

- General Terms & Conditions **BIOTRACK, B.V.** (hereafter "BIOTRACK").

These are the General Terms & Conditions of Sale for BIOTRACK

1 Definitions

In these General conditions of Sale (the "Conditions"):

Confidential Information means:	any information concerning the business of BIOTRACK or the Products which is not in the public domain. The obligation of confidentiality provided hereunder shall survive the expiration or termination of this Agreement, for any reason.
Contract means:	any order confirmation made by BIOTRACK in writing to the Customer and any change or addition to such order confirmation;
Customer means:	any individual or corporate body who purchases Products from BIOTRACK or with whom BIOTRACK enters into or negotiates a Contract;
Intellectual Property:	all the technology, trade secrets, know-how, information and other documentation ("Intellectual Property");
BIOTRACK means:	BIOTRACK B.V., a private limited company incorporated in Leeuwarden, with Chamber of Commerce nr. 52068781 and with offices located at Einsteinweg 49, (8912AP), Leeuwarden, the Netherlands;
Order means:	any instruction or order placed by the Customer to or with BIOTRACK;
Products means:	all goods and services that are the subject matter of a Contract, and all work to be carried out by BIOTRACK in that context;

2 Applicability

- 2.1 These conditions are part of all Contracts and apply to all (legal) acts done in that context by BIOTRACK and the Customer.
- 2.2 Applicability of any general or special conditions of the Customer are hereby excluded.
- 2.3 Changes or additions to any of the terms of Contract and/or these Conditions shall be valid only if approved by BIOTRACK in writing.

3 Offers and Making of Contracts

- 3.1 Offers or quotations by BIOTRACK do not bind BIOTRACK and serve only as an invitation to place an Order.
- 3.2 A Contract shall be effected only if and when BIOTRACK confirms an Order in writing or commences execution of an Order.

4 Prices and Payment

- 4.1 All payments must be made within fifteen days after the invoice date or, if agreed otherwise, within the period as agreed in the Contract, all this without prejudice to BIOTRACK's right to demand payment in cash. BIOTRACK reserves the right to deliver cash on delivery.
- 4.2 The Customer shall be deemed at law to be in default as against BIOTRACK, without demand for payment or notice of default being required, by the mere expiry of the period mentioned above under 4.1 without payment in full has been made within the said period, or in the event of, prior to the expiry of the said period, the Customer having filled a petition for an official moratorium, being declared bankrupt, being placed in receivership, going into liquidation, or any property of the Customer being attached under execution.
- 4.3 The Customer shall owe interest on the total amount of the outstanding balance at the rate of 1 % per month or part of a month accruing from the time as referred to under 4.1 and 4.2.

- BIOTRACK shall further have the right, should there still exist any obligations on its part as against the Customer, to suspend these until the Customer has completely fulfilled all his obligations, without prejudice to BIOTRACK's right to claim damages.
- 4.4 The Customer shall further be obligated to compensate BIOTRACK for the loss sustained and the expenses incurred in order to collect the outstanding balance from the Customer, all this with a minimum of EUR 150,00 per invoice.
- 4.5 Title to the work/goods delivered shall remain in BIOTRACK until payment in full is made of the purchase sum. The Customer shall further irrevocably empower BIOTRACK to enter the place where the goods are to be found, to inspect the goods in order to ascertain their condition, or to remove the same in pursuance of the provisions as set forth hereinafter in this article. In the event of default on the part of the Customer as contemplated under 3. or 4 above, BIOTRACK shall be entitled to remove from the Customer all that which in pursuance of these terms and conditions shall be its property, without prejudice to all other rights to which BIOTRACK may be entitled in virtue of such default. Title to the work/goods shall not pass to the Customer until the latter has fulfilled his obligations under the contract, being included thereunder the obligations arising out of these terms and conditions of delivery and payment.
- 4.6 Under no circumstances shall set-off of debts be allowed.
- 4.7 Claims, both in respect of work undertaken or goods delivered, and in respect of invoices, shall not be deemed to have been received unless they have reached BIOTRACK in writing, in registered mail or with advice of delivery, within eight days after the date of dispatch of the goods and/or invoice date.

