

GENERAL CONDITIONS OF SALE AND DELIVERY

These Terms and Conditions are used by Identipack B.V. (KvK 17093605) ('**Identipack**'), Dispolab Nederland B.V. (KvK 17093606) ('**Dispolab**'), Chromdis B.V. (KvK 17122869) ('**Chromdis**') and Laboratory Supplies International B.V. (KvK 84578408) ('**LSI**'). The Terms and Conditions can be downloaded from the following websites: www.identipack.com, www.dispolab.nl and www.lsi.nl and will be sent free of charge upon request.

1 DEFINITIONS

1.1 For the purposes of these Terms and all related documents, the terms below shall have the following meanings, where these terms may be used in either singular or plural:

Offer: any quotation, offer or statement by the Seller to the Customer regarding the sale of the Products;

Customer: the (potential) buyer of Products, not being a consumer;

Customer-specific Products: all Products that the Seller offers, sells and/or delivers to the Customer, which are labelled, provided with a logo, barcode or preservative at the Customer's request and based on the Customer's instructions;

Order: a written request from the Purchaser to the Seller to supply Products;

Agreement: all agreements and other types of legal relationship(s) between the Purchaser and the Seller regarding the Products and the obligations in this context, including all amendments and additions thereto, as well as all (legal) acts in execution of such agreements;

Party: Customer and Seller separately;

Parties: Customer and Seller together;

Products: all products that the Seller offers, sells and/or delivers to the Customer, including Customer-specific Products;

Specifications: the detailed specifications and descriptions of Products agreed between the Parties in writing;

Seller: Identipack, Dispolab, LSI or Chromdis, whichever of them uses these Terms for the purposes of the Agreement;

Conditions: these general terms and conditions.

2 APPLICABILITY

2.1 These Conditions apply to all quotations and offers of Seller, as well as to all Orders and Agreements and the legal consequences arising from the above, unless the Parties expressly agree otherwise. The Seller hereby explicitly rejects the applicability of (purchase) conditions of the Customer.

2.2 Nullity or nullification of one or more provisions of the Conditions or an Agreement shall not affect the applicability of the remaining provisions of the Terms and Conditions or an Agreement. The Seller shall always be entitled to replace the void or nullified provision, taking into account as much as possible the purpose and meaning of the void or nullified provision.

2.3 Seller is entitled to amend these Conditions at any time. The most recent version of the Conditions shall always apply.

- 2.4 The Customer with whom a contract has once been concluded under these Conditions agrees to the applicability of the Conditions to Orders placed separately by it and subsequent Agreements between it and the Seller.

3 OFFER, AGREEMENT AND COMMUNICATIONS

- 3.1 Any Offer made by Seller is entirely without obligation, non-binding and valid for a period of thirty (30) days from its issue, unless otherwise expressly stated.
- 3.2 The Customer guarantees the accuracy and completeness of the information on which the Seller bases the Offer and the Agreement.
- 3.3 If an Order is placed with the Seller by the Customer, an Agreement shall only be established by acceptance of the Seller by means of a written confirmation of the Order or by execution of the Agreement by the Seller. Only the written acceptance by the Vendor shall be deemed to correctly reflect the content of the Agreement.
- 3.4 The Vendor is at all times entitled to refuse (partially) any Order from the Purchaser without further explanation and without being in any way liable for any damages.
- 3.5 All communications from the Customer regarding the Agreement must be in writing. The Customer cannot derive any rights from verbal promises made by the Seller.

4 IMPLEMENTATION

- 4.1 The Seller shall use its best efforts to perform the Agreement with due care, in accordance with the agreements and procedures laid down in writing with the Customer. All work by the Seller shall be performed based on an obligation to perform to the best of its ability, unless and insofar as the Seller has expressly promised a result in the written Agreement and the result in question has also been described with sufficient definiteness.
- 4.2 The Seller reserves the right at all times to use third parties for the performance of the Agreement if proper performance requires it.
- 4.3 The Customer shall at all times refrain from conduct or actions that damage or may damage the reputation of the Seller and/or the Products in any way.

5 PRICES AND PAYMENT

- 5.1 All prices of the Products are in euros, unless otherwise indicated. Unless otherwise agreed, all prices are exclusive of VAT and other taxes and/or levies and exclusive of transport costs, packaging costs, insurance costs, as well as export and import duties. These costs and levies shall be borne by the Customer.
- 5.2 No party other than the Customer can derive any rights from an Offer addressed to, or prices and rates made known to the Customer.
- 5.3 Payments shall be made without delay, discount or set-off, within the term specified by the Seller. If the Customer fails to fulfil its payment obligation, the Customer shall be in default immediately, thus without further notice of default. The Customer shall then owe the Seller the costs, both in and out of court, for collecting all outstanding amounts owed by the Customer to the Seller.
- 5.4 The Seller is entitled to deduct payments first from the (extrajudicial) costs, then from the interest due and then from the principal sum.
- 5.5 Any objections to invoices, specifications, descriptions and prices must be notified to the Seller in writing within ten (10) calendar days of receipt. If this is not possible due to any cause not attributable to Customer, Customer shall in any event notify the Seller in writing of its objections within ten (10) calendar days after such cause has ceased to exist and/or has been remedied and/or is known.

