

**GENERAL TERMS AND CONDITIONS OF SALE  
DUCHEFA BIOCHEMIE B.V.****1. Definitions and Scope**

- 1.1. In these General Terms and Conditions "Duchefa" is understood to mean Duchefa Biochemie B.V.
- 1.2. In these General Terms and Conditions "the Customer/Customers" is understood to mean every natural person, partnership, legal entity or joint venture with which Duchefa enters into a contract of sale, as well as at whose request or for whose account services are rendered.
- 1.3. These General Terms and Conditions apply to contracts of sale, as well as to contracts of service. Where the text below makes reference to a contract of sale, it shall in relevant cases be a reference to a contract of service as well, and where the text below makes reference to products it shall in relevant cases be a reference to services as well.
- 1.4. All offers and price quotations of Duchefa, all contracts of sale and contracts of service between Duchefa and its Customers as well as all information presented on the website of Duchefa shall be governed by these General Terms and Conditions, unless expressly otherwise agreed between the parties.
- 1.5. Different arrangements with Duchefa agents or personnel and/or stated in purchase orders or letters, as well as any general terms and conditions of Customers are valid only if and to the extent that they have been accepted or confirmed by Duchefa in writing.
- 1.6. Once a Customer has entered into a contract with Duchefa based on these General Terms and Conditions, this Customer shall be deemed to have tacitly agreed that these General Terms and Conditions likewise apply to any subsequent order this Customer gives orally or otherwise, regardless of whether such order is confirmed in writing or not.
- 1.7. Where Duchefa, in the interest of a Customer, departs from these General Terms and Conditions, the Customer cannot attach any consequences to such departure concerning applicability in general or in a specific case.

## **2. Proposals and contract formation**

- 2.1. All Duchefa proposals and price quotations are free of any obligation, except for an express written statement to the contrary from Duchefa.
- 2.2. Duchefa is not bound by any illustrations, descriptions in offers, prospectuses, catalogues, website (especially with respect to the content of so called Material Safety Data Sheets (MSDS's) which are available on the website), drawings, measurements and weights and the like, nor by any other data it furnishes in whatever manner; they are intended only to give a general impression of that which Duchefa offers.
- 2.3. All proposals by Duchefa are in writing and state a price excluding VAT, an approximate delivery term of the goods or services offered by Duchefa and the period of validity of the proposal. The proposal ceases to be valid as from the time the period of validity stated in it comes to an end. Any proposal issued by Duchefa can be cancelled by Duchefa at any time in full or in part, including in connection with changes in delivery terms, exchange risks, and changes in the prices of raw materials and wage rates.
- 2.4. A contract is not deemed to have been formed until the moment that Duchefa forwards the written order confirmation, by post, e-mail or fax message, and if applicable on condition that any security required for payment, whether in the form of a deposit and/or banker's guarantee, has at that time been received from the Customer. This order confirmation overrides any prior arrangements or undertakings. For jobs for which, because of their nature and/or size, no proposal or order confirmation, as the case may be, is sent, the invoice is also regarded as order confirmation.

## **3. Supply**

- 3.1. While the product specifications, catalogues, Material Safety Data Sheets, lists, measurements, weights and the like used by Duchefa have been drawn up to the best knowledge and ability of Duchefa, they can show variations. Variations, which a Customer is not reasonably obliged to accept, give the Customer the right to dissolve the contract, in which case the Customer shall not be entitled to any compensation for damages.
- 3.2. The delivery dates, and delivery and completion terms, as the case may be, supplied by Duchefa are meant as approximations, unless expressly agreed otherwise. The delivery term starts at the time Duchefa receives the order, confirms it in accordance with article 2.4, and receives from the Customer all the information required for completion.



