

1. General

- 1.1 These General Terms and Conditions apply to all work contracted in offers and agreements (and their execution) by the private limited liability company GenomeScan B.V. (GenomeScan), (Trade Register 61315532), also trading under the name ServiceXS.
- 1.2 Departures from these General Terms and Conditions are effective only if explicitly agreed in writing by GenomeScan and the client.
- 1.3 'Client' refers to the natural or legal person with which GenomeScan contracts the agreement. 'Order' refers to the contract in which GenomeScan agrees with a client to perform work for the client's organisation and in which this work is described.
- 1.4 All GenomeScan's offers are without obligation and are therefore not binding on GenomeScan. Offers by GenomeScan are valid for a period of one month, unless otherwise agreed and stated in the offer.
- 1.5 All prices are stated net and exclusive of VAT, unless otherwise agreed in writing.
- 1.6 All provisions of these General Terms and Conditions also apply to the provider's managers and staff and/or to any third parties or assistants deployed by the provider.
- 1.7 The application of any General Terms and Conditions of the client is ruled out.

2. Orders and test samples

- 2.1 Following fact-finding talks, GenomeScan draws up an order confirmation or offer in writing.
- 2.2 The order confirmation or offer signed by GenomeScan and the client, and the description of the order that it contains, serve as the basis for the order. If an order is placed online, it is determined by the description on the relevant web page.
- 2.3 GenomeScan starts the agreed activity on the agreed date, but not before it has received the order confirmation or offer signed by the client. If the term for completing the work is shown in the offer, GenomeScan will make efforts to complete the order within this term, but this does not involve the agreement of a final term. If the term for completing the work is not shown in the offer, a term will be agreed with the client at the earliest opportunity following the receipt of the order confirmation. In no case will GenomeScan begin performing the work until it has received the signed order confirmation or online order. In no case is the term agreed for completing the work a final term to be observed on pain of forfeiture of rights. In the event of an overrun of the completion date, GenomeScan will notify the parties concerned accordingly at the earliest opportunity and the parties shall then reach further agreements.
- 2.4 GenomeScan accepts no order in which the right to payment of the fee is made entirely dependent on the result of the order. In accepting the order, GenomeScan undertakes no more than to perform the ordered work and to aim for a usable result for its client.
- 2.5 If the order involves testing biological samples, the client bears responsibility for correct delivery of the samples to be tested. The samples remain the property of the client. The client grants GenomeScan the right to use the samples for the order and all experiments required for that purpose, including control experiments if GenomeScan takes the view that it is necessary to conduct these. GenomeScan also has the right to destroy the samples after six months, unless both parties agree in advance that the samples will be returned at the client's expense. GenomeScan is not liable for damages of any kind whatsoever to the samples made available to it by the client. GenomeScan acquires ownership of the materials, in the broadest sense, resulting or arising from the biological samples provided by the client and which are necessary in order to conduct the tests ordered by the client from GenomeScan, unless the parties agree otherwise in advance.
- 2.6 GenomeScan is not required to start a research order until it has received all the samples or data to be provided by the client. If this leads to delays, the delivery term will be extended by the delay in supply, if necessary.
- 2.7 The client accepts the General Terms and Conditions of GenomeScan and the prepared order if it signs the order confirmation or offer. Changes in the order are regarded as the placement of a new order. The Terms and Conditions remain in effect with regard to the previous order.
- 2.8 GenomeScan reserves the right to outsource part or all of its contractual obligations resulting from the contract to third parties.

3. Rights to results

- 3.1 The client is the owner of the results of the order, to the extent that these results fall within the definition of the order.
- 3.2 GenomeScan remains the owner of the knowledge and experience available prior to the acceptance of the order.
- 3.3 Reports and research results provided digitally are the property of the client.
- 3.4 GenomeScan has the right to use the knowledge arising from the execution of the order for its own purposes and/or for third parties, to the extent that its development is not the direct purpose of the placement of the order.

4. Prices and payment

- 4.1 The price shown in the offer is deemed to be the agreed price. If no 'fixed price' is shown in the offer, the amount payable will be determined through post-calculation based on the rates per unit of time agreed in the order. If a 'recommended price' is shown in the offer, the stated amount is no more than an estimate of the costs, without obligation.
- 4.2 All payments must be made within 30 days of the invoice date, without any deductions, debt settlement or discounts, unless agreed otherwise in writing.
- 4.3 In the event of late payment, GenomeScan has the right to suspend or discontinue its activities, while the payment obligation remains in effect.
- 4.4 If the client remains in default following a written demand to pay the said amount in full within the term set in the demand, this will result in the following, without prejudice to any of GenomeScan's other rights:
 - a. All other outstanding receivables at GenomeScan in the client's name become immediately due and payable.
 - b. GenomeScan acquires the right to charge late payment interest on the amount shown in the demand, at the statutory trading rate in effect at that time, with a minimum of 1% per month and with a part of a month being treated as a full month.
 - c. All legal fees and out-of-court expenses incurred by GenomeScan, including a 15% collection charge based on the entire outstanding invoiced amount (with a minimum of €250) are payable by the client, with no need to provide proof that these costs have been incurred.

