

1. Definitions

The following definitions apply in these General Terms and Conditions:

- Offer: any offer made by or on behalf of Bio-Connect in any manner whatsoever to the Contracting Party.
- Bio-Connect: the private limited company Bio-Connect B.V., with registered offices in Huissen and registered in the Trade Register of the Chamber of Commerce under number: 09117909, being the user of these general terms and conditions.
- EOS: Electronic Ordering System.
- Producer: the producer or supplier of goods offered by Bio-Connect to the Contracting Party.
- In Writing: by post and/or by email and/or by telephone and/or otherwise, or otherwise by electronic and/or digital means, such as but not limited to communication through the EOS.
- Terms and Conditions: these general terms and conditions.
- Contracting Party: any natural person, partnership, legal person, government or other entity - regardless of nationality - that concludes or has concluded a Contract with Bio-Connect, and/or to whom an Offer is or has been made by or on behalf of Bio-Connect, and/or to whom or on whose behalf a delivery is or has been made by or on behalf of Bio-Connect, and/or on behalf of or for the benefit of whom one or more services are or have been rendered by or on behalf of Bio-Connect or with respect to whom Bio-Connect is in any legal relationship.
- Contract: the Contract concluded between the Parties as a result of the Offer and acceptance thereof by the Contracting Party, whether or not for the delivery of the Goods, and which Contract includes all the information exchanged between the Parties as a result of the Offer and acceptance thereof, accompanying appendices and the Terms and Conditions.
- Parties: Bio-Connect and the Contracting Party
- Goods: the collective term used in the Terms and Conditions (shown in the plural for practical purposes) for the product(s) and/or services and/or activities to be delivered or already delivered by Bio-Connect to the Contracting Party under the Contract or otherwise, and everything related to these, regardless of whether it concerns one or more products, a combination of products and/or services or any delivery whatsoever of products/services/activities.

2. Applicability of the Terms and Conditions, titles

- 2.1 The Terms and Conditions apply to any Offer from Bio-Connect and/or any Contract and/or any legal relationship whatsoever between Bio-Connect and the Contracting Party. Deviations from the Terms and Conditions shall only be effective if expressly agreed in writing.
- 2.2 If one or more provisions of the Terms and Conditions are at any time void or nullified in whole or in part, the remaining provisions of the Terms and Conditions shall remain fully in force.
- 2.3 The titles and articles of these Terms and Conditions serve only to facilitate reading and clarity and have no other meaning. The content of the Terms and Conditions is not affected or interpreted by the titles and headings above the articles.

3. The offer and the formation of the Contract

- 3.1 Any Offer (including prices quoted therein) is non-binding.
- 3.2 The Contract is formed by a written Offer and after Bio-Connect sends the digital order confirmation or an alternative acceptance In Writing by Bio-Connect.
- 3.3 Sources provided by or on behalf of Bio-Connect such as price lists, brochures, catalogues, leaflets, websites and other data and/or information shall bind Bio-Connect only insofar as the Offer explicitly refers to information from these sources. General information provided in brochures, catalogues, leaflets and websites, such as colour, size and other external characteristics of the Goods are always for illustrative purposes only, and the Contracting Party cannot rely on such (advertising) statements
- 3.4 Sources provided by or on behalf of Bio-Connect such as price lists, brochures, catalogues, leaflets, websites and other data and/or information are only intended to furnish information to the Contracting Party and do not constitute (binding) advice.
- 3.5 Insofar as the Contracting Party's acceptance of an offer differs from the Offer on any point, the contract is only concluded at the moment Bio-Connect confirms the formation and contents of the Contract In Writing.
- 3.6 If no Contract is formed between the Parties as a result of the Offer, the Contracting Party shall be obliged to pay Bio-Connect the reasonable costs incurred by Bio-Connect for preparing and making the Offer insofar as this was explicitly agreed with the Contracting Party prior to the Offer.