5 Reservation of Ownership

- 5.1 BIOTRACK retains title to any Products until the Customer has paid BIOTRACK in full for those Products.
- 5.2 The Customer may sell the Products that are still owned by BIOTRACK only if and to the extent that such sale or delivery is necessary in the normal course of the Customer's business. The Customer shall not be authorized to hire out or give others the use of the Products or to create any charge or other encumbrance on the Products.

6 Delivery Times

- 6.1 Following a due acceptance of an order BIOTRACK will use reasonable endeavors to deliver the Products by the agreed delivery dates, but delivery dates are estimates only and time of delivery is not of the essence.
- 6.2 The delivery times shall commence no earlier until BIOTRACK is in the possession of all requisite data and/or auxiliary materials.
- 6.3 BIOTRACK shall at all times have the right to make delivery of Products by installments.

7 Delivery and Risk

- 7.1 Delivery will be effected in accordance with the most recent edition of the Incoterms of the International Chamber of Commerce, in Paris at the date of acceptance of the order concerned. The relevant Incoterm will be agreed for each Contract.
- 7.2 If the relevant Incoterm as referred to in Article 7.1 has not been specified in the Contract, the delivery shall be effected in accordance with the Incoterm EXW (ex-works) production site BIOTRACK.
- 7.3 Failure by the Customer to take delivery of the Products on the agreed date shall constitute an event of default and the Customer shall be liable to compensate BIOTRACK in full for all loss arising therefrom. Upon occurrence of the event of default BIOTRACK may store the Products at the Customer's expense and risk or may sell the Products to a third party. The Customer shall remain liable for payment of the purchase price of the Products at the Customer's expense and risk or may sell the Products to a third party. However, if BIOTRACK has sold the Products to a third party the aggregate sum payable by the Customer shall be reduced by the net proceeds of that sale.

8 Inspection and Complaints

- 8.1 The Customer shall inspect the Products immediately on delivery.
- 8.2 BIOTRACK shall not be liable for defects or shortages that the Customer could have found on reasonable inspection unless the Customer notifies BIOTRACK in writing within fourteen (14) days after delivery.
- 8.3 Defects which by their nature cannot reasonably be discovered within the period stated in Article 8.2 must be reported in writing to BIOTRACK promptly when discovered by no later than fourteen (14) days after finding the defect.
- 8.4 Upon discovery of any defect the Customer must immediately stop the use, processing, application and/or installation of the defective Product(s), and the Customer must further do everything reasonably possible to prevent (further) damage.
- 8.5 The Customer shall give all co-operation needed for the examination of a complaint including giving BIOTRACK the opportunity to carry out (or having another carry out) an investigation into the conditions in which the Product(s) concerned is/are used, processed, applied and/or installed.
- 8.6 The Customer may not return Products alleged to be defective unless and until BIOTRACK has agreed to their being returned. Expenses reasonably incurred in returning any Product will be reimbursed by BIOTRACK only if a complaint about the Product has been made on time and by the correct method and is well-founded.

9 BIOTRACK's Warranty

- 9.1 BIOTRACK warrants, subject to Article 8.4, that the Products shall be of satisfactory quality and free from defects in workmanship and materials for a period of one (1) year from the delivery date to customer's ship to address
- 9.2 Providing that a complaint is satisfactorily proven and well-founded, provided the complaint has been made within the warrant period as defined in 8.1, and provided that the complaint has been made in time, BIOTRACK will at its discretion either (i) replace the defective Products, or (ii) properly repair the Products concerned – and if necessary to that, make modifications to the Products -, or (iii) refund (part of) the invoiced price or credit the Customer for the amount invoiced. The fulfillment of one of these undertakings shall constitute a full discharge of BIOTRACK's obligations and BIOTRACK shall not be liable for any further reparation or damages.
- 9.3 The Customer shall have no claim under this Article if without BIOTRACK's prior written approval, changes or repairs have been made to the Products, or components/parts (including consumables) not supplied by BIOTRACK have been incorporated or applied in the Products, or if the Products have been used for other purposes than for which they are intended, or if the Products have otherwise been wrongly or improperly treated or maintained, or if the Customer is in material default of fulfilling his obligations to BIOTRACK
- 9.4 Damage resulting from normal wear and tear is excluded from any guarantee or warranty.
- 9.5 BIOTRACK shall in no event be liable for any defects resulting from designs furnished by Customer.
- 9.6 Modifications made at customers request do not extend this original warranty by any timeframe without specific written permission from BIOTRACK

