



# dr. van haeringen laboratorium b.v.

P.O. Box 408, NL-6700 AK Wageningen, The Netherlands

## GENERAL CONDITIONS 2006

### Article 1 - Definitions

The following definitions are used in these general conditions:

- VHL: the private limited company "Dr. Van Haeringen Laboratorium B.V.", having its registered office in Wageningen.
- The Client: each legal entity or natural person on whose behalf VHL carries out work.
- Commission: work carried out on behalf of the Client.

### Article 2 - Applicability

1. These general conditions govern all Commissions.
2. These general conditions also govern all offers or quotes by VHL.
3. Applicability of the Client's general conditions is explicitly excluded.
4. These general conditions are stipulated on behalf of all persons working for VHL, the director(s) of VHL and all engaged legal entities.

### Article 3 - Conclusion of a Contract

1. All verbal offers by VHL are without obligation. A written offer or quote is valid for a period of one month, unless indicated otherwise in writing.
2. A Contract is concluded following written confirmation by VHL, unless VHL has already commenced performance of the Contract.

### Article 4 - Prices

1. A Contract is concluded subject to the price indicated in writing by VHL; if no price is indicated, the price according to VHL's most recent price list will apply.
2. All prices are quoted in euros and are exclusive of BTW (Dutch VAT) and forwarding charges.
3. Work additional to that specified in the Contract will be charged in the event the Client makes changes to the Commission or the conditions under which the Commission is to be carried out.
4. Additional work will be included in full in the final settlement.
5. Cost-increasing factors not attributable to VHL, such as an increase in taxes or prices due to changes to regulations applicable to the Contract, are charged as additional work.
6. The absence of a written instruction for additional work is without prejudice to VHL's right to charge for such.

### Article 5 - Performance

1. VHL will perform the Contract subject to the conditions and regulations stipulated by the parties or the government, as well as those generally accepted within the sector.
2. The Client will ensure that VHL has timely access to the material in order to commence with the Commission. VHL is entitled to charge costs in the event the Client fails to comply with this provision.
3. The Client assumes full responsibility for and guarantees the correct origin and identity of the material.

### Article 6 - Completion

1. While VHL will seek to meet the agreed completion date, time is not of the essence. VHL will consult with the Client in case of late completion.
2. If VHL has completed a Commission or if the results of the research conducted by VHL have been sent to the Client, for a period of eight days after completion or sending the Client has the opportunity to present a written notice, with grounds, of a shortcoming in performance. If the shortcoming could not be detected upon completion or receipt of the results, the shortcoming must be reported within eight days after the Client knew or could have known of the shortcoming.
3. If the Client has not reported any shortcoming, or has not reported such in time, in writing or with grounds, any right of the Client to compensation which is directly or indirectly connected with the Commission will lapse.

### Article 7 - Liability and insurance

1. In the event of defects in the performance of a Commission and in particular laboratory research, VHL's liability, on any basis whatsoever: (a) in invoices up to € 1,000 is limited to a maximum of € 2,500, (b) in invoices from € 1,000 to € 2,500 is limited to a maximum of € 5,000 and (c) in invoices over € 2,500 is limited to a maximum of two times the invoice value of the Commission.  
If a Commission is instructed for several activities at the same time, each activity is deemed an individual Commission.
2. VHL's liability for lost profit, lost turnover, lost savings and loss caused by stagnation (in operations) and other forms of trading loss is excluded.
3. The Client indemnifies VHL against claims of third parties insofar as these exceed the limitation of liability referred to under 1 or relate to the exclusion of liability referred to under 2 above.

### Article 8 - Payment and retention of title

1. The Client is to effect payment within 14 days after the date VHL has sent the invoice. Set-off and/or suspension is not permitted in this respect. If the Client has not paid within said term, he shall be legally in default.
2. As of the date of default the Client owes the statutory trading interest on the outstanding amount, even if there is no trade contract.
3. After the Client is in default, VHL is entitled without further notice of default to bring proceedings for payment of the outstanding amount. All related extrajudicial costs are at the Client's expense. The extrajudicial costs are fixed at a minimum of 15% of the outstanding amount with interest.
4. VHL is entitled to suspend the issue of all property of the Client and the results of research, until the Client has fulfilled its payment obligations under the Contract, including all amounts owed by the Client as a result of default.

### Article 9 - Cancellation

1. The Client can cancel a Commission free of charge one week prior to the agreed commencement date. However, if VHL has ordered special materials or made preparations, the Client will reimburse these costs, with a minimum of 10% of the agreed contract price.
2. In case of cancellation within one week of the agreed commencement date, the Client will compensate VHL for the damage incurred, with a minimum of 50% of the agreed contract price.

### Article 10 - Dissolution

1. VHL reserves the right to dissolve the Contract without intervention by a court of law and to terminate performance of the Commission in case the Client fails to comply in full with one or more of the obligations under the Contract, in case the Client dies, is placed under tutelage, applies for a suspension of payments, is declared insolvent, is placed under the legal debt rescheduling arrangement, moves his place of residence or registered office outside the Netherlands, or if the material is placed under attachment.
2. In the event of dissolution VHL is entitled to compensation of costs, loss and interest.

### Article 11 - Storage of data and material

1. Written documents made available by the Client are stored by VHL for 5 years. The original documents will be surrendered to the Client on request, subject to VHL's right to make copies thereof.
2. Materials made available by the Client are stored by VHL for a maximum period of 12 months, after which VHL is entitled to destroy the materials, unless the Client has requested VHL in writing to extend the storage period.

### Article 12 - Applicable law, competent court, translation and filing

1. All Contracts between VHL and the Client are governed by Dutch law.
2. In the event of disputes ensuing from this Contract the district court of Arnhem has jurisdiction, unless the subject-matter falls within the jurisdiction of the subdistrict court.
3. These general conditions are drawn up in Dutch and English, whereby only the Dutch text is binding.
4. These general conditions are valid since 1 July 2006 and have been filed with the Chamber of Commerce for Arnhem on 30 June 2006 under number 09112692.