



## General Terms and Conditions of GD Animal Health

### Valid per July 1, 2015

#### 1. General

The following terms have the following meaning:

- 1.1 Conditions: General Terms and Conditions of GD Animal Health.
- 1.2 GD Animal Health: the Gezondheidsdienst voor Dieren B.V., Trade Register number 08117636, with registered office in Deventer, including natural persons or legal entities at the discretion of GD Animal Health which implement or arrange to implement the Order under instructions from GD Animal Health.
- 1.3 Client: any party under whose instructions GD Animal Health performs work.
- 1.4 Order: the agreement on which basis all work is performed by or on behalf of GD Animal Health under the Client's instructions. By work is also understood the supply of goods, provision of data and/or information, performing services and providing advice.
- 1.5 Acceptance of materials for testing: the time when GD Animal Health has received the materials, checked these against the Submission and Acceptance Conditions as described on the website [www.gdanimalhealth.com](http://www.gdanimalhealth.com) applicable at the time, accepted these and subsequently assigned these a submission number.
- 1.6 Results: the reported results, outcomes and recommendations or other implemented services insofar as these relate to the Order.

#### 2. Applicability

- 2.1 These Conditions apply to all quotations issued by GD Animal Health to the Client and to Orders performed for the Client.
- 2.2 Deviations from these Conditions are only permitted if GD Animal Health confirms these in writing.
- 2.3 GD Animal Health will reject any reference by the Client to its own general terms and conditions and these are explicitly excluded.

#### 3. Conditions of acceptance

- 3.1 The Submission and Acceptance Conditions of GD Animal Health apply to Orders. The Client is responsible for ensuring that materials to be tested by GD Animal Health are packaged and submitted in accordance with the regulations and the requirements set by the Submission and Acceptance Conditions as described on the website [www.gdanimalhealth.com](http://www.gdanimalhealth.com) of GD Animal Health.
- 3.2 GD Animal Health may refuse and destroy incorrectly packaged materials, illegible sample carriers or other materials that turn out to be unsuitable in the view of GD Animal Health for the performance of the Order. The costs for administration, carriage, removal etc. will be at the Client's expense. GD Animal Health will inform the Client that the Order cannot be carried out.
- 3.3 The Client can check the relevant GD Animal Health's accreditations at [www.rva.nl](http://www.rva.nl).
- 3.4 Clients in the Netherlands can notify sample materials on the designated days up until 6.00 p.m. by telephone or digitally. Samples will be collected from 9.00 p.m. and will in principle be delivered to GD Animal Health before 7.00 a.m. on the following day.
- 3.5 Materials can only be submitted by using the fully completed submission forms designated for that purpose or by digital registration.

#### 4. Performance of the Order

- 4.1 GD Animal Health will make every effort to execute the Order with care.
- 4.2 An Order will be deemed to have been validly concluded after GD Animal Health has expressly accepted it, or has started to implement it. Sending materials for analysis by GD Animal Health will be deemed (after Acceptance) to constitute conclusion of an Order.
- 4.3 On completion of the Order, GD Animal Health will send the Client the results as soon as possible. GD Animal Health can send partial results in order to make the results that are already available known as quickly as possible.
- 4.4 When assessing the reliability of the Results, the Client needs to take into account the testing characteristics of the laboratory test as well as other critical factors such as the method used to take samples, application of identifying marks and the transportation of the materials.

- 4.5 The Client may request GD Animal Health to arrange for additional testing or re-testing by GD Animal Health or another reputable laboratory during a period of two weeks after the date on which the result has been issued. GD Animal Health will make every effort to meet this request, but is not obliged to do so. GD Animal Health is entitled to attach further conditions (including charging costs) to this request. GD Animal Health shall package and deliver the items to be delivered in accordance with its customary standards.
- 4.6 GD Animal Health is not obliged to accept return shipments. In no event shall receipt of any return shipment imply acceptance by GD Animal Health of the grounds for the return as stated by the Client.
- 4.7 GD Animal Health reserves the right to terminate the Order prematurely if the Client breaches its contract with GD Animal Health, suspends payments or is declared bankrupt. If GD Animal Health terminates the Order on the basis of this Article, this shall not constitute grounds for the Client to bring any claim against GD Animal Health. The Client is entirely responsible for the work performed until that time, regardless of the right of GD Animal Health to claim compensation.

#### 5. Rights regarding materials to be tested and confidentiality

- 5.1 The Client will transfer title to the materials to GD Animal Health at the time when GD Animal Health accepts the materials (pursuant to Article 1.4).
- 5.2 GD Animal Health is always entitled to make use of the Results, data, information, generated knowledge, techniques and methods relating to the Order for its own research and services as appropriate to the GD Animal Health's objective. GD Animal Health will ensure that the Client's identity cannot be known. GD Animal Health undertakes not to disclose the Results to third parties, unless the Client has agreed to this or GD Animal Health is obliged to do so on the basis of an order issued by the competent authorities or a statutory obligation or if GD Animal Health determines serious danger for persons or animals (of third parties).

#### 6. Intellectual property rights

- 6.1 All knowledge and know-how already in the possession of the Client or GD Animal Health prior to the Order shall remain in the ownership of that party.
- 6.2 The Client is entitled to the Results. The copyright regarding the reports vests in GD Animal Health.
- 6.3 Rights regarding calculation methods, software and working methods developed by GD Animal Health, whose development is not directly intended by issuing the Order, shall vest in full with GD Animal Health.

#### 7. Implementation and delivery times

Time limits agreed for the implementation of the Order are not fixed deadlines. If it fails to implement the Order in a timely manner GD Animal Health is only in default after it has been placed in default.