4. Confidentiality

- 4.1 The Contracting Party is prohibited from copying, editing and/or revealing information, except generally known information, as referred to in Art. 3.3 of the Terms and Conditions - or similar provided information - to third parties or allowing it to be revealed in whole or in part in any way, and/or allowing its use by third parties and/or making it available or reselling it to third parties.
- 4.2 The Contracting Party is only permitted to use the data and information referred to in Art. 4.1 of the Terms and Conditions insofar as this necessary for the conclusion and/or execution of the Contract. The Contracting Party shall immediately return to Bio-Connect, at its own expense, all material, designs, calculations, information, data, etc. made available by or on behalf of Bio-Connect at Bio-Connect's first request, and also if the Contract is not formed or is cancelled.
- 4.3 Bio-Connect will handle the Contracting Party's personal data in a manner that complies at least with the legal requirements in that regard.

5. Amendment and execution of the Contract

- 5.1 Any full or partial amendment or cancellation of the Contract can only take place with Bio-Connect's prior consent In Writing.

- 5.2 If Bio-Connect agrees to such an amendment or cancellation, the Contracting Party shall in any case be obliged to pay Bio-Connect the costs of any work already performed by Bio-Connect, time, purchases and/or effort involved in any efforts already made by Bio-Connect in the execution of the Contract, the amendment and/or cancellation referred to above.
- 5.3 In the event of such an amendment or cancellation, Bio-Connect shall be allowed to recalculate the delivery times and lead times relating to the execution of the remaining Contract.
- 5.4 Bio-Connect is always authorised to engage third parties to execute the Contract and to charge the cost of this to the Contracting Party in accordance with the rates contained in the Offer.
- 5.5 Bio-Connect shall perform its obligations under the Contract to the best of its ability and in accordance with (the terms of) the Contract. If and insofar as there are comments and/or problems with regard to Bio-Connect's performance of its obligations under the Contract in any way, the provisions of the Terms and Conditions will be followed.
- 5.6 If Bio-Connect cannot fulfil its obligations arising from the Contract due to a delay in delivery, the Contracting Party cannot dissolve, cancel or otherwise terminate the Contract on this ground.

6. Prices

- 6.1 Prices are in euros and:
 - are based on the level of purchase prices, wages, labour costs, social security and government levies, transport costs, insurance premiums, import duties and Bio-Connect's other costs applicable at the time of the Offer or (if no explicit Offer has been made) on the order date, all this taking account of the agreed discounts that may have been agreed in any existing underlying (framework) contract between the parties;
 - may be adjusted upwards if unforeseen cost-increasing factors - such as, but not limited to, purchase prices, wages, labour costs, social security and government levies or transport costs - give cause for this at the time of sending the digital order confirmation and/or the delivery date and delivery at the prices made at the time of the Offer can no longer reasonably be expected from Bio-Connect;
 - based in principle on delivery 'Free Carrier' (FCA - Incoterms), all in accordance with the latest version of the Incoterms. Bio-Connect reserves the right to apply different Incoterms and adjust the price accordingly. The other applicable Incoterms will be stated in the digital order confirmation and/or underlying framework contract.
- 6.2 Bio-Connect is always entitled to adjust its prices in the event of an increase in one or more of the factors that determine the cost price. Bio-Connect is thereby obliged to take account of any applicable legal regulations that exist in this regard, on the understanding that (future) price increases that are already known to Bio-Connect before the formation of the Contract must have been disclosed to the Contracting Party by Bio-Connect.

7. Delivery and delivery time

- 7.1 Regardless of the time at which the risk transfers to the Contracting Party, the time of delivery (transfer of ownership) shall be the same as the time at which the Goods are unloaded or transferred for the benefit of the Contracting Party at the place agreed for that purpose (the

actual transfer), all this in accordance with the Incoterms declared applicable in the order confirmation.