6 DELIVERY AND TRANSPORT

- 6.1 Unless expressly agreed otherwise in writing, all delivery dates are estimates only. The Seller shall make every effort to deliver Products on the agreed date but shall not be liable to the Customer if a deadline cannot be met. The Seller shall never be liable for damage resulting from any delay.
- 6.2 If the ordered Products are not all available in stock, the Seller shall be entitled to make partial deliveries and charge partial shipping costs. The Seller shall notify the Customer of this as soon as possible.
- 6.3 All Products are delivered Ex Works (Ex Works, Incoterms ® 2022), unless otherwise agreed in writing.
- 6.4 Upon delivery of the Products, the Customer must sign a receipt. It is the responsibility of the Customer to check that the number of Products delivered corresponds to the dispatch letter. If the number of Products on the consignment note differs from the number received or if the Products are damaged, this must be noted on the consignment note. If the Customer does not make a note of such defects and/or the Seller does not receive a return receipt, the delivery will be considered complete and the Seller will not accept any liability for damage or an incorrect number of Products delivered.

7 PURCHASE AT CUSTOMER REQUEST / SALE OF CUSTOMER-SPECIFIC PRODUCTS

- 7.1 With regard to purchases at the Customer's request and sales of Customer-specific Products, the Purchaser shall be obliged to purchase such Products in full from the Seller within four (4) months of placing the Order.
- 7.2 If and insofar as the Customer does not comply in time with its purchase obligation as referred to in clause 7.1, the Seller shall be entitled to charge the Products to the Customer at the agreed price. In that case, the Customer will still be entitled to take delivery of the Products for two (2) months after expiry of the deadline referred to in clause 7.1. After expiry of these two (2) months, the Seller shall be entitled to destroy the Products at the Customer's expense, sell them to another party or dispose of them in any other way, at the Seller's discretion, without being liable in any way for damage or costs incurred by the Customer.
- 7.3 In the event that the Parties agree on a predetermined minimum number of Orders to be taken and the Customer fails to honour this agreement, the Seller shall also have the rights referred to in clause 7.2, as well as, if applicable, the right to adjust agreed stock volumes held by the Seller to any level at the Customer's request.

8 RETENTION OF TITLE

- 8.1 Ownership of the Products shall remain with the Seller until the Customer has paid all Seller's claims against the Customer, including those within the meaning of Article 3:92(2) of the Dutch Civil Code (BW). The Customer shall not be entitled to pledge or otherwise encumber the Products - other than in the ordinary course of its business - before the Customer has paid for the Products in full.
- 8.2 If the Seller wishes to exercise its property rights referred to in this clause 8, the Customer hereby gives its unconditional and irrevocable permission to the Seller or third parties to be appointed by the Seller to enter all those places where the Seller's property is located and to take the Products with it.

9 SPECIFICATIONS AND DEFECTS

- 9.1 In the event the Parties have agreed on certain Specifications, any wishes, requirements or specifications of the Purchaser other than the Specifications are expressly beyond the responsibility of the Seller and can only be inspected on the Customer's own initiative after

receipt of the Products. The Seller shall not be liable for complaints in respect of (the absence of) wishes, requirements or specifications of the Purchaser in respect of the Products other than the Specifications.

9.2 Upon the discovery of any defect, the Customer shall be obliged to immediately cease the use, treatment or processing of the relevant Products.

9.3 The Customer shall return defective Products only with the Seller's prior written consent.

10 WARRANTY

10.1 Seller warrants that the Products comply with the agreed Specifications. In all cases, the warranty period commences upon delivery of the Products and ends after a period of twelve (12) months from the date of delivery.

10.2 Products only contain certificates (if expressly agreed in writing between the Parties in the Specifications).

10.3 If the Customer has adequately demonstrated to the Seller that the Products do not satisfy the requirements and/or Specifications, the Seller shall have the choice of either supplying new Products free of charge which prove to be defective or returning the defective Products, or granting the Customer a discount on the purchase price to be determined in consultation. By fulfilling one of the aforementioned performances, the Seller shall be fully discharged in respect of its warranty obligations and the Seller shall not be obliged to pay any further compensation or damages.

10.4 The warranty described in clause 10.1 applies to defects arising under the conditions provided for in the Agreement and, in particular, does not apply to/if:

- (a) Products modified by anyone other than Seller without Seller's prior written consent;
- (b) Products damaged by circumstances beyond the reasonable control of the Seller;
- (c) Products that have been improperly used or maintained by the Customer;
- (d) Products exposed to conditions of use and/or maintenance that are not in accordance with Seller's instructions;
- (e) Products damaged by negligence or lack of caution on the part of the Customer, by misuse, improper application, or negligent use, improper storage, transportation or handling, or Products damaged in any other way;
- (f) defects that only marginally reduce the value or suitability of the Products; a marginal defect exists in particular if the defect can be removed by the Customer itself without significant effort;
- (g) normal wear and tear of the Products.

