Olink's Pre-Contractual Sample Handling Terms

Olink does not accept any liability for samples sent prior to execution of a definitive agreement between Olink and Customer governing the terms of the Analysis Services. Olink hereby disclaims, to the fullest extent allowed under applicable law, any and all liabilities related to the samples including, without any limitation, the destruction, loss or contamination of such samples and any damages caused by the handling or shipment of the samples. Customer will indemnify Olink for any damages or claims arising out of or related to the samples, including but not limited to damages caused by any samples containing biological hazards or infectious diseases.

By sending samples, in the absence of an executed agreement covering such samples, Customer agrees that Olink may invoice Customer for storage and handling, until such time as an agreement is executed between the parties. If an agreement is not executed between the parties within 12 months after Olink's receipt of the samples, Olink may in its sole discretion, and without notice to Customer, destroy or return the samples to the Customer at Customer's expense.