- 7.2 If and insofar as Bio-Connect cannot unload and transfer the Goods for the benefit of the Contracting Party at the agreed place, at or around the agreed time or in any case not within the usual office hours due to impediments on the part of the Contracting Party, the Contracting Party shall bear the costs of the subsequent (extra) shipping, of the (extra) delivery activities and of Goods that have become unusable as a direct consequence of this.
 - 7.3 The Contracting Party must report any shortages, defects and damage In Writing directly to Bio-Connect within five (5) business days after the delivery, in the absence of which the Goods shall be deemed to have reached the Contracting Party in good order, complete and without damage or loss.
 - 7.4 Bio-Connect is entitled to deliver in parts (partial deliveries) and to invoice for these parts separately. The Contracting Party is obliged to pay the separate invoices in accordance with the provisions of Article 14 of these Terms and Conditions.
 - 7.5 Lead times and delivery times specified in the Offer with respect to Bio-Connect's obligations are not ultimate deadlines. Breach of contract therefore does not occur until after Bio-Connect has been given notice of default by the Contracting Party and it still fails to fulfil its obligations under the Contract within a reasonable timescale, all without prejudice to the provisions of Art. 7.6 of the Terms and Conditions.
 - 7.6 Bio-Connect is obliged to respect the specified delivery time or delivery period as much as possible, but shall never be liable for any exceeding thereof. If exceeded, Bio-Connect shall not be liable for any compensation for loss of any kind. Exceeding a delivery time or delivery period does not give the Contracting Party the right to cancel or dissolve the Contract or to refuse to accept delivery of goods. In the event of excessive exceeding of a delivery time or delivery period, the Parties shall consult with each other on a suitable solution.
 - 7.7 If Goods are not accepted by the Contracting Party within the delivery time or delivery period, or if the Contracting Party does not observe an agreed drawdown period, Bio-Connect shall be entitled to charge the relevant Goods to the Contracting Party, and Bio-Connect shall also be entitled to store these Goods (or have them stored) at its own discretion but entirely at the Contracting Party's expense and risk. In the event of non-acceptance or a failure to draw down by the Contracting Party within the applicable period, Bio-Connect may - at its discretion - either demand compliance by the Contracting Party or dissolve the Contract, without prejudice to Bio-Connect's right, in either case, to claim damages.
 - 7.8 The Contracting Party may only collect Goods from Bio-Connect if an agreement has been reached about this between Parties in advance In Writing and the Contracting Party can submit proof thereof at the time of collection and the Contracting Party has demonstrably complied with all legal regulations relating to this which are in force at the time of collection (e.g. with respect to the transport of dangerous goods).
8. Compliance with laws and regulations regarding certain (dangerous or otherwise hazardous) Goods

- 8.1 Some Goods are subject to strict national and/or international laws and/or regulations with regard to their nature and/or effect, for example due to their hazardous nature. Bio-Connect warrants that the procurement, production, processing, storage, shipping and/or handling of such Goods by and/or on behalf of Bio-Connect shall take place in a manner that complies with the aforementioned national and/or international laws and/or regulations. Restrictions applicable under those regulations usually also apply to the Contracting Party. In some cases, strict requirements must be observed by such Contracting Parties with regard to the handling of the Goods, but it is also the case that Bio-Connect may not conclude a Contract with certain (prospective) Contracting Parties with regard to such Goods, or may only conclude a Contract under certain conditions.
- 8.2 In view of the provisions of Art. 8.1 of the Terms and Conditions, the Contracting Party declares that it:
- is aware of the national and/or international regulations applicable to such Goods when purchasing Goods, and will comply with such regulations relating to such Goods;
 - is in every regard authorised and entitled to enter into an Agreement with Bio-Connect in respect of such Goods;
 - will observe the applicable national and/or international regulations with regard to the shipping, handling, storage, processing, etc. of such Goods;
 - will never use such Goods, including by mixing with other substances and/or any processing and/or treatment of such Goods, for purposes that are prohibited under national and/or international laws and/or regulations and/or which (could) lead to use contrary to the law, socially acceptable standards (applicable in Europe) and/or good morals;
 - will immediately provide all information required by Bio-Connect at Bio-Connect's first request and In Writing if required, such as - but not limited to - notifications, permits, documents, etc. regarding the handling, processing, resale or any actions whatsoever relating to such Goods, as well as information on rights of ownership of Goods, information regarding control, governance, code of conduct and risk and quality management;
 - guarantees to Bio-Connect that the Contracting Party will immediately give its unconditional cooperation so that Bio-Connect can fully comply with its legal obligations;
 - indemnifies Bio-Connect against any claim relating to liability and/or obligation to pay damages instituted and/or to be instituted by any party whatsoever against Bio-Connect and related in any sense whatsoever to the Contract concluded with the Contracting Party with regard to such Goods.
- 8.3 The Contracting Party has sole responsibility for ensuring that it has all permits, concessions, licences, consents, etc. that are required in order to be permitted to conclude a Contract with Bio-Connect with regard to certain Goods, and to receive, use or resell those certain Goods or to proceed to any use thereof whatsoever. The costs associated with obtaining such permits, concessions, licences, consents etc. shall always be borne by the Contracting Party. Any liability on the part of Bio-Connect is excluded.
- 8.4 The absence of any permit, concession, licence or consent or any act and/or omission contrary to the provisions of Art. 8.3 shall constitute an attributable shortcoming (breach of contract) on the part of the Contracting Party, and shall not release the Contracting Party from any of its obligations towards Bio-Connect, nor can it be a reason to suspend the fulfilment of any obligation of the Contracting Party with regard to Bio-Connect.

