

Additional Terms and Conditions for NL-Lab.

Article 1. Definitions

In these additional terms and conditions, the following definitions apply:

- a. Additional Terms and Conditions:* these terms and conditions apply in addition to the general terms and conditions of Biotrack BV as filed with the Chamber of Commerce in Leeuwarden. These Additional Terms and Conditions only apply to the Services and Products that we offer through or under the name of NL-Lab.
- b. NL-Lab:* NL-Lab is a trade name of Biotrack B.V. Biotrack BV is a private limited company established in Leeuwarden, at Einsteinweg 49, 8912 AP, and is registered in the trade register of the Chamber of Commerce under number 52068781.
- c. Client:* any natural or legal person who concludes an Agreement with NL-Lab or with whom there is contact or negotiation. This also includes a Business Client (d), unless stated otherwise.
- d. Business Client;* the Client acting on behalf of a profession or company.
- e. Parties;* NL-Lab and Client together.
- f. Service(s):* all services and activities provided and/or to be delivered by NL-Lab as described in the Agreement.
- g. Products:* all products delivered and/or to be delivered by NL-Lab as described in the Agreement.
- h. Agreement:* legally binding agreement between NL-Lab and client.
- i. Quotation:* a written offer from NL-Lab for the sale and delivery of Products and/or performance of Services, including any change and addition thereto.

Article 2. Applicability

- 2.1 These Additional Terms and Conditions apply to all activities (both Services and Products), Quotations and Agreements between NL-Lab and its Clients, respectively their legal successors.
- 2.2 These Additional Terms and Conditions also apply if the Client acts or acts on behalf of third parties. The responsibility rests on the Client to inform third parties about this. The direct Client remains liable in the event of damage or non-fulfilled obligations, even if these are caused by the third party.
- 2.3 In addition to the Additional Terms, changes or additions to the Terms may apply to some Services and/or Products. These only apply if they have been expressly agreed. In the event of any difference between the two terms, the Additional Terms shall prevail, unless otherwise provided.
- 2.4 Deviations from these Additional Terms and Conditions – at the request of the Client – only apply if they have been explicitly agreed in writing. Any agreed provisions deviating from these terms and conditions do not entitle the Client to apply those provisions to future Agreements. In addition, the remaining provisions of the Additional Terms remain in full force and effect.
- 2.5 NL-Lab is authorized to use third parties in the execution of an Agreement with the Client. As a result, they can also invoke these Additional Terms and Conditions.
- 2.6 Accepting a Service and/or Product, Agreement or Quotation implies that the Client accepts the applicability of these Additional Terms and Conditions.

Article 3. Conclusion of agreement(s)

- 3.1 Quotations and offers from NL-Lab - regardless of the form - are without obligation unless stated otherwise.
- 3.2 An agreement is concluded at the moment that - by electronic means - a confirmation by e-mail has been sent to the e-mail address provided by the customer as acceptance on the conditions set NL-Lab.nl. As long as the receipt of this confirmation has not been received, the Client has the opportunity to dissolve the Agreement.
- 3.3 An acceptance from the Client is officially seen within NL-Lab if the Agreement is executed by the Client without contradiction. Acceptance can take place both orally and in writing.

3.4 An agreement can be dissolved and/or revoked by NL-Lab if the Client does not meet the Additional Conditions.

Article 4. Execution of the Agreement(s)

4.1 NL-Lab will start the execution of the Agreement on the specified date as agreed in the Agreement. If no date of performance has been agreed, NL-Lab will start the execution as soon as possible.

4.2 If NL-Lab is unable to deliver Services and/or Products within the agreed period, the Client will be informed in good time.

4.3 NL-Lab cannot be held responsible for starting the execution of the Agreement in time, before all necessary information has been received from the Client and all necessary cooperation has been provided by the Client.

4.4 NL-Lab is entitled to call on third parties in the execution of the Agreement. The Additional Terms and Conditions also apply to the work that third parties perform in the context of the Agreement. NL-Lab is hereby not liable for shortcomings or other acts and/or omissions of these third parties.

4.5 NL-Lab is only obliged to provide the Services and/or Products if NL-Lab and the Client have agreed in the Agreement and only if the Client has fully and timely fulfilled its payment obligation.

Article 5. Duration agreement(s)

5.1 An Agreement is entered into for an indefinite period of time or the duration that NL-Lab and the Client agree with each other. If an indefinite period of time – or no duration has been discussed – then the duration that is necessary for the delivery of the Service (s) or Products upon NL-Labs sole discretion applies.

5.2 In case of an Agreement for an indefinite period of time, the Client has the right to terminate the Agreement in writing at any time. This, with due observance of a notice period of at least 30 days.

