



GENERAL TERMS AND CONDITIONS

Micro-Serve Laboratorium B.V.

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Article 1 Definitions

1. In these general terms and conditions, the following terms shall have the following meanings, unless explicitly stated otherwise:
User: Micro-Serve Laboratorium B.V. and (future) its affiliated companies and entities, using these general terms and conditions.
Client: the natural person acting in the exercise of their profession or business, or the legal entity that enters into an agreement with the user or to whom the user addresses an offer.
Agreement: the agreement for the provision of services.
Terms and Conditions: these general terms and conditions.
Activities/Services: the services and work performed by the user under the agreement between the user and the client.

Article 2 General

1. These terms and conditions apply to every offer, quotation, and agreement between the user and a client to which the user has declared these terms and conditions applicable, unless the parties have expressly and in writing agreed otherwise.
2. These terms and conditions also apply to all agreements with the user, for the execution of which third parties must be involved.
3. Any deviations from these general terms and conditions are only valid if expressly agreed upon in writing.
4. The applicability of any purchase or other conditions of the client is expressly rejected.
5. If one or more provisions in these general terms and conditions are found to be null or void, the remaining provisions of these general terms and conditions shall remain fully applicable. The user and the client shall then consult to agree on new provisions to replace the null or void provisions, whereby the purpose and intent of the original provision shall be considered as much as possible.

Article 3 Offers and Quotations and Conclusion of Agreement

1. Offers and quotations made by the user are non-binding; they are valid for 30 days unless otherwise stated. The user is only bound by the quotation if acceptance thereof is confirmed in writing by the other party within 30 days, unless otherwise stated.
2. The prices in the offers mentioned and quotations are exclusive to VAT and other government levies, as well as shipping and administration costs, unless otherwise stated.
3. A composite price quotation does not oblige the user to perform part of the assignment at a corresponding part of the quoted price.
4. Offers and quotations do not automatically apply to future assignments.
5. Offers may be made either verbally or in writing and are not valid unless signed, for example in an email.
6. If the complexity of the research product deviates from what was initially intended, the user reserves the right to adjust the quotation accordingly.

In all cases, the Dutch version of these delivery and payment terms shall prevail.

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7. Offers are non-binding unless the client can reasonably assume that the offer or part thereof contains an error or omission.
8. The agreement is concluded through written acceptance by the client of the offer issued by the user and is formed by the duly signed offer, the order confirmation, and these terms and conditions collectively.
9. If the acceptance (on subordinate points) deviates from the offer included in the proposal, the user is not bound by it. The agreement will not be formed according to this deviating acceptance unless the user indicates otherwise.
10. The agreement replaces and supersedes all previous oral and written agreements.

Article 4 Execution of the Agreement

1. The user will execute the agreement to the best of their ability and in accordance with the requirements of good craftsmanship, based on the current state of scientific knowledge. The user undertakes a best-efforts obligation, not a result obligation. User reports only the outcome of its work or the sterility test results of the client and/or third parties.
2. If proper execution of the agreement requires it, the user has the right to have certain tasks performed by third parties. Article 7:404 BW is expressly excluded.
3. The client is responsible for providing all data the user has indicated is necessary or that the client should reasonably understand to be necessary for the execution of the agreement, in a timely manner. If such data is not provided in time, the user is entitled to suspend the execution of the agreement and/or charge the resulting additional costs according to standard rates.
4. The user is not liable for damage, of any kind, due to the use of incorrect and/or incomplete information provided by the client, unless this incorrectness or incompleteness should have been known to the user.
5. If the agreement is executed in phases, the user may suspend the execution of components belonging to a next phase until the client has approved the results of the previous phase in writing.
6. If users or third parties engaged by user perform work at the client's location or a location designated by the client, the client will provide the necessary facilities free of charge.
7. The client indemnifies the user against any claims from third parties related to the execution of the agreement, unless the cause is attributable to the user.

Article 5 Changes to the Agreement

1. If during the execution of the agreement it appears that proper fulfillment requires modification or supplementation of the agreement, the parties will amend the agreement in a timely and mutual manner. Costs for additional work, up to a maximum of EUR 250, can be charged without prior approval; above that amount, prior written consent is required.
2. If the parties agree that the agreement is to be amended or supplemented, the completion date of the execution may be affected. The user shall inform the client of this as soon as possible.
3. If a fixed fee has been agreed upon, the user shall indicate the extent to which the amendment or supplement to the agreement will result in this fee being exceeded.
4. By way of derogation from paragraph 3, the user may not charge additional costs if the amendment or supplement is the result of circumstances attributable to the user.