- 3.3 Delivery shall be deemed to have taken place as soon as the Customer has taken delivery of the goods, unless the parties have expressly agreed otherwise.
- 3.4 Duchefa determines the method of shipment, or selects the means of transport, as the case may be. If a Customer wishes a different method of shipment or other means of transport, as the case may be, the (extra) costs involved will be for the account of the Customer and such shipment or use of such means of transport, as the case may be, will be for the risk of the Customer.
- 3.5 Delays in delivery or completion of the job, as the case may be, irrespective of the reason for it, shall never give a Customer the right to dissolve or nullify the contract, to any compensation for damages, or to non-compliance with any obligation to which the Customer is held under the contract in question or any other contract concluded with Duchefa.
- 3.6 In the event that the transport of the goods cannot proceed for reasons beyond the control of Duchefa and/or as a consequence of force majeure, Duchefa is entitled to store the goods or have them stored for the account and risk of the Customer without any prejudice to the right of Duchefa to seek payment of the agreed-upon (selling) price.
- 3.7 Once the delivery or completion term, as the case may be, has expired, a Customer shall have the right to demand that Duchefa delivers or complies, as the case may be, within a term equal to the originally agreed-upon term. If Duchefa fails to comply with its obligations after the above-mentioned term has expired, the Customer shall be entitled to cancel the contract, in which case Duchefa shall not owe any compensation for damages.
- 3.8 If a Customer has not taken delivery of the goods after the delivery or completion term has expired, Duchefa shall keep these goods at the disposal of the Customer by storing them or having them stored for the risk and account of the Customer, without any prejudice, however, to the right of Duchefa to seek payment of the agreed-upon (selling) price.
- 3.9 Duchefa has the right to supply an order in parts and to demand payment of the parts involved.
- 3.10 If it has been agreed that payment is to take place in instalments, and the first instalment is due upon the order confirmation being forwarded as referred to in article 2.4, actual delivery does not have to take place until such time as the amount of the first instalment has been received.

3.11 Delivery in parts shall be deemed to have been made in pursuance of separate contracts, to which these terms and conditions shall apply *mutatis mutandis*.

3.12 Duchefa has the right to ship goods on a Cash on Delivery (COD) basis.

#### **4. Transport and passing of risk**

4.1. All product transports from Duchefa to a Customer are for the risk of the Customer, unless expressly agreed otherwise in writing.

4.2. The risk of loss of or damage to the products of Duchefa passes to the Customer at the time of delivery, subject to the provisions of article 3.

#### **5. Packaging**

5.1. The products of Duchefa are supplied in packaging suitable for transport.

5.2. Duchefa does not guarantee the manner of packaging, and/or the quality and/or the properties of the packaging of the goods unless Duchefa itself applied the packaging and/or had it applied and/or packed the goods itself and/or had them packed.

#### **6. Quality of the products**

6.1. Duchefa undertakes to supply products that meet the written agreed-upon specifications. Insofar as nothing has been agreed in this regard, Duchefa will supply products that meet the requirements for normal and safe use applicable to such products in conformity with the specifications in the Material Safety Data Sheets (MSDS's), as well as the customary market conditions and in conformity with the rules in force concerning these and similar products.

#### **7. Force majeure**

7.1. Customers cannot sue Duchefa for compliance with its obligations stemming from a contract entered into between the parties if the non-compliance or late compliance of Duchefa is caused by or stems from force majeure, whether directly or indirectly, irrespective of the time at which the force majeure occurred.

7.2. Force majeure includes the following circumstances: sickness or lack of personnel, operational breakdowns including computer failures, shortage of raw materials or



parts, transport problems, industrial disputes, absence of permits required or other formalities of whatever nature imposed by public authorities, war, theft, loss or destruction of property or damage to business equipment or business data, as the case may be, failure to supply or faulty supply on the part of third parties for whatever reason, as well as any other circumstance of whatever nature that is beyond the control of Duchefa and is capable of detrimentally affecting Duchefa in its ability to meet the contract, without any obligation on the part of Duchefa to show the effect thereof on the non-performance of an order.

- 7.3. Circumstances that make it more difficult for Duchefa to comply with its supply obligation shall likewise be regarded as force majeure; these include the failure of third party suppliers to meet the product quality requirements set by Duchefa.
- 7.4. If force majeure impedes Duchefa in the execution of an order, Duchefa is entitled to suspend the delivery until the force majeure in question has ceased to exist, or to cancel the order in full or in part without any obligation to compensation for damages. The provision of article 3.7 concerning cancellation of the contract by a Customer does not apply, unless the force majeure situation lasts longer than three months, after which the Customer is allowed, following prior written notice sent to Duchefa by registered mail, to cancel in conformity with the above article.