- 8.5 The Contracting Party is liable for all loss which may be caused directly or indirectly by the lack of any permit, concession, licence, permission, etc. or any act and/or omission on the part of the Contracting Party, as referred to in Art. 8.3. The Contracting Party indemnifies Bio-Connect against claims and demands related to such loss instituted by any party whatsoever.

9. Shipping and packaging

- 9.1 Bio-Connect shall at its sole discretion determine the method of packaging, shipping, despatch, etc. of Goods, without prejudice to the provisions regarding the risk in Art. 8 of the Terms and Conditions.
- 9.2 If the Contracting Party has specific wishes and insofar as Bio-Connect agrees to these wishes with regard to packaging and/or shipping, the Contracting Party shall be obliged to pay Bio-Connect for the costs that Bio-Connect charges it for this.

10. Force majeure (Non-attributable shortcoming)

- 10.1 Bio-Connect shall not be obliged to fulfil any obligation if it is prevented from doing so due to force majeure. Force majeure includes: (I) force majeure at Bio-Connect's suppliers, (II) failure to properly fulfil obligations by suppliers prescribed to Bio-Connect by the Contracting Party, (III) defectiveness of third parties' goods, equipment, software or materials, the use of which has been prescribed to Bio-Connect by the Contracting Party, (IV) government measures, (V) power failure, (VI) disruption relating to the Internet, service providers, computer network or telecommunication facilities, (VII) war, (VIII) sit-in, (IX) strike, (X) general transport problems, (XI) the unavailability of one or more staff members essential for the execution of the Contract, (XII) terrorist attacks or occupations, (XIII), epidemics and pandemics, (XIV) financial crisis, (XV) the non-functioning of the payment network of relevant banks.
- 10.2 If a force majeure situation lasts longer than ninety days, either Party has the right to terminate the Contract in writing. In that case, what has already been performed under the Contract shall be settled proportionally without the Parties owing each other anything else. The Parties will make prompt payments in connection with this settlement.
- 10.3 If Bio-Connect wishes to invoke force majeure it shall inform the Contracting Party as soon as practically possible. The consequences of force majeure take effect from the moment the circumstance, cause or event leading to them has occurred.
- 10.4 If Bio-Connect is prevented by force majeure from fulfilling any obligation towards the Contracting Party, regardless of its legal basis, and Bio-Connect believes that the force majeure situation will be temporary or transient, Bio-Connect is entitled to suspend the execution of the Contract until the circumstance which caused/is causing the force majeure situation no longer exists.
- 10.5 If Bio-Connect is prevented from fulfilling its obligations towards several Contracting Parties as a result of force majeure, but not the obligations towards all Contracting Parties, Bio-Connect shall be entitled to decide, at its discretion, which of the obligations towards which Contracting Party it will fulfil, as well as the order in which this will happen.