Article 6 Contract Duration; Performance Period

1. The agreement between the user and a client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or unless the parties expressly and in writing agree otherwise.
2. If a period is agreed upon in the agreement for the completion of specific work, this is never a strict deadline. The client shall therefore be in default only after having given written default notice to the user, granting a reasonable period to fulfill the obligations, and if performance is still not rendered within this period.

Article 7 Fees

1. Parties can agree that the agreement will be based on a fixed fee.
2. If no fixed fee is agreed upon, the fee will be determined based on actual hours worked. The fee will be calculated according to the user's usual hourly rates, applicable for the period in which the work is performed, unless a different hourly rate has been agreed.
3. The fee and any cost estimates are stated in euros and are exclusive of VAT and any costs to be incurred under the agreement.
4. For assignments with a duration of longer than three months, the costs may be invoiced periodically.
5. The user is entitled to (interim) price adjustments if, between the time of offer and the execution of the work, unforeseen cost-increasing circumstances arise.
6. The user is entitled to increase the fee if, during the execution of the work, it appears that the originally agreed or expected amount of work was underestimated to such an extent at the time of concluding the agreement, and this is not attributable to the user, that in all reasonableness the user cannot be expected to perform the agreed work for the originally agreed fee. In such a case, the user shall inform the client of the intention to increase the fee or rate, stating the extent of the increase and the date on which it will take effect.

Article 8 Payment

1. Payment must be made within 14 days from the invoice date to a bank account specified by the user and in the invoiced currency. Objections to the amount of the invoice do not suspend the payment obligation.
2. If the client fails to pay within the 14-day term stated in paragraph 1, the client is in default by law, without formal notice of default being required. The client is then liable for interest of 1% per month, unless the statutory (commercial) interest is higher, in which case the statutory interest applies. The interest in the due amount will be calculated from the moment the client is in default until full payment of the amount owed.
3. In the event of exceeding the payment term, liquidation, bankruptcy, attachment, or suspension of payment by the client, all claims of the user against the client shall become immediately due and payable.
4. Payments will first be applied to reduce the costs, then to reduce the accrued interest, and finally to reduce the principal amount and the current interest.
5. The user may, without being in default, refuse an offer of payment if the client designates a different order of allocation.
6. The user may refuse full repayment of the principal sum if the accrued and current interest as well as the costs have not also been paid.
7. The client hereby waives any rights of set-off and suspension.

Article 9 Retention of Title

1. All goods delivered by the user, including but not limited to reports, designs, equipment, software, (electronic) files, etc., remain the property of the user until the client has fulfilled all obligations arising from all agreements concluded with the user.
2. The client is not authorized to pledge or in any way encumber the items subject to retention of title.
3. If third parties wish to seize the items delivered under retention of title or want to establish rights thereon, the client is obliged to inform the user as soon as can reasonably be expected.
4. The client is obliged to ensure the goods delivered under the title of retention against fire, explosion, and water damage, as well as against theft, and to present the policy of this insurance to the user for inspection upon first request.
5. Goods delivered by the user that are subject to the retention of title may only be used in the context of normal business operations and may never be used as a means of payment.
6. If the user wishes to exercise his property rights as referred to in this article, the client grants unconditional and irrevocable permission to the user and third parties designated by the user to enter all locations where the user's property is located and to retrieve those items.

Article 10 Collection Costs

1. If the client fails to fulfill one or more of their obligations, all reasonable costs incurred in obtaining payment out of court shall be borne by the client. If the client remains in default of timely payment of a monetary sum, he shall owe a penalty of 15% of the outstanding amount, with a minimum of EUR 50.00.
2. If the user has incurred higher costs that were reasonably necessary, these will also qualify for reimbursement.
3. Any reasonably incurred legal and enforcement costs will also be borne by the client.
4. The client also owes statutory interest in the collection costs incurred.