## **8. Liability**

- 8.1. Duchefa products are intended for in vitro laboratory research purposes only and are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in food, in drugs, medical devices, or cosmetics for humans or animals, or for general commercial purposes. Customer acknowledges that the products have not been tested by Duchefa for safety and efficacy in food, drugs, medical devices, cosmetics, commercial or any other purposes. No product purchased from Duchefa shall be considered to be food, drugs, or cosmetics.
- 8.2. Customer expressly represents and warrants to Duchefa that Customer will properly test, use, manufacture and market any products purchased from Duchefa and/or material produced with products purchased from Duchefa in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now hereinafter enacted. Duchefa strongly recommends Good Laboratory Practices at all times and all products within Duchefa product range are to be sampled and tested extensively by the Customer/user to Customer satisfaction prior to usage and incorporation into existing and ongoing research and production.

- 8.3. Except in pursuance of the guarantee obligation as described in article 10, and in pursuance of peremptory law provisions, Duchefa is not liable for direct, indirect or consequential damage on the part of a Customer or third party resulting from the products supplied by Duchefa.
- 8.4. Duchefa is not liable for any damage a Customer might suffer as a result of the fact that the products the Customer bought from Duchefa prove not to be suitable for the use to which the Customer wishes to apply the products, unless the Customer has been expressly advised by Duchefa in writing in this regard.
- 8.5. Duchefa is not liable for damage caused by the actions or omissions of Customers themselves or by persons appointed by Customers or for whom Customers are otherwise responsible.
- 8.6. Duchefa is not liable for damage that might occur to Customers themselves, or to persons appointed by Customers or for whom Customers are otherwise responsible, as a result of the fact that Customers, or persons appointed by Customers or for whom Customers are otherwise responsible, when applying and/or processing the products supplied by Duchefa fail to observe the legal regulations and/or the directions for use and/or the packaging directions in force, as found in product specifications, Material Safety Data Sheets (MSDS's), catalogues, lists, measurements, weights and the like.
- 8.7. Duchefa is not liable for damage that is the result of Customers furnishing incorrect or incomplete information or materials. Extra work Duchefa has to perform and extra expenses Duchefa has to incur as a result of such actions or omissions on the part of Customers can be charged to them at the Duchefa hourly rates then in force.
- 8.8. Any liability on the part of Duchefa for damage resulting from work performed by third parties on the products supplied by Duchefa, or as a result of which the proper operation of the products supplied by Duchefa is affected is expressly excluded.
- 8.9. Any liability of Duchefa resulting from an imputable shortcoming on the part of Duchefa shall be limited at all times to at most the net invoice value of the products supplied by Duchefa, save in the event of wilful intent or gross negligence on the part of Duchefa.
- 8.10. Claims for damages have to be reported to Duchefa by registered mail within eight days of the damage occurring, or of the date on which a Customer became aware of the damage, as the case may be, failing which Duchefa can no longer assume liability for this damage.



## **9. Complaints**

- 9.1. Customers are required to inspect the products supplied by Duchefa immediately after they receive them. Any complaints have to be reported to Duchefa in writing by registered mail, giving a detailed description of the nature and the grounds for the complaint, within eight days of the products being received or the work or services being rendered, as the case may be. Once this term has expired, Customers are deemed to have approved the goods, work or services, and will have forfeited any right (including that of defence) in this respect. If after the term has expired, Duchefa wishes on the basis of leniency to investigate the correctness of the complaint, this investigation and/or the work flowing from it can never result in any liability on the part of Duchefa.
- 9.2. In the event of a complaint, Duchefa will do all in its power to review the complaint within a reasonable time and to remedy the complaint where necessary. Customers are required at all times to give Duchefa the opportunity to examine the correctness of the complaint.
- 9.3. In the event that the objections of Customers are found by Duchefa to be justified, Duchefa has the right, at its discretion, to substitute products of the same kind, to apply the necessary improvements, or to apply a reasonable reduction in the price.
- 9.4. Customers do not have the right to claim dissolution, annulment of the contract or damages. Customers are not entitled on the grounds of the complaint relating to a specific product or a specific service to delay payment or refuse payment of other products or services on which the complaint does not have any bearing.
- 9.5. No matter what the reason, goods sold to customers can be returned to Duchefa only after prior written authorization and shipment and other instructions from Duchefa. Customers are required to observe strictly the directions concerning the storage and handling of the products supplied. Storage, freight and all related expenses are for the account and risk of Customers. The products supplied by Duchefa may only be returned for the account and risk of Duchefa after its express written permission.