11. Retention of title

- 11.1 Without prejudice to the provisions of Article 8 of the Terms and Conditions regarding the risk and transfer thereof, all Goods delivered by or on behalf of Bio-Connect shall remain the property of Bio-Connect until the moment when the Contracting Party has fully fulfilled all its obligations under the Contract. As long as ownership of Goods delivered by or on behalf of Bio-Connect is retained by Bio-Connect under the provisions of this article, the Contracting Party is obliged to keep these Goods separate from other goods in such a way that they can be easily and clearly identified as Bio-Connect's Goods.
- 11.2 In the event of non-payment of any amount owed by the Contracting Party to Bio-Connect and payable to Bio-Connect, and also in the event that the Contract is terminated, Bio-Connect is entitled to reclaim the Goods with regard to which the retention of title applies as its property and to take measures relating to this (or have them taken), subject to settlement of any amount already paid in respect of those Goods, all this without prejudice to Bio-Connect's right to demand compensation for any loss suffered by Bio-Connect. In the event of such non-payment or termination of the Agreement, any claim Bio-Connect has against the Contracting Party shall be payable immediately and in full.
- 11.3 The Contracting Party must provide a mandate for the immediate recovery of the Goods not yet fully paid for at Bio-Connect's first request, regardless of where they may be located.
- 11.4 The Contracting Party shall have the right to sell or use Goods with regard to which a retention of title in favour of Bio-Connect applies in the context of normal business activities, but no right of surety may be established on these Goods, while the Contracting Party may not perform or commission any actions with respect to these Goods that would result in them becoming a part or component of one or more other Goods. If any Goods with respect to which a retention of title in favour of Bio-Connect still applies are passed on by the Contracting Party, the Contracting Party is obliged to stipulate to that third party that the ownership of those Goods remains with Bio-Connect until the Contracting Party has fulfilled all its obligations towards Bio-Connect under the Contract. Bio-Connect is also irrevocably and unconditionally entitled to have the claims that the Contracting Party has on its third party assigned to it, Bio-Connect, as additional surety for its claims, either by means of a court injunction or otherwise. The Contracting Party shall provide all necessary cooperation to this end.

12. Liability

- 12.1 Bio-Connect will make its best efforts to fulfil its obligations under the Contract and to properly fulfil any other agreements made with the Contracting Party. If and insofar as there are shortcomings in fulfilling the obligations arising for Bio-Connect from the Contract and as a result the Contracting Party has suffered loss and holds Bio-Connect liable for this, the following exclusions of liability shall apply.
- 12.2 Certain Goods constitute goods that are suitable and/or intended for use as raw materials for further processing by the Contracting Party and/or a third party. Bio-Connect is only obliged under the Contract with the Contracting Party to fulfil that which has been agreed. If and insofar as goods supplied by Bio-Connect are used as raw and/or auxiliary materials by the Contracting Party and/or a third party (customer) for any reason, this shall take place at their

own risk in every regard. Bio-Connect shall never be liable for any loss whatsoever resulting from the use, mixing, impairment, processing or any use whatsoever of the Goods.

- 12.3 Bio-Connect has liability insurance that in many cases covers loss suffered as a result of an attributable shortcoming on the part of Bio-Connect. Any loss that the Contracting Party claims it has suffered and will suffer as a result of shortcomings on the part of Bio-Connect will only be accepted by Bio-Connect if and insofar as Bio-Connect's liability insurer provides cover and if and insofar as the compensation to be paid out by the insurer as a result is sufficient, supplemented with Bio-Connect's deductible in force at that time. The exclusions of liability that follow also apply for the benefit of Bio-Connect's insurer and Bio-Connect's agents.
- 12.4 Bio-Connect's liability and/or obligation to compensate is excluded for:
- consequential or indirect loss;
 - loss as a result of actions by the Contracting Party contrary to the provisions and/or regulations relating to the Goods that must reasonably be considered the cause of the Contracting Party's loss;
 - loss due to loss of profits, lost savings, business interruption or reduced goodwill;
 - loss resulting from claims by customers and/or associates of the Contracting Party;
 - loss relating to the use of items prescribed to Bio-Connect by the Contracting Party, such as but not limited to: third parties' systems, tools, machines, materials or data, information or software;
 - loss relating to the engagement of suppliers prescribed to Bio-Connect by the Contracting Party;
 - personal injury;
 - loss resulting from damage, destruction or loss of data or documents.
- 12.5 Bio-Connect's total liability and obligation to compensate as a result of an attributable shortcoming in the execution of the Contract or on any other grounds shall always be limited to compensation of direct loss and up to a maximum amount equal to the invoice value (excluding VAT) of the Goods which the Contracting Party claims are the cause of (the occurrence of) its loss.
- If the Contract is primarily a continuing performance contract with a term of more than one year, the price stipulated for the Contract shall be set at the total of the payments (excluding VAT) stipulated for one year.
- 12.6 At no time shall Bio-Connect's total liability for loss suffered by the Contracting Party, on any grounds, exceed €500,000.00 (five hundred thousand euros).
- 12.7 The exclusions and limitations of Bio-Connect's liability as described in the previous paragraphs of this article are without prejudice to Bio-Connect's other exclusions and limitations of liability under these Terms and Conditions.
- 12.8 The exclusions and limitations referred to in Articles 12.1 up to and including 12.5 of the Terms and Conditions shall lapse if and insofar as the loss is the result of intent or conscious recklessness on the part of Bio-Connect.
- 12.9 Unless compliance by Bio-Connect is permanently impossible, Bio-Connect's liability on the basis of attributable shortcoming in the execution of the Contract shall arise only if the Contracting Party gives Bio-Connect notice of default in writing without delay, whereby a reasonable period is specified to rectify the shortcoming, and Bio-Connect continues to fail