5. Force majeure

- 5.1 Among other things, 'force majeure' refers to a situation in which, due to exceptional circumstances such as restrictive government measures of any kind, mobilisation, war, revolution and all other circumstances that GenomeScan could not have foreseen and on which it has no influence, GenomeScan would not have contracted the agreement, or would not have done so on the same terms and conditions had it known of such circumstances at the time when the agreement was contracted.
- 5.2 If GenomeScan cannot reasonably be required to meet one or more of its obligations due to one or more of the circumstances summarised above, it has the right to dissolve the agreement, partially or in full, or to suspend part or all of its execution, by registered mail, without the intervention of a court and with no liability to pay any compensation for damages. GenomeScan has the right to invoice the client proportionally, in accordance with the principles of reasonableness and fairness, for any deliveries made up to that time.
- 5.3 However, in the event of full or partial suspension, as referred to in paragraph 5.2, if the late execution by GenomeScan will alter the significance of the order for the client so radically that the client cannot reasonably be required to accept this, the client is relieved of its take-up obligations and its payment obligation for services that have not been delivered shall lapse.

6. Cancellation/termination of the agreement

- 6.1 GenomeScan reserves the right to terminate the agreement(s) with the client with immediate effect, without the intervention of a court, without liability for any compensation for damages, and without prejudice to GenomeScan's other rights, if the client:
 - a. Is declared bankrupt or is issued with a compulsory winding up order, is granted a moratorium on payments or is declared subject to statutory debt rescheduling, applies for a bankruptcy or winding up order or is placed in administration;
 - b. Any contractual (payment) obligation is not met, or is not met correctly or on time;
 - c. Takes a decision to liquidate and/or discontinue its business;
 - d. Loses free disposition of its assets or, if the client is a natural person, is placed in receivership or dies.
- 6.2 All GenomeScan's receivables from the client on the occurrence of one or more of the above circumstances shall become payable in full on demand, without prejudice to GenomeScan's right to claim full compensation for damages or loss of earnings and any costs for legal assistance. in or out of court.
- 6.3 In the absence of evidence to the contrary, the loss of earnings shall amount to at least 15% of the agreed price, with a minimum of €250 (exclusive of VAT).

7. Liability

- 7.1 GenomeScan guarantees that it shall perform the activities ordered with great care.
- 7.2 The client guarantees GenomeScan that it will provide full assistance for the execution of the agreed work.
- 7.3 Unless explicitly agreed otherwise in writing, orders are undertakings to make an effort. If the required result is not achieved, the other party is bound at all times to comply with its contractual obligations, except in the case of malicious intent, gross misconduct or gross negligence on the part of GenomeScan.
- 7.4 GenomeScan is liable only for damages that are a direct consequence of an attributable shortcoming in the performance of its obligations. If GenomeScan is liable, this is solely for direct damages suffered by the client, to a maximum of the amount that GenomeScan has received from the client for the work in connection with the order concerned.
- 7.5 GenomeScan is not liable for damages suffered by the client in the application or use of the results of GenomeScan's work, except in the case of malicious intent or gross misconduct on the part of GenomeScan.
- 7.6 GenomeScan accepts no liability for damages resulting from defects in goods supplied to GenomeScan, unless GenomeScan can claim compensation for such damages from its supplier.
- 7.7 The liability of GenomeScan for the following is explicitly ruled out:
 - a. Damages arising directly or indirectly through personal interpretation and/or inexpert use of the knowledge, information and other advice provided by GenomeScan;
 - b. Damages arising directly or indirectly from the fact that GenomeScan's activities cannot be performed and/or cannot be performed on time, due to events and circumstances that, according to law, legal action or generally accepted views, are not attributable to GenomeScan;
 - c. Damages that the client, its staff or third parties suffer directly or indirectly in the development of activities by GenomeScan, unless such damages are the result of malicious intent or gross misconduct by GenomeScan and its authorised representatives and unless GenomeScan is insured for such damages;
 - d. Damages arising directly or indirectly as a result of substandard co-operation by the client, after GenomeScan has notified the client of such substandard co-operation;
 - e. Indirect damages, which includes consequential loss and loss of earnings.
- 7.8 Claims by the client against GenomeScan must be notified within one year of the delivery of the result of the order. If the set term is exceeded, the relevant claims lapse in full.
- 7.9 The client indemnifies GenomeScan against all third party claims relating directly or indirectly to the work of GenomeScan, unless the claims are attributable to malicious intent or gross misconduct on the part of GenomeScan.
- 7.10 The client is liable for any loss GenomeScan suffers due to non-compliance with specific agreements made in writing regarding the delivery terms to be observed by the client with respect to the delivery of materials that are necessary for the execution of an order. For the purpose hereof materials are understood to include any materials that the client is to supply and that are necessary for the execution of the order granted to GenomeScan. The client is liable towards GenomeScan for any direct, indirect or consequential loss GenomeScan suffers as a result.

8. Confidentiality

- 8.1 GenomeScan undertakes to maintain the confidentiality of the results of the order, unless experimental working methods are involved, the development of which was not the direct purpose of the order. Unless otherwise agreed, confidentiality will be protected for two years following the completion of the order.
- 8.2 GenomeScan undertakes to maintain the confidentiality of the client's name and the fact that the research in question has been performed for a period ending two years after the completion of the order.

9. Jurisdiction and disputes

- 9.1 Agreements between GenomeScan and the client are governed solely by Dutch law.
- 9.2 Any disputes arising as a result of, or in relation to an agreement shall be submitted to the competent division of the District Court of The Hague. In addition to the foregoing, GenomeScan has the right to submit disputes to the court with jurisdiction under the law.
- 9.3 GenomeScan uses versions of these Terms and Conditions in different languages. In the event of differences of interpretation, only the Dutch text prevails.

10. Final provision

- 10.1 If GenomeScan does not always require strict compliance with this text, this does not mean that these Terms and Conditions do not apply or that GenomeScan loses the right to require strict compliance with these Terms and Conditions in future cases, similar or otherwise.