

General Terms and Conditions for the private company with limited liability, Promicol B.V., with its registered office in Sittard at Nusterweg 119, hereinafter referred to as 'Promicol'.

I. General

1. In these General Terms and Conditions, the following are interpreted as:
 - a. Promicol BV: Promicol BV in Sittard, and the companies affiliated with the group
 - b. Client: the company, under Dutch or foreign law, purchasing goods and services from Promicol
 - c. Assistants: companies and natural persons, enlisted by Promicol in order to accomplish supplies to the Client, such as transport companies, couriers, etc.
 - d. Incoterms: the transport conditions, such as ex works, free carrier, FAS, FOB, CFR, CIF, etc. maintained by Promicol.
 - e. ATP: Adenosine Tri Phosphate
 - f. Reagents: substances, liquid or solid substances, used for regulation of ATP in products, by means of a measuring set that uses a photomultiplier.
2. These General Terms and Conditions are applicable to all offers, quotations, orders, agreements and commitments between Promicol and third parties, hereinafter referred to as the Client, and the execution thereof.
3. That stipulated in these General Terms and Conditions may only be deviated from if, and for as far as agreed to explicitly in writing. Said written agreement should be signed by Promicol's management. Such deviation is only valid for the order for which it was agreed to.
4. Any general terms and conditions maintained by the client are explicitly excluded, unless these general terms and conditions have been accepted by Promicol explicitly and in writing. Furthermore, such acceptance may not be inferred from Promicol's failure to dispute a declaration by the Client, in which the Client states that they do not accept Promicol's conditions and in which they declare their own conditions applicable.
5. If one or more of the stipulations in these General Terms and Conditions are declared invalid or will be declared invalid, whether entirely or in part, at any given time, the remainder of the stipulations within these General Terms and Conditions will remain in full

force. Promicol and the Client will then negotiate new stipulations in replacement of the invalid or annulled stipulations, in which case the goal and extent of the original stipulations will be taken into consideration, to the extent possible.

2. Offers

1. All offers by or through Promicol will be obligation free, unless an acceptance term is indicated in the offer. An offer is only binding if made by Promicol in writing, under indication of a term during which the offer will be acceptable. Such acceptance can only occur in writing.
2. Quotations issued by Promicol will only be valid for 30 days, unless indicated differently. Promicol will only be bound by such quotations if acceptance thereof is confirmed by the Client in writing and within 30 days, unless indicated differently.
3. Promicol will not be bound by such acceptance, should the acceptance deviate from the offer included in the quotation. The agreement will then fail to take effect in accordance with this deviating acceptance, unless indicated differently by Promicol, in writing.
4. Prices, versions and similar information conveyed in printing are subject to change and Promicol will therefore not be bound by these. No rights can be derived from Promicol with regard to any possible statements concerning the product in printed advertisement material.
5. The offers issued by Promicol, as well as the drawings, calculations, descriptions, models and similar topics, are subject to Promicol's intellectual rights and will remain the property of Promicol. The Client will be responsible for any charges involved in copies or extra copies of technical specifications, drawings and such requested by the Client.
6. The distributor / end user will obtain the right of use for the Promicol program for the duration of the distributor / end user's right of ownership, through full payment of the invoices issued by Promicol. This right of use cannot be transferred, unless Promicol agrees to this transfer explicitly. Promicol can demand special conditions to this transfer.

3. Delivery times

1. The delivery times indicated by Promicol will apply from the day on which Promicol accepts a written order for delivery. These delivery times are only applicable by approximation and can never be considered a fatal deadline.
2. Exceeding of the delivery time, regardless of the reason for it, will never result in Promicol being held liable for compensation to the Client for damages incurred by the Client or by a third party, unless it can be attributed to intentional actions or serious misconduct on the part of Promicol. The Client will also not be entitled to dissolution of the agreement as a result of the delivery time being exceeded, nor may the Client fail to observe or suspend any obligation resulting from the agreement or from another transaction with Promicol.
3. The Client will, however, be entitled to dissolution of the agreement, in the event that the delivery time is exceeded, and after having issued a default notice to Promicol, allowing for a reasonable time of at least 14 days in which the agreement can be observed. Dissolution will, however, not give the Client any rights to compensation from Promicol, nor will it give the Client the right to fail to observe obligations towards Promicol, based on other grounds.

4. Delivery and shipment

1. Delivery takes place under the conditions agreed to between Promicol and the Client, in which case the terms and conditions of delivery will be handled in accordance with the Incoterms.
2. The Client is obliged to accept the item(s). If the Client fails to accept the item(s), it (they) will be retained at the risk and account of the Client.
3. Unless agreed to differently and in writing, Promicol will be entitled to delivery of an order in its entirety or to deliver after part thereof has become available, successively. If Promicol delivers in part, Promicol will be entitled, per invoice, to request payment on a partial delivery, in accordance with the applicable terms and conditions of payment.

5. Retention of ownership

1. The items delivered by Promicol will only become the property of the Client once the Client has paid Promicol in full for everything associated with the delivery – this does not only entail the purchase price, but also possible interest charges and costs.