**10. Guarantee**

- 10.1. Communications by or on behalf of Duchefa on the quality, the composition, the handling (in the broadest sense of the word as well as presented in the Material Safety Data Sheets (MSDS's)), application possibilities, properties and the like of the products supplied by Duchefa do not bind Duchefa unless these communications are made expressly, in the form of a written guarantee.
- 10.2. Any claim under a guarantee lapses if the products of Duchefa are not kept and/or stored in accordance with the stipulations that apply to the safekeeping of such products.
- 10.3. Any guarantee obligation lapses if Customers themselves make modifications or repairs to the products supplied by Duchefa or have these modifications and repairs made by third parties, or if the products supplied are not used or applied in accordance with the (legal) regulations and/or intended purpose, or if the products supplied are and/or have been improperly handled (in violation of amongst others Material Safety Data Sheet (MSDS's) requirements) or maintained in any other manner.

**11. Retention of title**

- 11.1. All products sold and supplied, even if the transaction was done on the basis of C.O.D., remain the property of Duchefa until the amounts a Customer owes Duchefa in this respect have been settled in full, including the collection costs and interest forming part of these amounts owed.
- 11.2. Customers are not entitled to transfer title to the products to third parties, whether or not for purposes of collateral security, unless they acquired title to the products by accession in pursuance of section 14, Book 5 of the Netherlands Civil Code, by confusion in pursuance of section 16, Book 5 of the Netherlands Civil Code, or by specification in pursuance of section 16, Book 5 of the Netherlands Civil Code. Customers nevertheless have the power of disposition over the products in order to process or treat them, or to resell them in the context of their normal business activities.
- 11.3. For as long as title to the products supplied by Duchefa has not been passed to a Customer, the Customer is obliged to insure these products for an adequate amount and at the customary conditions, and to agree in this respect that Duchefa is named as the insured. Any damage compensation claimable from the insurer concerning goods that belong to Duchefa, the Customer hereby passes on to Duchefa.



## **12. Intellectual property**

- 12.1. Duchefa expressly reserves all the rights it has in the field of industrial and intellectual property in connection with the products it supplies.
- 12.2. The products marketed by Duchefa may only be offered or traded under brand names to which it is the beneficiary or mentioning its trade name, subject to its written permission and at conditions to be set at a later stage.
- 12.3. Customers are required to impose the above provisions of this article to their customers.
- 12.4. Customers warrant that any use of the information furnished by them in the context of the contract of sale does not contravene any legal provisions and/or rights of third parties.
- 12.5. For any contravention of, or less than strict compliance with the provisions of this article coming to the notice of Duchefa, Customers owe a penalty of EUR (€) 10,000, = augmented by EUR (€) 1,000, = for every day the contravention lasts, if they fail, within a reasonable term set by Duchefa, to remedy the contravention or to comply with the provisions of this article, without any prejudice to the rights or claims for damages otherwise accruing to Duchefa.

## **13. Prices and Transport costs**

- 13.1. Prices are in EUR (€) and exclude VAT.  
In case of contract of sale packaging expenses, packing, transport and insurance if any are not included unless otherwise is indicated on the order confirmation (see art. 2.4). Requests for larger volumes will be quoted separately.  
In case of contract of services work in excess of the work contractually agreed and increases in volume are quoted separately.
- 13.2. Duchefa is entitled to charge the Customer in full for any price increases occurring between the time the proposal (see art 2.3) is issued or until the contract is concluded and the time of supply. Cost increases include: increase in freight rates, taxes, import and export duties or other levies, increase in wages and social security charges, currency fluctuations, and increase in raw material and energy prices.
- 13.3. In order to meet all restrictions and regulations which govern national and international transport of chemical products, Duchefa tries to ship all orders without delay while minimizing costs of delivery within these regulatory guidelines.

