

## General Terms and Conditions

### 1. Definitions

1.1 QVQ: QVQ Holding BV, a limited liability company under Dutch law, having its offices at Padualaan 8, 3584 CH, Utrecht, the Netherlands; QVQ Research BV, a limited liability company under Dutch law, having its offices at Padualaan 8, 3584 CH, Utrecht, the Netherlands.

1.2 Customer: Any party purchasing goods from QVQ

1.3 Product: The goods purchased by Customer from QVQ

1.4 Parties: QVQ and Customer

1.5 Agreement: The agreement between QVQ and Customer for the sale of Product.

### 2. Purchase Orders and Agreement

2.1 All orders placed with QVQ are subject to the acceptance by the Customer of the following terms and conditions, excluding any other terms.

2.2 All orders placed with QVQ automatically imply the full acceptance by the Customer of all the following terms and conditions.

2.3 Deviations of the general conditions of sale can only be agreed explicit and in writing.

2.4 All Purchase orders must be sent in writing by letter by e-mail.

2.5 No agreement is concluded and no obligation for QVQ exists to deliver Product if QVQ has not accepted the Purchase order by Order Confirmation.

### 3. Prices

3.1 Prices are the standard prices which are current on the moment of ordering, unless different prices are agreed in writing.

3.2 Delivery of Product does not imply any obligation to continue the supply of any given Product in the future.

3.3 The concentrations and packaging shown in the sales documentation are an indication; current concentrations and packaging are listed in the data sheet which accompanies the delivery of every order.

3.4 Unless specifically provided in writing any prices quoted are based upon manufacture of the quality and types originally specified on the website/sales documentation. The prices of customized products depend on the changes requested by the Customer.

3.5 All prices listed do not include VAT. Where taxes must be added to net prices they will be shown as a separate item on the invoice and shall be borne by the Customer.

#### 4. Shipment

4.1 The delivery date indicated by QVQ is QVQ's best estimation of the time the material will be shipped from its laboratory. QVQ shall not be liable for any loss, damage or consequential damages due to delays.

4.2 A charge will be made for shipment and insurance – if shipment and insurance have been agreed between Parties - as specified on the invoice. Unless otherwise specified QVQ will normally use the best, least expensive surface transportation.

4.3 Cost of import or export licenses are not included in the price.

#### 5. Claims

5.1 Upon receipt of the goods, the Customer must verify nature and quantity of the delivery with the information provided by the data sheet.

5.2 All claims must be made within 7 days of receipt of the delivery.

5.3 QVQ will not take back any Products without prior written authorization of QVQ. Returns must be made within 30 days of authorization.

## 6. Warranty and liability

6.1 Most products of QVQ are biological, small deviations are possible.

6.2 All Products may only be used for research purposes and in accordance with the information provided on the data sheet, while applying tried and proven methods of use.

6.3 The Parties, their employees, agents and subcontractors, when acting on the basis of the Agreement or in connection with the Agreement, shall only be liable to the extent that their acts or omissions have been committed by gross negligence or willful intent. Except for willful intent any liability with regard to consequential or indirect damages, such as loss of profit and damages arising from claims asserted by third parties, shall be excluded. Except for the liability pursuant to article 6.4 of these General Terms to replace a defective Product, all liability, including any liability with regard to consequential or indirect damages, such as loss of trading profits, turnover, goodwill and reputation, valuable proprietary information, intellectual property and damages arising from claims asserted by third parties, for any defective Product or use of Product is excluded.

6.4 In case of a defective Product, QVQ's liability is limited to replacing the Product or paying the value of the Product involved. Such liability is however excluded in case:

- a. the Product, is used for any other purpose than research;
- b. the Product is not used and stored according to the information provided on the data sheet;
- c. the Product is not used by tried and proven methods.

## 7. Payment

7.1 Invoices raised by QVQ are payable within 14 days (unless stated otherwise on the purchase order) after the invoice by wire transfer to QVQ's bank account, as listed on the invoice.

7.2 After the period of 14 days, the Customer is in default. From the moment of default, the Customer could be charged an interest fee (10% on an annual basis) or the legal interests pursuant to article 6:119a of the Dutch Civil code, whichever is higher, of the amount due.

## 8. Property Rights

8.1 All Products remain the sole property of QVQ, until the full payment has been received.

8.2 By selling any Product, QVQ does not transfer or waive any intellectual or industrial property rights, including patent rights or patent restrictions connected with these products. Any sale only provides the Customer with a license to use the Product for his own research purposes.

8.3 Customer is not allowed to resell or give the products to a third party without written permission of QVQ.

## 9. Jurisdiction

9.1 These General Terms shall be governed by and construed in accordance with the laws of the Netherlands. Dutch law, with the exclusion of the Vienna Sales Convention, will be applicable on any dispute arising between Customer and QVQ.