5.3 The Client is never entitled to terminate an Agreement for a definite period of time, prematurely, unless both parties have explicitly agreed on this in writing.

5.4 NL-Lab reserves the right to dissolve the Agreement at any time if:

- Client acts in violation of the Agreement or these Additional Terms and Conditions
- Client suspension of payment has been granted.
- Bankruptcy of (Business) Client has been requested.
- The client has been declared bankrupt.
- A significant part of the assets of the (Business) Client has been seized or a significant part has been sold to third parties.

5.5 If there is a termination of the Agreement from the Client - regardless of the reason for this - the Client will owe compensation and/or compensation to NL-Lab in accordance with the Agreement. The Client is also liable to third parties for the consequences of the dissolution.

5.6 If NL-Lab proceeds suspension or dissolution, it is in no way obliged to pay compensation for damage and costs that have occurred as a result in any way whatsoever.

5.7 The termination of the Agreement from NL-Lab will be announced to the Client motivated and in writing.

5.8 Obligations for the Client and rights for NL-Lab as laid down in the Agreement will remain unaffected with the Client and its legal successors respectively after termination of the Agreement. This also explicitly applies to the confidentiality as included in paragraph 12 of the general terms and conditions of Biotrack BV as filed with the Chamber of Commerce in Leeuwarden.

Article 6. Rates and Payment

6.1 The applicable rates for the services of NL-Lab are stated on the website and/or forms provided by NL-Lab.

6.2 All rates are expressed in euros in accordance with the relevant legal regulations and include VAT and other government levies, unless otherwise indicated. As NL-Lab is a commercial laboratory under the Dutch VAT regulations, NL-Lab is required to charge 21% VAT on its goods and services.

6.3 For each invoice applies; payment must be made within the payment term of 14 days after the invoice date.

6.4 The Client owes the price that NL-Lab has communicated to it in its confirmation in accordance with Article 3.2 of the General Additional Terms and Conditions. If a price is based on information provided by the Client and this information turns out to be incorrect after the conclusion of the Agreement, NL-Lab has the right to adjust the price accordingly.

6.5 If, after the conclusion of the Agreement, an increase in one or more cost-determining factors occurs, NL-Lab is entitled to pass on this increase to the Client.

6.6 If the application of Article 6.4 may lead to a price increase within a period of 3 months after entering into the Agreement, the Client is entitled to dissolve the Agreement in writing within 10 days – after notification of the price increase by NL-Lab.

6.7 If the Client has not paid the amount due in full within the payment term, regardless of the reason for this, NL-Lab will first send a payment reminder in which the Client is given the opportunity to pay within 14 days. Objections to the amount of an invoice do not suspend the payment obligation.

6.8 If the Client does not (timely) meet its payment obligations, NL-Lab is entitled to dissolve the Agreement with immediate effect or to suspend (further) delivery until the moment that the Client has fully fulfilled the financial obligations.

6.9 All (extra)-judicial costs such as judicial collection costs that NL-Lab has had to incur as a result of the Client's failure to comply with the (payment) obligations, shall be borne by the Client.

6.10 NL-Lab will at all times have the right to ask the Client (i) to provide security for the fulfilment of all its obligations under the Agreement or (ii) to require a down payment.

Article 7. General obligations of the Parties

7.1. Obligations of the Client

7.1.1 The Client shall cooperate fully with NL-Lab and make available to NL-Lab all information, decisions and data that may be necessary and relevant for drawing up a correct Quotation and/or the correct and timely performance of obligations by NL-Lab in accordance with the Agreement, in a timely manner and in the desired form and in the desired manner.

7.1.2 If necessary for the execution of the Agreement, the Client shall ensure free access to the site, the building and/or the location where the work must be carried out in good time. The client ensures a clean, safe and healthy working environment and is obliged to warn NL-Lab in good time of dangerous situations.

7.1.3 The Client is responsible for the circumstances that may prevent or impede the performance of the work.

7.1.4 The Client allows NL-Lab to affix the name of the company or advertising at the work location where NL-Lab performs its work.

7.2 Confidentiality and Processing of Personal Data

7.2.1 The Client is obliged to treat all information and data received from NL-Lab that are of a confidential nature, both during or after termination of the Agreement, strictly confidential and not to disclose them. The Client will only use this confidential information for the purpose for which it was provided.

7.2.2 NL-Lab keeps all information and data of the Client secret. This does not only apply at the moment that an Agreement has been concluded with the Client but also after this period, the obligation of confidentiality remains in force.