#### 8. Complaints and claims for damages

- 8.1 Complaints regarding the Order performed by GD Animal Health can be submitted to GD Animal Health orally and in writing.
- 8.2 Compensation claims must be submitted in writing to GD Animal Health at the latest one month after the Client has become aware of a (possible) failure by GD Animal Health.
- 8.3 When submitting a complaint or compensation claim, the following shall be stated as a minimum, insofar as applicable: Client's name; UBN; veterinary surgeon's name; submission number; description of the complaint.

#### 9. Liability

- 9.1 The Client uses the Results at its own risk and expense. GD Animal Health is not liable for damage incurred by the Client as a consequence of incorrect interpretation, use or application of the Results and/or items that are delivered.
- 9.2 The liability of GD Animal Health as regards compensation for damage is limited to direct damage and at the most to the



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amounts the Client has paid GD Animal Health (excluding VAT) in connection with the Order from which the damage derives. In this respect an Order for an amount less than € 1,000 is equivalent to an Order valued at € 1,000 (e.g. the liability is a maximum € 1,000 for a € 250 order). If the Order is a specified-period agreement with a duration of more than one year, the amounts paid for the Order will be fixed at the total of the amounts paid during one year.

- 9.3** Direct damage includes damage directly arising from or relating to the execution of an Order. GD Animal Health is not liable for indirect damage arising from or relating to the execution of an Order, including business losses, loss of profits, lost savings and damage due to business stagnation.
- 9.4** GD Animal Health is not liable for damage caused because the materials sent by the Client for an Order do not comply with the statutory requirements or requirements set for these by GD Animal Health.
- 9.5** GD Animal Health's liability only arises if the Client forthwith and properly declares GD Animal Health in default in writing, stating a reasonable period in which to remedy the failure, and GD Animal Health continues and can be blamed for continuing to fail in the fulfilment of its obligations even after such period, unless it remains permanently impossible for GD Animal Health to fulfil its obligations.
- 9.6** The Client shall hold GD Animal Health harmless for all claims brought by third parties in any way connected with the Order performed by GD Animal Health, the use of the Results and/or items provided by GD Animal Health.
- 9.7** If GD Animal Health terminates the agreement or refuses an Order, it is not liable for any compensation whatsoever.
- 9.8** GD Animal Health's total liability is in any case limited to reimbursing the amount that GD Animal Health's insurance company pays out for the claim in question.

#### 10. Force majeure

Neither party shall be bound to meet any obligation if prevented from doing so as a consequence of force majeure. Force majeure on the side of GD Animal Health includes at all events: every circumstance outside the control and actions of GD Animal Health as a result of which GD Animal Health cannot reasonably be expected to comply with its obligations and lack of personnel, strikes, late delivery or unsuitability of materials, veterinary diseases, government measures, breakdown or inaccessibility of infrastructure (telecommunication) and transport facilities, breach of contract by suppliers of GD Animal Health as a result of which GD Animal Health cannot reasonably be expected to comply with its obligations.

#### 11. Pricing

- 11.1** All prices are stated in Euros, exclusive of VAT and other costs, unless stated otherwise.
- 11.2** GD Animal Health reserves the right to change prices and rates from time to time. The Client will be informed of this as soon as possible.

#### 12. Conditions of payment

- 12.1** GD Animal Health will send the Client an invoice for the implementation of the Order. Payment shall be made within 14 days from the invoice date, without any deduction, discount or set-off.

- 12.2** Exceeding any payment deadline will have the following consequences: the Client will be in default from the due date of the invoice.
- 12.3** If the Client is in default as regards complying with its obligations, then GD Animal Health is entitled to suspend or terminate the agreement and/or to refuse new Orders, without any right to compensation on the part of the Client.
- 12.4** GD Animal Health has the right to request an advance or interim payment. The advance payment will be set off against the final amount invoiced for the Order when the final invoice is issued for the Order. GD Animal Health does not owe any interest on the advance payment.
- 12.5** Submission of any complaint does not suspend the Client's obligation to pay.

#### 13. Transport

- 13.1** Materials are transported at the expense and risk of the Client, unless GD Animal Health pays for carriage of the materials. Risk to the materials passes to GD Animal Health at the time GD Animal Health accepts the materials to be tested (pursuant to Article 1.4).
- 13.2** Clients in the Netherlands can deliver or notify dissection materials by telephone to GD Animal Health, after which the GD Animal Health's Collection Service will transport these from the stated location to GD Animal Health.
- 13.3** Delivery of goods by GD Animal Health occurs at the time when and the place where the products are ready for dispatch at GD Animal Health or at a location to be stated by GD Animal Health. GD Animal Health delivers goods Ex Works (Incoterms 2010).
- 13.4** GD Animal Health delivers goods subject to retention of title.
- 13.5** If materials are transported under orders of GD Animal Health or for its account and the transported materials are lost or damaged because of an imputable failure on the part of GD Animal Health, the Client may – contrary to the provisions of Article 10.2 – at most claim compensation for any reasonable costs incurred by third parties engaged to take new sample materials.

#### 14. Applicable law and disputes

Dutch law exclusively applies to Orders between the parties. Any disputes arising between the parties in connection with an Order executed by GD Animal Health for the Client shall be exclusively settled by the competent court in Zwolle, the Netherlands. GD Animal Health is moreover authorised to submit a dispute to the competent court in the Client's place of residence.

#### 15. Miscellaneous

- 15.1** In the event that one or more of the conditions in these General Terms and Conditions is or becomes null and void, then the remaining conditions shall continue to apply undiminished to the Order.
- 15.2** GD Animal Health is entitled to amend these General Terms and Conditions from time to time. The Client will be informed of amendments as soon as possible.