10.5 If the Seller delivers Products to the Customer which the Seller has obtained from its suppliers, the Seller shall not be bound to any further guarantee or liability vis-à-vis the Customer than the Seller can claim vis-à-vis its supplier.

11 LIABILITY

11.1 An obligation of the Seller to pay damages shall at all times be limited to renewed delivery or compensation for direct damage up to the amount of the price paid on the basis of the Agreement for the relevant delivery of Products, excluding turnover tax and other levies imposed by the government. Under no circumstances shall the Seller be obliged to compensate immaterial or indirect damage, such as, inter alia, consequential damage, trading loss, damage to image, environmental damage and damage due to loss of time, loss of savings, loss of data and/or loss of financial benefit.

- 11.2 The Customer shall indemnify the Seller against claims by third parties, such as its employees and other auxiliary persons, arising from and/or relating to Products delivered by the Seller pursuant to and/or in the context of the Agreement. The Customer shall indemnify the Seller against third-party claims based on product liability for items delivered by the Customer to third parties that (partly) consist of Products delivered by the Seller to the Customer, to the extent permitted by law.
- 11.3 Seller is not liable for conduct of auxiliary persons, use of (unsuitable) auxiliary items and shortcomings due to conduct of other suppliers of Customer.
- 11.4 The damage-limiting clauses of these Conditions do not apply in case of intent or deliberate recklessness on the part of the Seller.
- 11.5 Legal claims and defences, based on facts that would justify the assertion that the delivered Product does not comply with the Agreement, shall in any event be prescribed by the lapse of one (1) year and shall expire at the latest two (2) years after the day on which the Customer has become aware or could reasonably have become aware of the harmful fact.

12 FORCE MAJEURE

- 12.1 '**Force majeure**' as referred to in this clause includes, but is not limited to, natural phenomena, obligations imposed by government or by persons claiming to act in that regard, legislation, political unrest, pandemics and epidemics, fire, power failure, explosion, failure or stoppage of essential production equipment, lockout transport problems, shortage of essential raw materials, strike or force majeure of any other nature, including non-delivery or late delivery due to non-delivery or late delivery of obligations of Seller's subcontractors, to the extent that any of these circumstances prevents Seller's performance of the Agreement.
- 12.2 The Seller is not obliged to fulfil its obligations under the Agreement if it cannot fulfil them due to Force Majeure.
- 12.3 The Seller shall inform the Customer of all circumstances and details that prevent Seller from fulfilling its obligations under the Agreement due to Force Majeure. The Seller shall consult with the Customer on the measures to be taken to minimise the effects of the Force Majeure Event and secure the performance of the Agreement to the best of its ability.
- 12.4 If the Force Majeure continues for a period of more than three (3) consecutive months, either Party shall have the right to terminate the Agreement by giving written notice to the other Party.

13 INTERIM TERMINATION

- 13.1 The Seller shall be entitled, without prior notice of default and without being liable in any way for damages or costs, and without waiving any other right, to suspend its obligations or (partially) rescind or prematurely terminate the Agreement if:
- (a) the Customer fails to fulfil its (payment) obligations;
 - (b) there is an (imminent) bankruptcy of the Customer, the Customer has applied for or intends to apply for a moratorium, or the Customer is in any other way no longer able to freely dispose of (liquid) assets due to, for instance, seizure;
 - (c) the Customer is dissolved or intends to dissolve;
 - (d) the Seller's good name and reputation is or threatens to be damaged by an act or omission on the part of the Customer;
 - (e) other circumstances arise which are of such a nature that fulfilment of the obligations under the Agreement cannot reasonably be required by the Seller.

- 13.2 In the event of any of the aforementioned instances, Seller's claims against Customer shall be immediately due and payable in full.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All intellectual property rights - including, but not limited to, copyrights, design rights, trade marks, and trade names - in or related to the Products delivered by Seller to Customer, are vested exclusively in the Seller, or its licensor(s) or its supplier(s).

15 CONFIDENTIALITY

- 15.1 The Customer is bound to keep confidential any confidential information it has obtained from the Seller in the context of the Agreement and shall not use such information for purposes other than the performance of the Agreement, except with the prior express written consent of the Seller.

16 ASSIGNMENT

- 16.1 The Customer is not entitled to assign any right arising from the Agreement to third parties without the Seller's prior written consent. The Customer authorises the Seller in advance to assign the rights resulting from the Agreements in whole or in part to third parties.

17 APPLICABLE LAW AND DISPUTES

- 17.1 These Conditions, any Offer, Orders and Agreements are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (*CISG*) is expressly excluded.
- 17.2 All disputes that may arise in connection with these Terms and Conditions, an Order, Offer and/or Agreement or as a result of (legal) acts and agreements that may be the result thereof, shall be submitted exclusively to the District Court of Oost-Brabant, location 's-Hertogenbosch, except insofar as mandatory rules of jurisdiction would prevent this choice of forum.