Article 11 Inspection, Complaints

1. Complaints about the work performed must be reported in writing to the user by the client within 8 days of discovery, but no later than 14 days after completion of the relevant work or delivered reports. Complaints submitted after the expiry of a forementioned period will not be handled and are not honored.
2. The notice of default must contain as detailed a description as possible of the shortcoming, so that the user is able to respond adequately.
3. If a complaint is justified, the user shall still carry out the work as agreed, unless this has meanwhile demonstrably become pointless for the client. The latter must be made known to the user in writing by the client.
4. If it is no longer possible or meaningful to carry out the agreed work, the user's liability shall be limited to the scope defined in Article 15.

Article 12 Termination

1. Both parties may terminate the agreement at any time in writing, observing a notice period of 6 months.
2. If the agreement is terminated prematurely by the client, the user is entitled to compensation for any resulting and reasonably demonstrable loss of occupancy, unless the termination is based on facts and circumstances attributable to the user. Furthermore, the client shall then be obliged to pay the declarations for the work performed up to that point. The preliminary results of the work carried out up to that point shall then also be made available to the client under reservation.
3. If the agreement is terminated prematurely by the user, the user shall, in consultation with the client, ensure the transfer of work still to be performed to third parties, unless the termination is based on facts and circumstances attributable to the client.
4. Any additional costs incurred by the user in transferring the work shall be charged to the client.

Article 13 Suspension and dissolution

1. The user is authorized, without being liable for damages and without judicial intervention, to suspend the execution of the agreement and/or to dissolve the agreement in whole or in part, if:
 - the client does not fully comply with the obligations arising from the agreement; and/or
 - after concluding the agreement, circumstances become known to the user which give good reason to fear that the client will not fulfill its obligations; and/or
 - upon concluding the agreement, the client was requested to provide security for the fulfillment of its obligations under the agreement, and such security is not provided or is insufficient; and/or
 - an application for a (provisional) suspension of payment has been filed for the client's company, or if the client has been granted such suspension, or a petition for bankruptcy has been filed or granted, or in the event of liquidation, discontinuation of business (whether partial or whole) of the client's company; and/or
 - there are other circumstances of such nature that unaltered continuation of the agreement cannot reasonably be demanded of the user.
2. If the agreement is dissolved, the user's claims against the client shall become immediately due and payable. If the user suspends fulfillment of its obligations, it retains its rights under the law and the agreement.
3. The user shall always reserve the right to claim compensation.

Article 14 Return of items made available

1. If the user has made items available to the client for the execution of the agreement, the client is obliged to return these delivered items within 14 days in their original state, free of defects, and complete. If the client fails to comply with this obligation, all resulting costs shall be borne by the client.
2. If the client, for any reason whatsoever, after having been given notice to that effect, remains in default, the user shall be entitled to recover from the client any resulting damage and costs, including replacement costs.
3. Materials and products provided by the client and made available to the user for carrying out the work shall be destroyed by the user as microbiological waste, unless the client has explicitly indicated in writing at the conclusion of the agreement that the materials must be returned.
4. If the materials are returned to the client, the user shall clean the materials within reason, but the user shall never be held liable for any contamination and/or damage present.

Article 15 Liability and Indemnifications

1. The user's liability for any non-performance or other shortcomings is limited to the direct damage suffered by the client or third parties, up to a maximum of twice the invoice amount for that part of the agreement to which the liability relates, with a maximum of EUR 7,500.00 (Say: seven thousand five hundred euros) per event or series of related events. Liability is at all time limited to the amount paid out by the user's insurer in the relevant case.
2. If the agreement has a duration of longer than six months, the liability as defined in this article shall be limited to the invoice amount for the last six months of work performed under the agreement.
3. Direct damage exclusively means:
 - the reasonable costs incurred to determine the cause and extent of the damage, to the extent the determination relates to damage as defined in these terms;
 - any reasonable costs incurred to have the user's defective performance conform to the agreement, unless these costs cannot be attributed to the user;
 - reasonable costs incurred to prevent or limit damage, to the extent the client demonstrates that these costs have led to limitation of direct damage as defined in these terms.
4. The user shall never be liable for indirect damage, including consequential damage, loss of profits, missed savings, or damage due to business stagnation.
5. The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence by the user or its subordinates.
6. Any employees of user who may be held liable may invoke the provisions of this article as if they were parties to the agreement between user and client
7. Claims for damages by the client against the user must be submitted in writing within ninety (90) days after the client became aware or reasonably should have become aware of the damage; failure to do so will void the right to claim damages.
8. The client indemnifies the user against claims from third parties related to the performance of the agreement which caused indirect damage.
9. The client indemnifies the user against claims from third parties regarding intellectual property rights on materials or data provided by the client that are used during the execution of the agreement.

