

Additional Terms for Lease of Orvion Udetect ®

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

Orvion BV: Orvion BV, registered with the Chamber of Commerce under number 57368929.

Service: All work, of whatever form, that Orvion BV has carried out for, or for the benefit of, the Client.

Honorarium: The financial reimbursement that is agreed with the Client for the performance of the assignment.

Assignment: The contract of instruction to provide services.

Contract: Any contract entered into between Orvion BV and the Client.

Product: All items that are the subject of the Contract entered into between Orvion BV and the Client.

Client: The one who has accepted the validity of these General Terms and Conditions and has purchased the product and/or has given instruction for the provision of the Service.

Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Orvion BV and the Client, unless the parties depart from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Orvion BV for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Orvion BV and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Orvion BV in writing.

If Orvion BV not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Orvion BV to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

Offers and/or quotations

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

Offers and/or quotations are valid for the period stated in the offer and/or quotation. Offers and/of Quotations lapse after this period has expired.

Orvion BV cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then Orvion BV is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Orvion BV indicates otherwise.

Formation of the contract

The Contract comes into being through the timely acceptance by the Client of Orvion BV's offer and/or quotation.

Duration of the contract

The Contract will be entered into for an indefinite period, unless the nature of the Contract states otherwise or if parties have agreed otherwise explicitly and in writing.

Amendments to the contract

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Orvion BV will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Orvion BV will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Orvion BV will inform the Client of this in advance.

If a fixed Honorarium, price and/or fee is agreed, then Orvion BV will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Orvion BV will attempt, as far as possible, to issue a quotation in advance.

Orvion BV may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Orvion BV.

Amendments to the Contract originally entered into between the Client and Orvion BV are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Implementation of the contract

Orvion BV will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Orvion BV is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Orvion BV is entitled to implement the Contract in phases.

If the Contract is implemented in phases, Orvion BV is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Orvion BV is not obliged to implement the following phase, and is entitled to suspend the contract.

If the Contract is implemented in phases, Orvion BV is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Orvion BV in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Orvion BV is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

The applicability of article 7:404 of the Dutch Civil Code is explicitly excluded.

Prices and fees

The prices and fees are expressed in euros exclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

The prices and fees are inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

For shipments abroad extra fees will be charged.

If a fee isn't expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of Orvion BV.

Orvion BV will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Amendment honorarium, prices and fees

If Orvion BV agrees a fixed Honorarium, price and/or fee when the Contract is entered into, then Orvion BV is entitled to increase this Honorarium, price or fee, also when the Honorarium, price or fee is not originally specified provisionally.

If Orvion BV has the intention of amending the Honorarium, price and/or fee, it will inform the Client of this as soon as possible.

If the increase of the Honorarium, price or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Orvion BV or an obligation resting upon Orvion BV in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Orvion BV is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the Honorarium, price or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Orvion BV will inform the Client in the event of the intention to increase the Honorarium, price or the fee, stating the extent of the increase and the date upon which it will take effect.

Delivery

Delivery takes place by making the goods available to the Client. After delivery, the risk of the goods will be transferred to the Client.

Delivery takes place at Orvion BV's location or the address given by the client, unless otherwise agreed.

The Client is obliged to accept the purchased goods at the moment they are made available to him or when they are handed over to him.

If the Client refuses to accept the goods at the place of delivery or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery will be stored at the risk and expense of the Client. In this case the Client shall bear any additional costs.

Delivery periods

The delivery will take place within a period stated by Orvion BV.

If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.

If Orvion BV needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to Orvion BV.

If a delivery period is exceeded, the Client must issue Orvion BV written notice of default, whereby Orvion BV will be offered a reasonable period to deliver the good.

A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that Orvion BV will not meet its obligations arising from the Contract. If Orvion BV does not deliver within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Implementation periods

The work will be carried out within a period stated by Orvion BV.

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

If Orvion BV needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Orvion BV.

If an implementation period is exceeded, the Client must issue Orvion BV with a written notice of default, whereby Orvion BV will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Orvion BV will not meet its obligations arising from the Contract. If Orvion BV does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Transfer of risk

The items that are the subject of the Contract are at the cost and risk of Orvion BV until the time that these are made available to the Client.

The risk of loss, damage or reduction in value of items that are the subject of the Contract is transferred to the Client in the capacity as a Company at the time that the items become available to the Client in the capacity as a Company or to a third party designated by the Client.

Payment

Payment will take place by means of transfer to a bank account specified by Orvion BV, unless agreed otherwise. Transfer will take place by means of an invoice.

Payment can be made both in advance and afterwards.

Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by Orvion BV and in the currency in which the invoice is issued, unless agreed otherwise.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Orvion BV is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.

Orvion BV and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Orvion BV and the obligations of the Client towards Orvion BV are immediately claimable.

Collection costs

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, Orvion BV is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

Retention of title

All items supplied by Orvion BV within the framework of the Contract remain the property of Orvion BV until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.

Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.

For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

Suspension

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Orvion BV is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Orvion BV is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Orvion BV becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Orvion BV.

Orvion BV reserves the right to claim compensation.

Termination

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Orvion BV is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Orvion BV is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Orvion BV becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, Orvion BV can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Orvion BV;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Orvion BV become immediately due and payable.

If Orvion BV terminates the Contract on the above-mentioned grounds, Orvion BV is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Orvion BV.

Force majeure

Breaches may not be attributed to Orvion BV or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term “force majeure” is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Orvion BV can exercise no influence and through which Orvion BV is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Orvion BV cannot be reasonably sought by the Client.

