

# Terms and Conditions of Sale

## 1. Definitions

### Terms and Conditions of Sale

these General Terms and Conditions of Sale of Royal GD filed with the District Court of Overijssel under number 18-19.

### GD

Gezondheidsdienst voor Dieren B.V., Chamber of Commerce number 08117636, with its registered office in Deventer.

### Client(s)

the natural or legal entity on whose instructions GD performs work.

### Order(s)

the agreement on which basis all work is performed by or on behalf of GD under the Client's instructions. Work also includes the supply of goods, provision of data and/or information, doing research, providing services, and providing advice.

### Acceptance

the time when GD has received the Material, has checked it against the then applicable Submission and Acceptance Conditions and has accepted it.

### Submission and Acceptance Conditions

Submission and Acceptance Conditions of GD valid as of 1 July 2018.

### Submission form

the form to be completed by the Client and, in accordance with the Submission and Acceptance Conditions, any accompanying document, on the basis of which GD performs laboratory tests.

### Material

the items provided by the Client to GD for performing laboratory tests in accordance with the Submission and Acceptance Conditions.

### Party/Parties

GD and the Client, individually referred to as the "Party" and collectively as the "Parties".

### Results

reported results, outcomes and recommendations or other implemented services insofar as these relate to the Order.

## 2. Applicability

- 2.1 These Terms and Conditions of Sale are applicable to all offers (written or otherwise) from GD to the Client and to Orders carried out by GD.
- 2.2 Any agreements deviating from these Terms and Conditions of Sale shall only be valid if agreed with GD in writing.
- 2.3 Any references to General Terms and Conditions of the Client are not accepted by GD and the applicability thereof is explicitly rejected.

## 3. Submission and Acceptance Conditions

- 3.1 For Orders within the context of laboratory tests the Submission and Acceptance Conditions are also applicable. These conditions form an integral part of the Terms and Conditions of Sale. The Client is responsible for ensuring that the Materials to be tested by GD are packed and submitted in accordance with the current legislation and in accordance with the requirements stated by GD in the Submission and Acceptance Conditions.

## 4. Conclusion and Performance of the Order

- 4.1 An Order shall be deemed to have been validly concluded after GD has expressly accepted it, or has started to fulfil its obligations thereunder.
- 4.2 GD shall make every effort to execute the Order with care.
- 4.3 GD reserves the right to terminate the Order prematurely if the Client breaches its contract with GD, suspends payments or is declared bankrupt. If GD terminates the Order on the basis of this article, this shall not constitute grounds for the Client to bring any claim against GD. The Client is entirely responsible for payment of the work performed until that time, regardless of the right of GD to claim compensation.
- 4.4 GD reserves the right to have laboratory testing carried out by a third party.

## 5. Performance of Orders for Laboratory Tests

- 5.1 Sending Material for analysis by GD shall be deemed (after Acceptance) to constitute conclusion of an Order.
- 5.2 The Client shall receive the Results as soon as possible after completion of the Order. GD can send partial results in order to make Results that are already available known as quickly as possible.
- 5.3 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.
- 5.4 If the Client requests further tests or re- testing to be carried out by GD or another reputable laboratory, GD shall try to satisfy this request, but GD is never obliged to do so. Such a request should be submitted by the Client to GD within two weeks of the date of the results. At all times, GD is entitled to attach further conditions to this request (including charging costs).

- 5.5 GD shall package and supply the items to be delivered by the Client in accordance with its customary standards.
- 5.6 GD is not obliged to accept return shipments. In no event shall receipt of any return shipment imply acceptance by GD of the grounds for the return as stated by the Client.
- 5.7 GD is not obliged to keep Material after it has performed the Order, unless specifically agreed otherwise.

## 6. Material, Results and use of data

- 6.1 The Client shall transfer title to the Material to GD from the time when GD has accepted the Material.
- 6.2 GD is always entitled to anonymize, use for (scientific) research (whether or not by order of third parties) and publish Results, data, information, knowledge generated, techniques and methods relating to and/or resulting from the Order.
- 6.3 GD ensures that individual traceable Results shall not be made known to third parties, unless the Client (whether or not indirectly) has given its consent or GD is required to do so on the basis of an order from a competent authority, a legal obligation or when GD observes serious danger for people or animals.
- 6.4 GD is entitled to use the "name-address-place of residence data" supplied by the Client to GD to approach the Client within the context of a random sample or (follow-up) research to be carried out by GD (whether or not by order of third parties).

## 7. Confidentiality

- 7.1 The Client, without the prior written consent of GD, shall not provide information of a confidential nature to third parties. Information shall, in any event, be considered confidential if it contains information about designs, know-how, trade secrets, ideas and business plans or business information. Information shall also be considered as confidential if it is designated as such by GD.
- 7.2 The Client shall not use, copy or store any information of a confidential nature for any other purpose than that for which it was provided to the Client.
- 7.3 The Client shall oblige its personnel to observe confidentiality and guarantees that these persons will comply with the obligation of confidentiality.

## 8. Intellectual property rights

- 8.1 All knowledge and know-how already in the possession of the Client or GD prior to the Order shall remain in the ownership of that Party.
- 8.2 The Client is entitled to the Results. The copyright regarding the reports is vested in GD.
- 8.3 Unless otherwise agreed in writing, the rights with regard to calculation methods, software and methods developed by GD are fully for the benefit of GD.

