



PARTICIPATION IN THE GD PROFICIENCY TESTING SCHEMES

Parties:

....., registered and having its office in, USA/Canada, hereinafter further referred to as 'Participant'.

and

Gezondheidsdienst voor Dieren B.V. (GD Animal Health), registered and having its office in Deventer, the Netherlands, hereby legally represented by dr. J. Jansen as director, hereinafter further referred to as 'GD'.

Witnesseth:

Whereas, GD frequently organizes proficiency schemes (PTS/ring trials);

Whereas, the used material of a PTS is a set of inactivated sera;

Whereas, Participant wants to participate in the PTS that are organized by GD;

Whereas, Participant can be a participator in the PTS of GD under the next conditions;

Now therefore parties have agreed as followed:

- 1) GD will send inactivated sera (hereinafter further referred to as 'Material') to Participant for the participation of the PTS. Participant will only use the Material for the PTS and will not supply the Material to any third party. After use of the sera for the PTS Participant will destroy the remaining Material immediately.
- 2) IN NO EVENT WILL GD BE LIABLE TO THE PARTICIPANT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MATERIALS, HOWEVER CAUSED.
- 3) Participant indemnifies GD against any claim from third parties (including but not limited to employees of Participant) whether in contract, tort or otherwise in relation with this agreement, including but not limited to the materials.
- 4) Prior to sending any samples Participant will arrange all necessary permits and permissions, including, but not limited to, relevant import permits and permissions, and will ensure full compliance with applicable USA/Canadian law. A copy of this permit will be send to GD before the sending of the samples. GD will do her reasonable endeavour to fulfil the specifications as mentioned in the import permit. If GD cannot fulfil all the mentioned specifications the participation of the PTS will be cancelled. GD will not be liable in whether in contract, tort or otherwise in relation with any damage that Participant has suffered or will suffer because of the cancellation of the participation of the PTS.
- 5) These conditions and any activities in connection with the PTS will be governed by the laws of the Netherlands.
- 6) Any dispute in connection with these conditions and/or with the PTS shall be exclusively settled through arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.



Arnsbergstraat 7, P.O. Box 9
7400 AA Deventer, the Netherlands
T. +31 (0)570-63 33 91, F. +31 (0)570-63 41 04
info@gdanimalhealth.com, www.gdanimalhealth.com

Gezondheidsdienst voor Dieren b.v.
IBAN NL79ABNA0108807045, BIC ABNANL2A
VAT nr. nl 8124.63.304.B01, Ch.o.C. nr. 08117636

7) The general terms and conditions Diagnostics & Proficiency testing schemes of GD (GD Animal Health) are applicable to this agreement. In the event of any controversy between this agreement and the general terms and conditions Diagnostics & Proficiency testing schemes of GD, the provision of this agreement shall supersede the conflicting part of the provision of the general terms and conditions.

8) The conditions of this agreement shall continue in full force and effect from date for an indefinite period of time. Both Parties can terminate these conditions at any time by written letter with a period of notice of three (3) months. After termination of these conditions the conditions 2, 3, 5, 6, 7 and 8 will be valid for an indefinite period of time.

GD

Participant

.....
dr. J. Jansen, director

.....
Name and title:

.....
date

.....
date