Orvion BV is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Orvion BV should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Orvion BV and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Orvion BV reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Orvion BV has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Orvion BV is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Guarantee

Orvion BV accordingly guarantees that the delivered goods will conform with the Contract. Orvion BV also guarantees that the delivered goods meet the usual requirements and standards that can be reasonably met and that the goods have the qualities, all circumstances taking into account, that are required for normal use.

Orvion BV accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.

The guarantee stated in these General Terms and Conditions applies to usage within and outside the Netherlands.

If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.

If the delivered Product and/or the provided Service does not conform with the guarantee, the company will, after notification of this, replace or repair the Product free of charge within a reasonable period. When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.

No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does Orvion BV provide any guarantee for damage arising as a result of these defects.

The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Orvion BV. These circumstances include weather conditions.

Examination and claims

The Client is obliged to examine the delivered goods at the time of delivery, but in any case within 7 days after the delivery.

The Client is obliged to examine the Service at the moment of performance, but in any case within 7 days after the performance of the Service.

The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

Visible defects and shortcomings have to be reported within 3 working days after the delivery in writing to Orvion BV. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

Visible defects and shortcomings have to be reported within 3 working days after the performance of the Service in writing to Orvion BV.

Non-visible defects and shortcomings have to be reported within three working days after its discovery to Orvion BV. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

The right to (partial) restitution of the price, repair or replacement of the Product or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Product states otherwise or from circumstances of the case a broader period arises.

Any shipping costs incurred for returning the defective Product Orvion BV will be reimbursed if the Client requested Orvion BV in writing to return the defective Product. Other costs than shipping costs will never be reimbursed by Orvion BV, unless agreed in writing. The shipping costs will never be reimbursed when the Client didn't ask Orvion BV in writing to send.

The payment obligation will not be suspended if the Client reports the defect to Orvion BV within the prescribed period.

If the Client complains in time, the Client will stay obliged to purchase and pay for the purchased goods, unless these goods have no independent value.

Liability

Orvion BV is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Orvion BV.

The liability of Orvion BV is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.

Orvion BV is not liable for damage, of whatever nature, resulting from Orvion BV basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Orvion BV.

The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness of Orvion BV or due to his managing employee.

Orvion BV is not liable for mutilation, destruction, theft or loss of data or documents.

If Orvion BV is liable for any damage, then the liability of Orvion BV is limited to an amount equal to the amount twice stated in the invoice, or to the amount to which the insurance taken out by Orvion BV gives entitlement, with the deduction of the policy excess borne by Orvion BV under the terms of the insurance.

The Client must report the damage for which Orvion BV can be held liable to Orvion BV as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Orvion BV lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Indemnity

The Client indemnifies Orvion BV against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Orvion BV may be sued for this reason, then the Client is bound to provide Orvion BV with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Orvion BV and third parties will be at the expense and risk of the Client.

Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against Orvion BV and any third parties brought in by Orvion BV.

Intellectual property

Orvion BV reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Orvion BV reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

Privacy

Orvion BV will store the details and information that the Client provides to Orvion BV carefully and confidentially.

Orvion BV acts in accordance with the GDPR which is effective from May 25, 2018. Orvion BV will keep a register of processing activities on the basis of the GDPR.

Orvion BV will only use the details and information of the Client in the context of the execution of its delivery obligation or the handling of a complaint.

Orvion BV may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

It is not permitted for Orvion BV to lend out, rent, sell or in any other way make public the personal data of the Client.

Orvion BV is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

Orvion BV will not keep the personal data longer than necessary.

The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Client agrees that Orvion BV may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Newsletter

The Client can sign up for the newsletter.

The newsletter will keep the Client informed of the latest news and the most recent developments.

The Client will receive the newsletter by e-mail.

The Client can opt out in writing of though a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

Interpretation, translation

As well as the original Dutch version of these General Terms and Conditions, there are two other versions of the General Terms and Conditions, translated into English.

The Dutch version of the General Terms and Conditions of Orvion BV is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

Amendment of the general terms and conditions

Orvion BV is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contract that are already concluded.

Orvion BV will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of

the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Applicable law, disputes

Dutch law is exclusively applicable to all legal relationships to which Orvion BV is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between Orvion BV and the Client will only be submitted to the competent court in the Hague district, unless the law mandatorily prescribes otherwise.

Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 57368929.

Additional Terms for Lease of Orvion Udetect®

This order is subject to Orvion's General Terms and Conditions. When ordering, you also agree to this:

- Orvion Udetect® may only be used for research purposes. Orvion Udetect® is not suitable for diagnostic examination.
- The Udetect qPCR thermocycler may only be used in combination with the Orvion Udetect® materials supplied by Orvion.
- The manuals and protocols provided are being used.
- The Udetect qPCR thermocycler must be returned to Orvion in undamaged and in a fully operational condition. In the event of returning a non-functioning Udetect qPCR thermocycler or in the event of damage, the repair costs will be charged to the Client.
- The Udetect qPCR Thermocycler remains the property of Orvion and shall not be altered, disposed of or encumbered by any other right, nor shall it be made available to a third party for use.
- Any expenses related to parts of the Udetect qPCR thermocycler that need to be replaced or repaired, which is not the result of normal wear and tear during proper use, shall be borne by the Client.
- Upon completion of the rental period, the Client is responsible for returning the Udetect qPCR thermocycler at his/her own expense in a complete and clean state, without any defects.
- The rental period shall commence at the agreed time, which is the time when the Udetect qPCR thermocycler with all of its accessories is made available and it shall conclude at the end of the rental period, subject to extension. If the Udetect qPCR thermocycler is returned late, a fee of € 750 ex VAT per month shall be charged for usage which is, without any prejudice to any obligation to pay compensation due to late returns.