attributively in the fulfilment of its obligations even after that period. The notice of default must contain a description of the shortcoming which is as complete and detailed as possible, so that Bio-Connect is able to respond adequately.

- 12.10 A precondition for any entitlement to compensation arising is always that the Contracting Party notifies the loss to Bio-Connect In Writing as soon as possible after it occurs. Any claim for compensation that the Contracting Party has against Bio-Connect shall lapse by the mere passage of six months after such claim arose and in any case after the passage of two years after delivery by Bio-Connect, regardless of the legal basis for the claim for compensation.
- 12.11 The Contracting Party indemnifies Bio-Connect against all loss arising from third party claims for product liability and/or otherwise as a result of a defect in the Goods supplied to a third party by the Contracting Party.
- 12.12 The provisions of this article and all other limitations and exclusions of liability stipulated in the Terms and Conditions shall also apply for the benefit of all legal and natural persons of which Bio-Connect avails itself in the execution of the Contract and for the benefit of the group of which it forms part. To that extent, the limitations and exclusions contained in this article shall apply for the benefit of the aforementioned third parties as a third party clause.
- 12.13 With regard to goods and services purchased by Bio-Connect from a third party, the provisions which apply to the contract in question shall also apply to the Contract between Bio-Connect and the Contracting Party, if and insofar as Bio-Connect invokes these provisions.

13. Complaints / complaint process

- 13.1 Bio-Connect will only consider complaints if they are received from the Contracting Party In Writing within five (5) business days after delivery.
- 13.2 For hidden defects, complaints are only possible if the original packaging has not been damaged. Insofar as the Contracting Party submits a complaint, Bio-Connect shall only consider complaints insofar as the Goods in question are not subject to any deterioration or decay and the original packaging has not been damaged.
- 13.3 In deviation from the provisions of Article 13.1, any complaints relating to Goods for which a test or inspection takes place in connection with the delivery must be submitted immediately on the date on which the test or inspection takes place and at the location where this test or inspection takes place, and then confirmed to Bio-Connect immediately in writing.
- 13.4 Complaints can only be considered if the nature of and grounds for the complaints are thereby stated accurately.
- 13.5 Complaints relating to an invoice must be submitted to Bio-Connect in writing within eight (8) days from the date of that invoice.
- 13.6 If the Contracting Party does not complain within the applicable period or in the prescribed manner, the Goods shall be deemed to be fully compliant with the Contract and to have been unconditionally accepted and approved by the Contracting Party. An invoice with regard to which no complaint has been made in the prescribed manner within the period of eight (8) days specified in Art. 14.5 shall be deemed to have been unconditionally accepted and approved by the Contracting Party.

- 13.7 If Bio-Connect considers a complaint relating to the delivered goods to be justified, Bio-Connect shall only be obliged to replace or repair the defective Goods, without the Contracting Party being able to assert any additional right to any compensation.
- 13.8 The submission of a complaint shall never discharge the Contracting Party from its payment obligations towards Bio-Connect.
- 13.9 The delivered Goods or any part thereof can only be returned to Bio-Connect, for any reason, after Bio-Connect issues the Contracting Party with prior explicit consent In Writing and shipping instructions.