7.2.3 The obligation of confidentiality does not apply to information and/or data;

a. Which are of general knowledge or are part of publicly accessible sources.

b. Which must be disclosed by law, legislation or a decision based on the law or legal proceedings

However, in all the above cases, disclosure is limited to what is necessary.

7.2.4 NL-Lab will only process the Client's data in accordance with its privacy policy and the privacy rules and legislation. The data will only be used for the execution of an Agreement.

7.2.5 The Client may request, change and/or view the information provided to NL-Lab at any time.

7.2.6 When a breach in connection with personal data – which are processed in the context of the Agreement – has taken place, the Client and NL-Lab will inform each other of this without unreasonable delay. The Client and NL-Lab consult with each other as far as possible prior to making any reports thereof to a supervisory authority and data subjects.

Article 8. Retention

8.1 In the specific and exceptional case that there is – and in accordance with the Agreement – a transfer of ownership or Intellectual Property Rights, these remain the property of NL-Lab as long as the Client has not yet fully fulfilled all his payment obligations arising from the agreement drawn up with NL-Lab and/or these Additional Terms and Conditions.

Article 9. Intellectual Property Rights and Copyrights

9.1 The entire content of NL-Lab.nl is the full property of NL-Lab under Dutch law. Copying, reproducing or publishing a part of the website is not permitted unless prior written permission has been granted by NL-Lab.

9.2 All current and future intellectual property rights with regard to the Services, Products and all (in the context of the execution of the Agreement) developed or made available, or used, advice, information, data files, analyses, documentation, reports, Quotations as well as preparatory material thereof and all other materials including but not limited to copyrights, patent rights, trademark rights etc., are exclusively vested in NL-Lab's licensors or its suppliers and these will remain the exclusive property of NL-Lab or its licensors or its suppliers.

9.3 The Client is prohibited from making use, including making changes to the intellectual property rights as described in this article, such as reproduction, without the express prior written permission of NL-Lab, its suppliers or other entitled parties, unless it concerns private use in relation to the Service and/or Product itself.

9.4 Without the prior written consent of NL-Lab, the Client is not entitled to use the name of NL-Lab, trademarks, brands, logos, etc.

9.5 The Client will not notify third parties about the approach and working method of NL-Lab, unless prior written permission has been granted by NL-Lab.

9.6 NL-Lab is entitled to use the name, trade names and logos of the Client in marketing and advertising material and to mention the execution of the Services and/or Products and to indicate more specifically what type of Services and/or Products has performed for the Client.

9.7 The Client acknowledges and accepts that any unauthorized use or action infringes the Agreement and the applicable legislation.

Article 10. Quality and Guarantee

10.1 NL-Lab guarantees to the Client that services and/or products or results delivered comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and existing legal provisions and/or government regulations on the date of the conclusion of the Agreement.

10.2 If the delivered Product and/or Service does not meet the specifications, the Client can claim this guarantee if the defect is noticed within 3 months after delivery and immediately after discovery of the defect the complaint has been reported and the complaint is considered well-founded by NL-Lab. In case of defects NL-Lab will provide a suitable solution in the form of repair or compensation to a maximum of the amount paid by the Client for the relevant part of the Agreement.

10.3 The warranty will lapse if it appears that:

- a. That the original invoice cannot be submitted has been changed or made illegible.

- b. That defects are the result of non-intended or improper use.
 - c. That defects have arisen due to intent, gross negligence or negligent maintenance of the Client or third parties.
- 10.4 In the execution of the Agreement, the Client will always provide NL-Lab with its full cooperation to guarantee quality.

Article 11. Additional work

11.1 All changes in the execution of the Agreement, either at the request of the Client or as a result of circumstances that make another execution necessary, are considered as Additional Work if additional costs are associated with it. These Additional Terms and Conditions apply also to the Additional Work.

11.2 If Additional Work has been performed at the request or with the permission of the Client, the Additional Work will be reimbursed by the Client.

11.3 The Client accepts that Additional Work may cause delay in the delivery of Services and/or Products, even if a time of delivery has already been agreed. The Client is not entitled to compensation for this delay.

Article 12. Liability and Indemnification

12.1 The limitations of liability under this Agreement apply except for the direct damage resulting from gross negligence or willful misconduct on the part of NL-Lab.

12.2 NL-Lab will make every effort to execute the Agreement as carefully and safely as possible. NL-Lab cannot influence the final use of the delivered goods. The Client is therefore responsible for the use of the result of the Agreement.

12.3 The Client indemnifies NL-Lab against all liability for defects that the Client had already discovered at the time of delivery, or should reasonably have discovered, insofar as the guarantee provision does not apply.

