

# General terms and conditions for Diagnostics and PTS

Valid as of July 1, 2018

## 1. Definitions

In these General Terms and Conditions the words below have the following meanings:

**GTC:** these General Terms and Conditions for Diagnostics & PTS which apply to all Orders, supplies and services of Royal GD, related to the sale of the Products.

**Royal GD:** Gezondheidsdienst voor Dieren B.V., a corporation with limited liability organized under the laws of the Netherlands and having its principal place of business located at Arnsbergstraat 7, 7418 EZ, Deventer, the Netherlands.

**Client:** any customer buying the Products from Royal GD.

**Order:** any received and correctly filled-out Order form of Royal GD which is accepted by Royal GD in connection with the agreement of sale of the Products.

**Products:** all Diagnostics and Proficiency testing schemes sold by Royal GD.

**PTS:** Proficiency testing schemes.

## 2. Order and acceptance of Order

**2.1** These GTC apply to all quotations and Orders between Client and Royal GD.

**2.2** The received Order shall be concluded only if Royal GD has accepted the Order by means of an order confirmation or if Royal GD sends the Products based on the Order.

**2.3** Any reference by Client to its own general terms and conditions is not accepted by Royal GD and is expressly rejected.

## 3. Price, Terms of Payment

**3.1** The sales price shall be the amount indicated in the actual price list of the Products valid at the time of placing the Order.

**3.2** All prices are in Euros, excluding VAT, costs of shipment taking into account article 4 of these GTC, import duties, tariffs, levies and assessments, and are subject to change without prior notice. Client is responsible for any fiscal charges in case the VAT number supplied by Client is incorrectly stated or non-existent.

**3.3** Royal GD will send the Client an invoice for the Order and payment shall be made within 14 days from the invoice date without any deduction or set-off.

**3.4** Exceeding any payment deadline has the following consequences: the Client will be in default from the date due of the invoice and is liable to pay statutory interest; all judicial or extrajudicial costs connected with the collection of the invoiced amounts are borne by the Client.

**3.5** Royal GD is authorized to suspend its obligations until the Client has fully met its obligations under the Order.

**3.6** Royal GD has the right to request an advance or interim payment.

**3.7** Royal GD retains the title of the ordered Products until it has received all payments under the Order with the Client.

**3.8** Filing a complaint does not suspend the payment obligations based on the Order.

#### **4. Delivery, Transfer of Risk, Insurance**

**4.1** All Products are delivered CPT (Incoterms 2010).

**4.2** The Client is responsible for any requirements or supplying (import) permits from authorities needed by the Client – if applicable – to accompany the Order as well as full shipping instructions, the purchaser's name, purchase number, full street address (no P.O. Box number), fax GD number, telephone number and VAT number.

#### **4.3 Shipment of Diagnostics**

a) All Orders amounting to more than 1.000 euros and Orders to be delivered outside EU member states shall be shipped through express courier which enables tracking and tracing of the package.

b) All Orders amounting to up to 1.000 euros shall be shipped through priority mail.

c) If the Client decides to choose a courier or delivery service of his own choice, Royal GD shall be informed before shipment has taken place. All costs of such shipment shall be borne by the Client.

#### **4.4 Shipment of PTS**

a) Shipment through priority mail of Orders concerning PTS is included in the sales price.

b) Orders concerning Antibody detection delivered within EU member states shall be shipped through priority mail.

c) Orders concerning Molecular biology and deliveries outside EU member states shall be shipped via express courier. These costs shall be borne by the Client.

d) If the Client decides to choose a courier or delivery service of his own choice, Royal GD shall be informed before shipment has taken place. All costs of such shipment shall

be borne by the Client.

**4.5** Returning of Products to Royal GD shall only be accepted after prior written consent of Royal GD.

**4.6** Missing an agreed deadline by Royal GD does not constitute a material breach.

#### **5. Intellectual Property**

**5.1** Royal GD retains all intellectual proprietary rights to the Products. No license, express or implied, is granted under this Order.

#### **6. Liability and indemnification**

**6.1** Any use of the Products is at the expense and risk of the Client. The Client assumes responsibility for any and all damages caused by or due to incorrect interpretation, use and application of the Products.

**6.2** The liability of Royal GD is limited to compensation of direct damages up to the amount paid by the Client to Royal GD (excluding VAT) in relation to the Order from which the damage derives. In this respect an Order with an amount of less than 1.000 euros is equivalent to an Order valued at 1.000 euros (e.g. the liability has a maximum of 1.000 euros for an Order of 250 euros).

**6.3** Royal GD is not liable for any consequential, punitive or exemplary damages arising from or relating to the execution of an Order or relating to the use of the Products, including any business losses, loss of profits, lost sales, lost savings and damage due to business interruption or stagnation, either borne by Client or any third party.

**6.4** Royal GD's liability only arises if the Client forthwith and properly declares Royal GD in default in writing, stating a reasonable period in which to remedy the failure, and Royal GD continues to fail 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 Royal GD to fulfil its obligations.

- 6.5** If Royal GD dissolves or refuses the Order, it is not liable for any compensation whatsoever.
- 6.6** Royal GD's total liability is in any case limited to the amount of the Order with a maximum of 50.000 euros.
- 6.7** The Client will indemnify, defend and hold harmless Royal GD, its officers, directors and employees from and against any and all claims, suits, liabilities, damages, costs and expenses for injuries or damages to persons or property caused by (a) the Clients' negligence or intentional misconduct in its performance of the Order and by (b) third-party claims for damages related to the Products and the use of the Products from the moment that the goods left the premises of Royal GD.

## **7. Warranty**

- 7.1** The Products are exclusively intended for use as in-vitro diagnostic reagents, or for research and for quality-control testing without any guarantees.
- 7.2** Royal GD gives no warranties, either express or implied, concerning any matter whatsoever, including, without any restrictions, the merchantability of the Products or their suitability for any particular purpose or their freedom from third-party intellectual property rights or claims.
- 7.3** Some Products are infectious. The Client ensures that all necessary precautions are taken when handling the (infectious) Products, including full operator safety precautions that shall be observed when handling the Products, which may be infectious to humans. The Client shall also ensure that operators are fully informed about the nature of the Products they are handling.

- 7.4** All Products are supplied freeze-dried. Detailed instructions for the storage and reconstitution of lyophilized products and working dilutions are included. The Client is responsible for ensuring that it possesses the appropriate technical skills required to be able to determine whether the Product is suitable for any proposed application.

## **8. Force majeure**

- 8.1** Royal GD shall not be bound to meet any obligation if prevented from doing so due to force majeure. From GD Animal Health's point of view, force majeure is understood to mean, in any event: any circumstance beyond the will and control of Royal GD in which fulfilling the Order cannot reasonably be expected of Royal GD, such as lack of staff, strikes, late delivery, unsuitability of the Products, veterinary diseases, governmental action, failure or unavailability of infrastructure (telecommunications) and transport facilities and malpractice of suppliers as a consequence of which GD Animal Health cannot fulfil its obligations towards the Client.

## **9. Applicable law**

- 9.1** The Order and any dispute or claim arising out of or in connection with it or its subject matter shall be governed and construed in accordance with the laws of the Netherlands.
- 9.2** Each party irrevocably agrees that the competent court of the Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Order.

## **10. Final provision**

- 10.1** In the event that one or more of the conditions in these GTC is or becomes null and void, then the remaining conditions shall remain equally applicable to the order.