## 9. Implementation and delivery times

- 9.1 Time limits agreed for the implementation of the Order are never fixed deadlines. If GD fails to implement the Order in a timely manner, GD is only in default after written notice of default.

## 10. Complaints and compensation claims

- 10.1 Complaints regarding the Order performed by GD can be submitted to GD in writing within one month.

- 10.2 Compensation claims must be submitted in writing to GD within one month after the Client has become aware of a (possible) failure by GD.
- 10.3 A complaint or a compensation claim must be submitted in writing stating the reasons for the claim, and where applicable, at least the following information needs to be included:
- Client's name;
  - unique company number (UBN);
  - veterinary surgeon's name;
  - submission number;
  - description of the complaint.

## 11. Liability

- 11.1 The use of the Results and items delivered by GD is at the account and risk of the Client. GD is not liable for damage and/or costs incurred by the Client as a consequence of incorrect interpretation, use or application of the Results and/or items delivered.
- 11.2 In any event, the liability of GD as regards compensation for damage is limited to direct damage and at most to the amounts the Client has paid to GD (excluding VAT) in connection with the Order. If the Order is a specified-period agreement with a duration of more than one year, the amounts paid for the Order shall be fixed at the total of the amounts paid during one year.
- 11.3 Direct damage includes damage directly arising from or relating to the execution of an Order. GD is not liable for indirect damage arising from or relating to the execution of an Order, including business losses, loss of profits, loss of sales and damage due to business stagnation.
- 11.4 GD is not liable for damage as a consequence of the fact that the Material submitted by the Client for an Order does not satisfy the legal requirements and/or the requirements imposed by GD.
- 11.5 GD's liability only arises if the Client immediately and appropriately declares GD in default in writing, stating a reasonable period in which to remedy the failure, and GD continues and can be blamed for continuing to fail in the fulfilment of its obligations even after such a period, unless it remains permanently impossible for GD to fulfil its obligations.
- 11.6 The Client indemnifies GD against third party claims that are in any way connected with the Order carried out by GD, including the use of the Results and/or items delivered by GD.
- 11.7 If GD terminates, annuls or refuses the Order, GD can never be held liable for any compensation or reimbursement of costs.
- 11.8 GD's total liability is in any case limited to compensation to the amount that GD's insurance company pays out for the claim in question.

## 12. Force majeure

- 12.1 Neither Party shall be bound to meet any obligation if prevented from doing so as a consequence of force majeure.
- 12.2 Force majeure on the part of GD shall in any case include: every circumstance outside the control and/or fault of GD whereby fulfilment of obligations for the Client in all reasonableness cannot be demanded from GD, such as among other things: lack of personnel, a strike, delayed delivery or unsuitability of Materials, outbreak of veterinary illnesses, government measures, breakdown or unattainability of infrastructural (telecommunication) and transport facilities and the non-fulfilment of obligations by suppliers.

### 13. Pricing

- 13.1 All prices are stated in euros, exclusive of VAT and other costs, unless explicitly stated otherwise in writing.
- 13.2 GD reserves the right to adjust the prices and rates at any time during the Order. The Client shall be informed of this as soon as possible, or the adjusted prices and rates shall be published on the GD website so that the Client can become aware of this.
- 13.3 GD has the right to charge the adjusted prices and rates to the Client starting from the time of notification or publication.

### 14. Payment terms

- 14.1 GD shall 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 settlement.
- 14.2 If the deadline for payment is exceeded, the Client is in default from the due date stated on the invoice.
- 14.3 If the Client is in default with regard to the fulfilment of its obligations, GD 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.
- 14.4 GD has the right to request an advance or interim payment. The advance payment shall be set off against the final amount invoiced for the Order when the final invoice is issued for the Order. GD does not owe any interest on the advance payment.
- 14.5 Submission of any complaint does not suspend the Client's obligation to pay.

### 15. Transport

- 15.1 Transport of Materials occurs at all times, also if this occurs at the cost of GD, for the account and risk of the Client. The risk for the Materials only transfers to GD after Acceptance of the Materials by GD.
- 15.2 Material for autopsy can be delivered to GD by the Client, after an appointment has been made for that purpose, or after it has been registered by telephone or digitally, whereupon the Material shall be transported from the indicated location to GD by GD's Collection Service, if they have sufficient capacity.
- 15.3 The delivery of items by GD occurs at the moment the products are ready for dispatch at a location indicated by GD. GD delivers goods Ex Works (Incoterms 2010).
- 15.4 GD always delivers goods subject to retention of title.

### 16. Applicable law and disputes

- 16.1 Dutch law applies exclusively to Orders between the parties.
- 16.2 Any disputes arising between the Parties in connection with an Order executed by GD for the Client shall be exclusively settled by the competent court in Zwolle, the Netherlands.

### 17. Miscellaneous

- 17.1 In the event that one or more of the provisions in these General Conditions of Sale were to be declared invalid or null and void, the remaining conditions shall continue to apply to the Order without prejudice.
- 17.2 GD has the right to amend these Terms and Conditions of Sale at any time. GD shall then publish a new version of these Terms and Conditions of Sale on its website. The Client commits itself to regularly check this website.

