

- Firewalls
- Network segregation
- Endpoint Security
- OS Encryption
- MFA
- VPN for remote workers
- Password complexity/expiry/failed attempts
- All comms cabinets and comms are alarmed and secured with access to authorized users only
- Off site backups under secured and alarmed location with access to authorized users only
- AD security groups/NTFS permissions in place to secure the data access on the LAN or over WAN via VPN
- WPA enterprise in place for WiFi access

B. Description of the Security Measures implemented by Sub-processors:

Detailed in the Cruinn Sub-Processor Document and available at

<https://www.cruinndiagnostics.ie/terms-conditions/>