10 BIOTRACK's Liability and Indemnity

- 10.1 BIOTRACK shall not be liable for any defect in the Products otherwise than as provided in and pursuant to Article 9. In any event BIOTRACK's contractual and statutory liability shall at all times be limited to the amount of (that part of) the agreed price of the Product in respect of which that liability has arisen.
- 10.2 BIOTRACK shall not be liable either by law or by Contract for any consequential, incidental, special or indirect damages caused by or arising out of the Products.

11 Intellectual Property

- 11.1 Title and ownership of the Intellectual Property regarding the Products shall remain in BIOTRACK. The Customer shall not be permitted to use the Intellectual Property aforesaid for any other purpose than indicated by BIOTRACK.

- 11.2 The Customer shall not be permitted to disclose to third parties the Intellectual Property referred to in the preceding paragraph or the data included therein, unless otherwise approved by BIOTRACK in writing.
- 11.3 The Customer shall not manufacture or have manufactured any product that is similar to or in any way competes with the Products of BIOTRACK.
- 11.4 The Customer shall not be permitted to alter or remove trademarks, brand names or other identification marks affixed to or printed on the Products or the packaging or containers of the Products, or to modify, alter or copy the Products or any part of the Products.
- 11.5 BIOTRACK represents that to the best of its knowledge the Products do not infringe any third party's intellectual property rights in The Netherlands. In the event of any claim or action by third parties on grounds of infringement of such rights, BIOTRACK may if necessary replace or modify the Product concerned or cancel the Contract or part of the Contract.
- 11.6 The Customer shall promptly notify BIOTRACK of any claim or action by a third party concerning infringement of intellectual property rights in relation to the Products.

12 Confidentiality

- 12.1 Customer shall ensure and treat at all times, during the term of the Contract and after termination or expiration thereof, strictly confidential any and all Confidential information concerning the Products or the business affairs of BIOTRACK which Customer may acquire during the course of performance of the Contract.
- 12.2 Customer shall not use such Confidential information for any purpose other than in furtherance of its obligations under the Contract.
- 12.3 Customer shall be responsible for seeing to it that its officers, employees and representatives shall abide by the provisions of this Article. In the event of their failure to do so, Customer shall be liable towards BIOTRACK for any direct or indirect damages arising as a result thereof.
- 12.4 Customer acknowledges and agrees that any right, title and interest in and to the aforesaid Confidential information is vested in BIOTRACK and that such information is the sole property of BIOTRACK.
- 12.5 The obligation of confidentiality provided hereunder shall survive the expiration, cancellation or termination of the Contract, for any reason, provided.
- 12.6 Violation by Customer of the obligations of this Article shall constitute an event of default, without BIOTRACK being required to give any notice of default, in which case Customer shall forfeit an immediately payable penalty of 10.000 EURO per month, entirely without prejudice to the right of BIOTRACK to demand from Customer compensation for the excess loss BIOTRACK has suffered or will suffer.

13 Applicable Law and Forum

- 13.1 These Conditions and any Contract shall be governed by and construed in accordance with the laws of the Netherlands. Applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.
- 13.2 Unless otherwise prescribed by mandatory rule of law, any dispute which might arise from or in connection with any Contract or these Conditions shall be submitted to the court of competent jurisdiction in Leeuwarden, however without prejudice to BIOTRACK's right to bring any action against the Customer, whether or not concurrently, in any other court of law which has the power to hear and decide on the case.

These General Conditions were filed at the "Kamer van Koophandel" (Chamber of Commerce) in Leeuwarden, The Netherlands.