- 13.4 All orders with a **destination within The Netherlands & Germany** and an order value of 350,= EUR (€) or more, are supplied Delivered Duty Paid (DDP).  
All orders with a value less than 350,= EUR (€) are surcharged with an additional 17,50 EUR (€) for delivery.
- 13.5 All orders with a **destination within the European Union (E.U.) & Switzerland** (with exception of The Netherlands & Germany) and an order value of 350,= EUR (€) or more, are supplied Delivered Duty Paid (DDP).  
For all orders with a value less than 350,= EUR (€) the following costs for delivery per country mentioned underneath are applied:
- |              |  |
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| Austria:     | 23,= EUR (€)                                     |
| Bulgaria:    | 45,= EUR (€)                                     |
| Croatia:     | 45,= EUR (€)                                     |
| Greece:      | 42,= EUR (€)                                     |
| Ireland:     | 41,= EUR (€)                                     |
| Estland:     | 42,= EUR (€)                                     |
| Latvia:      | 42,= EUR (€)                                     |
| Lithuania:   | 42,= EUR (€)                                     |
| Macedonia:   | 42,= EUR (€)                                     |
| Malta:       | 45,= EUR (€)                                     |
| Poland:      | 38,= EUR (€)                                     |
| Slovenia:    | 42,= EUR (€)                                     |
| Serbia:      | 45,= EUR (€)                                     |
| Switzerland: | 42,= EUR (€) (customs document & handling costs) |
- 13.6 All orders with a destination **outside European Union (E.U.)** are shipped Ex Works (EXW). Transportation charges will vary with destination, weight, content and volume of each shipment (regular and/or dangerous classified chemicals) and will be sub charged accordingly on the corresponding invoice.
- 13.7 All orders for hazardous chemicals will incur separate dangerous goods (air) freight charges. Special packaging may be necessary for safe delivery of certain hazardous chemicals. Separate special packaging charges will vary with hazardous product properties, weight, volume and destination. These extra hazardous good transport charges will be added to your invoice.
- 13.8 All freight charges (including freight costs of hazardous classified chemicals (DG) and or volume goods), administrative costs, special packaging are available upon request at order entry and are indicated on our invoices.



Backordered items are shipped as soon as they become available, unless alternative instructions are provided when the original order was placed.

Duchefa has the right to add backorders to future shipments in order to minimize freight costs. In the event that the Customer is charged for freight costs the Customer has the right to indicate when backorders are shipped.

#### **14. Payment**

- 14.1. Payments by Customers shall be made within 30 days of the invoice date, unless agreed otherwise. Payment shall be in EUR (€) to Duchefa to the Bank account as indicated on our invoice.
- 14.2. Any reliance of Customers upon set-off or suspension shall be excluded.
- 14.3. Customers who fail to pay promptly shall be deemed to be in default without any notice or judicial intervention to this effect. In that event, Customers shall be charged the higher of 1% and the statutory rate of interest per month on the amount owing. Moreover, without prejudice to the further rights accruing to Duchefa under the law or the contract, in the event of Customers failing to pay promptly, Duchefa shall, at its discretion, be entitled either to suspend further supplies or dissolve the contract without any judicial intervention and to repossess either directly or indirectly, at the expense of Customers, all the products Duchefa supplied to them or all the products for which they failed to pay.
- 14.4. Where a Customer has exceeded the payment term, the Customer shall pay Duchefa any collection charges, whether incurred in or out of court, including the expense claims submitted by the adviser or advisers appointed by Duchefa for the collection. The out-of-court collection charges shall amount to at least 15% of the total amount the Customer owes Duchefa, subject to a minimum of EUR (€) 150,=, excluding VAT.
- 14.5. Every payment by the Customer shall first be applied to the interest owing, then to the expenses incurred on the collection of the amount owing, and finally to the principal.
- 14.6. Complaints concerning invoices have to be reported to Duchefa in writing within eight days of the date of the invoice, failing which Customers shall be deemed to have accepted the invoice as being correct.
- 14.7. In the event of delivery in the interim, Duchefa is entitled to send an invoice for the work in question, which invoice has to be settled in accordance with the provisions laid down in these General Terms and Conditions. Failure on the part of the Custom-

er to pay promptly shall entitle Duchefa to suspend any further work for the Customer.