10. If the client provides the user with information carriers, electronic files, or software etc., the client guarantees that these information carriers, electronic files, or software are free of viruses and defects.
11. If, in connection with the performance of the agreement, third parties should be engaged by the user, the user is entitled, both inside and outside court, to assist the client in all that may reasonably be expected in that case. If the client fails to take adequate measures, the user is - without notice of default - entitled to proceed accordingly. All costs and damages on the part of the user and third parties thereby arising shall be borne by and at the risk of the client.
12. The user is never liable for a sterility claim from the client and/or third parties.

Article 16 Risk Transfer

1. The risk of loss or damage to the items that are the subject of the agreement shall pass to the client at the moment these are delivered to the client legally and/or actually and thereby come under the control of the client or a third party designated by the client.

Article 17 Force Majeure

1. The parties are not obliged to fulfill any obligation if they are prevented from doing so due to circumstances that is not attributable to fault, nor under law, a legal act, or prevailing opinions in traffic, for their account.
2. In these general terms and conditions, force majeure shall, in addition to its meaning in the law and jurisprudence, be understood to mean all external causes, foreseen or unforeseen, over which the user has no influence, but which prevent the user from fulfilling its obligations. Strikes in the user's company are included.
3. The user has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the user should have fulfilled its obligation.
4. During the period that the force majeure continues, the parties may suspend the obligations from the agreement. If this period lasts longer than two months, either party is entitled to dissolve the agreement, without obligation to compensate damages to the other party.
5. Insofar as the user, at the time of the occurrence of force majeure, has partially fulfilled its obligations under the agreement or will be able to do so, and the part fulfilled or to be fulfilled has independent value, the user is entitled to invoice the part already fulfilled or to be fulfilled separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 18 Confidentiality

1. Both parties are obliged to keep confidential all confidential information they have obtained from each other or from another source within the framework of their agreement. Information shall be considered confidential if it has been communicated by the other party or if it results from the nature of the information.
2. If, on the basis of a statutory provision or a judicial ruling, the user is obliged to provide confidential information to third parties designated by law or by the competent court, and the user cannot invoke a legal or recognized or permitted right of refusal in this matter, then the user is not obliged to pay damages or compensation, and the other party is not entitled to dissolve the agreement on the basis of any damage caused by this.

Article 19 Intellectual Property and Copyrights

1. The user always retains all rights to reports, advice, agreements, designs, software, etc. made by them, and/or information related thereto, including "know-how", even if costs have been charged for this.
2. All documents provided by the user, such as reports, advice, agreements, designs, software, etc., are exclusively intended to be used by the client and may not be reproduced, made public, or disclosed to third parties without the prior consent of the user, unless the nature of the provided documents dictates otherwise.
3. The user retains the right to use knowledge gained during the execution of the work for other purposes as long as confidential information is not disclosed to third parties.

**Article 20 Transfer of Rights**

1. The user is permitted to transfer rights arising from any agreement to third parties. The client hereby grants prior consent to this.
2. The client may not transfer rights and obligations arising from the agreement to third parties without the written consent of the user. If the user agrees to the intended transfer, the client always remains jointly and severally liable alongside the contracting party for the obligations arising from the agreement and these terms and conditions, unless explicitly agreed otherwise by the parties.

Article 21 Disputes

1. These terms and conditions, as well as all legal relationships between the user and the client, are governed by Dutch law.
2. Except for mandatory law prescribes otherwise, the competent court in the district where the user is established has exclusive jurisdiction to hear disputes arising from (the execution of) any agreement between the user and the client, including disputes regarding these terms and conditions, as well as obtaining preliminary relief.
3. Parties will only bring a matter before the court after they have made every effort to resolve the dispute by mutual consultation.

Article 22 Amendment and Interpretation of the Terms

1. In the event of differences in interpretation of the content and scope of these general terms and conditions, the Dutch text shall always be decisive.
2. The last version filed or the version valid at the time the agreement was concluded shall apply.