12.4 The Client indemnifies NL-Lab against all liability for damage resulting from the provision of false, misleading or incomplete information or documentation by the Client or third parties, non-compliance with laws or regulations in the field of the protection of privacy and personal data that falls under the responsibility of the Client, or the withholding of information or documentation or the misrepresentation of matters relating to information or documentation by others than NL-Lab.

12.5 Liability of NL-Lab towards the Client for indirect or consequential damage or damage due to loss of turnover or profit, delay damage, damage due to loss of data, damage due to exceeding of deadlines as a result of changed circumstances, damage as a result of changed circumstances and damage due to information or advice given by NL-Lab, the content of which is not explicitly part of the Agreement, are excluded.

12.6 The Client indemnifies NL-Lab against all claims from third parties in connection with the execution of the Agreement, insofar as the law does not preclude the relevant damage and costs from being borne by the Client.

12.7 The total liability of NL-Lab for direct damage suffered by the Client as a result of an attributable shortcoming in the performance of this Agreement is limited to compensation up to a maximum of the amount for that relevant Service and/or Product to which the liability is related. The Client hereby expressly waives all (other) rights and claims that it has on NL-Lab.

12.8 A condition for the creation of any right to compensation is that the Client always reports the damage to NL-Lab in writing as soon as possible after its occurrence. Any claim for damages against NL-Lab lapses by the mere lapse of 2 months after the claim arose.

12.9 The liability of NL-Lab with regard to attributable shortcomings in the performance of the Agreement only arises if the Client immediately and properly gives NL-Lab notice of default in writing, stating a reasonable period to remedy the shortcoming, and NL-Lab continues to fail to fulfil its obligations beyond this period. The notice of default must contain as detailed a description as possible of the shortcoming so that NL-Lab is able to respond adequately.

12.10 It is possible that NL-Lab includes links on the website to other internet sites that may be interesting or informative for the visitor. Such links are purely informative. NL-Lab is not responsible for the content of the website to which reference is made or the use that can be made of it.

Article 13. Force majeure

13.1 NL-Lab is not liable for any default or delay in the execution of the Agreement, or the damage caused by it, if the default or delay is due to (i) force majeure as defined in Article 13.2 and/or (ii) the law or case law.

13.2 Force majeure is understood to mean any circumstances independent of the will, as a result of which the fulfilment of NL-Lab's obligations towards the Client is prevented in whole or in part. Force majeure includes, but is not limited to: disruptions of public infrastructure, strikes, government measures, domestic disturbances, fire, business disruptions, energy disruptions, unavailability of employees, non-delivery or late delivery of suppliers or other third parties engaged and the absence of any permit to be obtained by the government. Force majeure is also understood to mean: malfunctions in a (telecommunication) network or connection or used communication systems and / or the unavailability of the website at any time.

13.3 If NL-Lab is unable to perform or finish the Service and/or Product due to force majeure, we will try to find a suitable replacement.

13.4 As long as the force majeure continues, NL-Lab may suspend the obligations under the Agreement. If this lasts longer than 90 days, either party may dissolve the Agreement, without any obligations to pay compensation.

Article 14. Modification of Additional Terms

14.1 NL-Lab reserves the right to adjust these Additional Terms and Conditions in the interim on the basis of experience gained and progressive insight. However, deviations from the Additional Terms and Conditions are only valid if they have been explicitly communicated to the Client in writing.

14.2 Changes will be announced by e-mail to the Client or another channel of which NL-Lab can prove that the Client has been notified about the renewed version.

14.3 The amended terms and conditions are deemed to have been accepted if the Client has not objected in writing to the amended terms and conditions within 14 days after the amended terms and conditions have been sent to him or have become known to him.

14.4 If the Client does not agree with the changes, NL-Lab may terminate the Agreement until the date on which the new terms and conditions take effect.

15. Applicable law

15.1 These Additional Terms and Conditions, every Agreement and Quotation between NL-Lab and the Client are governed by Dutch law.

15.2 Disputes between the Client and NL-Lab as a result of the Agreement or the execution thereof will be decided by the competent court in the district of NL-Lab, unless the law expressly designates another court as competent.

15.3 The parties will appeal to the court after they have made every effort to settle a dispute in mutual consultation.

16. Final provision

16.1 Please send all correspondence regarding an Agreement or these Additional Terms to NL-Lab.nl or to the e-mail address indicated on the website.

16.2 In these Additional Terms and Conditions, "in writing" also means communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

16.3 If any provision in these Additional Terms and Conditions and/or Agreement should prove to be void or voidable, the other provisions shall remain in full force and effect.

16.4 NL-Lab is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over NL-Lab or its business activities.

16.5 Should any conflict arise between the Dutch language version of these Additional Terms and Conditions and any translation hereof, the Dutch language version shall be controlling.