14. Intellectual or industrial property rights

- 14.1 All intellectual and industrial property rights to the software, data files, diagrams, equipment, set-ups, systems, solutions, analyses, designs, documentation, reports and offers developed or provided by Bio-Connect for the Contracting Party, as well as preparatory material for them, shall be held exclusively by Bio-Connect, its licensors or its suppliers. The Contracting Party only acquires the usage rights expressly granted to it under the Contract. These usage rights are non-exclusive and cannot be transferred to third parties. Any other or further right on the part of the Contracting Party is excluded.
- 14.2 In the unlikely event that any Goods sold by Bio-Connect to the Contracting Party infringe on an industrial or intellectual property right of a third party in the Netherlands and the Contracting Party is held liable in this respect, the Contracting Party is obliged to immediately inform Bio-Connect of this in writing. In that case, Bio-Connect shall, at its discretion, either assign its usage rights to those Goods to the Contracting Party or modify the Goods in such a way that they no longer infringe or supply replacement Goods that do not infringe or refund the purchase price less a reasonable payment for the period during which the Contracting Party had the Goods at its disposal to the Contracting Party after the Goods in question have been received back by Bio-Connect. The Contracting Party will not be able to assert any claim against Bio-Connect and will not have any entitlement with regard to infringement of an industrial or intellectual property right outside the Netherlands.
- 14.3 All information provided to the Contracting Party in connection with an Offer in forms including but not limited to brochures, catalogues, price lists, leaflets, correspondence and digital storage media and all information provided therein or thereby in forms including designs, drawings/images, plans, ideas, models, samples, tables, diagrams, databases or calculations shall remain explicitly and exclusively the industrial or intellectual property of Bio-Connect.

15. Payment and non-payment

- 15.1 The Contracting Party is obliged to pay the invoices sent by or on behalf of Bio-Connect in accordance with the payment conditions specified on the invoice. If no specific conditions are specified on the invoice, the Contracting Party shall pay within fourteen (14) calendar days from the invoice date stated on the invoice. The Contracting Party is not entitled to offset or to suspend a payment or to invoke any (alleged) right leading to non-payment. The settlement day on which a payment was received as shown on Bio-Connect's bank and giro statements shall be deemed to be the day on which the payment was made. Any payment period shall be

subject to an ultimate deadline. Bio-Connect is entitled to demand payment in advance from the Contracting Party prior to delivery.

- 15.2 Every payment made by the Contracting Party shall first serve to pay the interest owed by it and the collection and administration costs owed to Bio-Connect, and then to pay the outstanding debts in order of age, therefore starting with the oldest outstanding debt. The above applies in full even if the Contracting Party makes a payment stating a characteristic (e.g. an invoice number) that would suggest a specific or particular payment.
- 15.3 In the event of failure by the Contracting Party in fulfilling its payment obligations or any obligation the Contracting Party has under the Contract, the Contracting Party shall be liable for statutory (commercial) interest on the outstanding amount without the need for a reminder or notice of default. The Contracting Party must reimburse Bio-Connect for all costs incurred by Bio-Connect in connection with the collection of what the Contracting Party has to pay to it, Bio-Connect, with a minimum for extrajudicial costs of €500.00 (excluding VAT). These include but are not necessarily limited to: the costs of bailiff, attorney, notary, experts and/or witnesses, whereby Parties explicitly agree a priori that in that case the Contracting Party shall be obliged to pay Bio-Connect the actual and full costs incurred by Bio-Connect for collection, whether or not in a judicial phase. The parties explicitly stipulate that those actual and full costs also include the full legal (attorney) costs, even insofar as they exceed the usual fixed cost order pronounced by a court against the Contracting Party.
- 15.4 Supplementary to the provisions of Art. 15.3 of the Terms and Conditions, Bio-Connect shall follow the regulations under the Wet Incasso Kosten (Collections Costs Act) with regard to a Contract concluded with a Contracting Party who is a consumer. However, if Bio-Connect has at any time complied with the provisions of the Wet Incasso Kosten, Bio-Connect is fully entitled to invoke the provisions of Art. 15.3 of the Terms and Conditions in the subsequent phase. With regard to a Contract concluded with a natural or legal person acting in the exercise of a profession or business, the Parties exclude the application of the Wet Incasso Kosten and the provisions of Art. 15.3 of the Terms and Conditions will apply in full in all cases.
- 15.5 The Contracting Party is obliged to provide sureties at Bio-Connect's first request - either during the term of the Contract or otherwise - with regard to the timely fulfilment of its obligations towards Bio-Connect under the Contract, all at Bio-Connect's discretion, such as but not limited to surety in the form of a bank guarantee and/or a right of pledge and/or mortgage. The Parties stipulate that such a claim is enforceable by Bio-Connect in summary proceedings.