## **15. Security**

- 15.1. Duchefa is entitled to request Customers to furnish proper collateral security for the payment of their orders prior to proceeding with the supply, execution or continuation, as the case may be, of such orders, even if a payment term has been agreed.
- 15.2. If Customers do not comply with the foregoing provisions, Duchefa is entitled to dissolve the contract in full or in part without any judicial intervention, or to suspend supplies under whatever agreement, in which cases Customers shall pay full compensation for damages. In all instances of an imputable shortcoming on the part of Customers, Duchefa has the right of dissolution with compensation for damages as stated.

## **16. Changes**

- 16.1. Duchefa carries out changes and/or additions to orders and/or order confirmations only when such changes and/or additions are agreed in writing. They are charged to Customers at the rates in force.

## **17. Insolvency**

- 17.1. If one of the parties fails to comply with any obligation, or fails to comply with any obligation in time or properly because it filed for bankruptcy, is bankrupt, its business is in liquidation or it applied for or was granted a moratorium, the other party has the right unilaterally and by registered letter to dissolve the contract in full or in part, or suspend performance in full or in part, without any further notice of default being required, without any judicial intervention, without any obligation to compensation for damages, and without any prejudice to any further rights accruing to such other party.
- 17.2. In the event of one of the aforementioned circumstances occurring at the Customer, all amounts the Customer owes Duchefa shall be due forthwith and in full, and Duchefa shall be entitled immediately to repossess the products Duchefa supplied in pursuance of the provisions of article 11.



**18. Transfer of rights and obligations**

- 18.1. Without the prior written consent of Duchefa, Customers are not entitled to transfer their rights and obligations, either in full or in part, to another.
- 18.2. If following the formation of the contract, control over all the activities or a not insignificant part of the activities of the Customer is passed on directly or indirectly to another or others, the Customer shall notify Duchefa immediately in writing thereof. In that event, Duchefa reserves the right unilaterally to terminate the contract in full or in part, by registered letter, without any judicial intervention and without any obligation to compensate for damages. This right shall lapse, however, if Duchefa has not exercised it within one month of the Customer notifying Duchefa in writing of the change of ownership concerned.

**19. Representation**

- 19.1. If Customers act on behalf of one or more other parties, such Customers are liable as against Duchefa as if they themselves were the Customers, notwithstanding the liability of such others.

**20. Inconsistency with legal provisions**

- 20.1. Should any provision in these General Terms and Conditions not be applicable or be inconsistent with the law or public order, only the provision in question shall be regarded as not having been written, and these General Terms and Conditions will otherwise remain in full force and effect.

**21. Confidentiality**

- 21.1. Neither Duchefa nor a Customer shall divulge in any manner and to anybody whatsoever, any information of a confidential nature concerning Duchefa and/or the Customer, except to a person or persons who have to be informed of confidential matters in connection with their work.

**22. Dissolution**

- 22.1. If for whatever reason, a contract to which these General Terms and Conditions apply is dissolved, the provisions of these General Terms and Conditions shall continue to

govern the relationship between the parties insofar as they have independent meaning.

**23. Applicable law**

- 23.1. Only Dutch law shall apply to these General Terms and Conditions, to all contracts and to all agreements stemming from them, to which these General Terms and Conditions apply in full or in part. Part 3, Title 4, Book 6 of the Netherlands Civil Code is declared explicitly applicable.

**24. Adjudication of disputes**

- 24.1. All disputes between the parties, arising from the contract(s) of sale entered into between them, which cannot be resolved through consultation between the parties, shall be submitted exclusively to the court of jurisdiction in Haarlem, the Netherlands, being the court in the district in which Duchefa is established, unless Duchefa opts to bring the dispute before another court.

**25. Translations**

- 25.1. In the event of any differences in meaning or interpretation, as the case may be, between the Dutch-language text of these General Terms and Conditions and translations thereof, the Dutch-language text prevails.

Filed at the Office of the District Court at Haarlem, The Netherlands,

on : May 10<sup>th</sup> 2016  
under number : 20/2016.