16. Termination of Contract

- 16.1 If either Party is in default, this gives the other Party the right to dissolve the Contract in full or in part, all subject to the Terms and Conditions.
- 16.2 Bio-Connect shall not be liable to pay any compensation in the event of dissolution.
- 16.3 Bio-Connect may terminate the Agreement with immediate effect without notice of default if:
- the Contracting Party has failed to fulfil a material obligation under the (Framework) Contract;
 - the Contracting Party has been declared bankrupt, the Contracting Party has been granted a payment moratorium, whether provisional or not, the Contracting Party has become the

subject of another similar arrangement, or the Contracting Party has otherwise lost the free management or free disposal of its assets in whole or in part, all this regardless of whether this state of affairs is permanent;

- the Contracting Party has offered its creditors an arrangement outside bankruptcy, payment moratorium or other similar arrangement;
- the Contracting Party has ceased to exist or has been dissolved;
- a (legal) person other than the current board gains direct or indirect control over the Contracting Party or this person other than the current board can exercise a majority of the voting rights in the general meeting of the Contracting Party;
- a change occurs in the management, employees or facilities of the Contracting Party that may adversely affect the Contracting Party's activities. The board no longer being employed full-time at the Contracting Party shall in any case be deemed to be a circumstance as referred to in this provision.

16.4 If a party dissolves a Contract under the provisions of this article, the amounts that the Contracting Party owes to Bio-Connect at the time of dissolution shall remain fully due and the Contracting Party shall owe interest and costs in accordance with the provisions of these Terms and Conditions with regard to these amounts, without prejudice to Bio-Connect's right to claim compensation, to exercise the rights arising from retention of title, to take other (legal) measures and other rights accruing to Bio-Connect.

17. Cancellation by Contracting Party

17.1 If the Contracting Party wishes to cancel an order in whole or in part and Bio-Connect agrees to this, the Contracting Party shall owe Bio-Connect cancellation costs. Unless agreed otherwise, the cancellation costs are 25% of the relevant agreed sales value with a minimum of €20.00.

17.2 Contracts can never be cancelled insofar as they relate to Goods that have been created specifically for the Contracting Party that are not kept in stock by Bio-Connect as standard, that are subject to deterioration or decay, and for goods that can only be kept until a date indicated on the packaging ('best before date').

17.3 Cancellation of the following Goods is also never possible:

- sterile goods;
- chilled or otherwise climate-affected goods;
- damaged goods and/or goods of which the packaging is damaged;
- wholly or partly used goods;
- personalised goods or goods otherwise made and/or ordered 'bespoke';
- goods outside Bio-Connect's core product range and/or goods ordered specifically for the customer which are not part of the range of suppliers contracted by Bio-Connect;
- dangerous or hazardous goods.

17.4 In the event of a cancellation as referred to in this article, Bio-Connect shall never be obliged to compensate any loss suffered by the Contracting Party.

17.5 Returns as a result of a fully or partially cancelled Contract must be returned to Bio-Connect in accordance with Bio-Connect's instructions at the Contracting Party's expense.

- 17.6 Bio-Connect will only accept returns as a result of a fully or partially cancelled Contract if the Goods are in undamaged condition and the packaging is unopened and in the original good condition. If the Contracting Party thereby fails to comply in full or in part, Bio-Connect shall be entitled to reject the cancellation in which case the Contract shall continue as if it had not been cancelled.

18. Applicable law and disputes

- 18.1 All Offers and Contracts entered into by or on behalf of Bio-Connect will be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 18.2 All disputes arising from and/or relating to a Contract concluded between Bio-Connect and the Contracting Party shall be submitted in the first instance exclusively to the competent court in Arnhem.

19. Validity

- 19.1 In the event that any provision of these Terms and Conditions should be wholly or partly invalid and/or unenforceable as a result of any statutory regulation, court ruling, or any directive, decision, recommendation or measure of any local, regional, national or supranational authority or body, or otherwise, this shall not in any way affect the validity of all other provisions of these Terms and Conditions. If any provision of these Terms and Conditions should be invalid for a reason referred to in the previous sentence, but would be valid if it had a more limited scope or purport, that provision shall automatically apply with the most far-reaching or comprehensive limited scope or purport with which it is valid.
- 19.2 A Dutch version of these Terms and Conditions has also been prepared. If these Terms and Conditions should conflict with that Dutch version, the provisions of the Dutch Terms and Conditions shall prevail.