2. If the Client fails to pay that which is owed, the Client will, at the first request of Promicol, indicate the place where the applicable items are stored, and will allow Promicol to repossess the items. Failure to do so will result in a fine, payable to Promicol immediately, in the amount of Eur 500, for every day or partial day for which the Client fails to observe this obligation.
3. The Client will be reimbursed for the value of the items, as reasonably assessed by Promicol, should Promicol be moved to repossess the intended items, after deduction of the costs involved in repossession, without prejudice to Promicol's right to compensation for any damages incurred by Promicol in this regard.
4. The Client will not rent or pawn the products, nor will the Client provide the products on loan, for as long as the products are not yet the Client's property.
5. If external parties should seize the items supplied under retention of ownership, or proceed to attach rights to these, the Client will be obliged to inform Promicol thereof immediately.
6. If the Client adapts the items supplied by Promicol, and as a result of business formation, merger, accession, or in any other way, the retention of ownership on the part of Promicol with regard to the supplied items, becomes invalid, in which case a new property right is created, Promicol already establishes, at this time, a right of pledge on the new items, resulting from, amongst other things, one or more items supplied by Promicol. The Client is obliged to provide their cooperation for the deed intended in Article 3:237 of the Dutch Civil Code; required to establish the right of pledge in this regard. Promicol will be responsible for registration of the deed described above. The Client is obliged to insure the items supplied under retention of ownership, and to keep these items insured for fire, explosion and water damage, as well as for theft, and to provide the insurance policy for inspection at the first request.

6. Acceptance and complaints

- I. The Client is responsible for verification of quantities delivered. Quantities or number of pieces on the bill of lading, delivery note, or any other document certified for that purpose, will be considered correct, unless the Client indicates the shortages on the relevant proof of receipt immediately. The Client should communicate the indicated shortages to Promicol within 5 working days after delivery, in a detailed and written format, so that Promicol will be able to respond adequately.

2. The Client should submit any complaints with regard to the quality of items and / or specification discrepancies to Promicol in writing, within 5 working days after receipt, under reference of the article and the nature of the complaint.
The Client must test the product that was purchased, for proper functioning, before accepting it and using it in any way.
3. The Client should allow Promicol the opportunity to inspect the items that were delivered, in an unchanged state, in order to ascertain whether the complaint is just, or not. Not allowing Promicol to perform such inspection will result in expiry of the right to complain.
4. Complaints will not give the Client any right to suspend payments to Promicol, whether entirely or partially, unless the supplied item does not comply with the agreement in any way. Compensation on the part of the Client is never allowed. Promicol will never compensate the Client, unless specified explicitly by Promicol in the applicable General Terms and Conditions.
5. Complaints do not discharge the Client from their obligation to receive pending deliveries or items still to be delivered.
6. Promicol is only obliged to take notice of complaints that were submitted when the involved Client, at the time of invoking their right to complain, has complied with all obligations toward Promicol, regardless of which agreement these obligations stem from between the parties.
7. Items involved in a complaint should be stored by the Client at own risk and for own account. The Client should, in this case, take care of the items with all reasonable and usual care, in which adequate insurance against the usual risks is included.

7. Pricing

1. All Promicol prices and rates are in Euro, exclusive of VAT and other charges that may be imposed by government at the moment on which the order was accepted.
2. Prices are based on prices (of equipment and raw materials), electricity, fuel, exchange rates, wages, salaries, social security charges, government taxes and freight charges, as they apply during the offer. If, after confirmation of the order, significant increases are experienced in one or more of the above mentioned cost price factors, or if any other circumstance that

contributed in the price calculation has undergone considerable price changes, Promicol will be entitled, upon acceptance of the order, to increase the agreed to price accordingly, with due consideration of possible relevant legal provisions.

3. Price increases that are based on one of the above mentioned sections, will not give the Client the right to call on dissolution of the agreement, unless the price increase amounts to more than 10% of the entire order.

8. Force majeure

1. Under these General Terms and Conditions, force majeure means, in addition to that which is understood thereunder by law or jurisprudence, all circumstances that, based on their nature, whether planned or unplanned, result in Promicol being reasonably unable to observe or continue observance of the agreement. Failure to deliver, untimely delivery, or insufficient delivery to Promicol, by its supplier – regardless of the reason – is considered such a circumstance. Also included under these circumstances are strikes within Promicol's company or within the companies of its assistants.
2. If Promicol anticipates, pursuant to force majeure, that the agreement entered into, in its entirety or partially, or the portion still to be carried out, will not be observed, or if the delivery time will, as a result, be exceeded by more than two months, Promicol will be allowed to call for dissolution of the agreement, or for suspension of its commitments, without any compensation being applicable to parties in either of these events.
3. If it already involves partial execution on the part of Promicol, said dissolution can only relate to future activities and the Client will be obliged to pay the price and costs, in proportion with the part of the agreement already executed.

9. Payment

1. All costs related to the payment of the amount owed to Promicol will be charged to the Client. If it involves payment in foreign currency, the foreign currency will be converted to Euros by Promicol's bank, on account of the Client, at the daily exchange rate.
2. Payment must occur within 30 days after the date of invoice, or after (partial) delivery. If payment does not occur within the indicated time, the Client will - *without further written default notice* - be in default, and an interest on arrears, amounting to 1% per month, will apply, unless the legal interest rate is higher, in which case the legal interest rate will apply

for the invoice amount owed. The interest due on the claimable amount will be calculated from the moment on which the Client is in default of payment, until the moment on which the payment is made in full.

3. If the Client fails to observe one or more of their obligations, regardless of the basis thereof, whether in full or inadequately, or in an untimely fashion, all obligations on the part of Promicol, regardless of the name under which, or the basis on which these were entered into with the Client, will be suspended until the relevant obligations have been observed.
4. Payments should always be made without any discount or settlement of amounts.
5. Payments made by the Client will always be applied towards costs or interests first, and then only to the oldest outstanding debt, even if the Client has named their payment differently.
6. That owed by the Client for delivered goods will be claimable in its entirety, immediately, should the Client pass away, be placed under guardianship, request provisional suspension of payment, be declared bankrupt, as well as in the event of a third party seizure to their assets or to a share thereof.
7. When Promicol deems it necessary to hand collection over to a debt collection agency, in the event of late payment, the costs involved therein will be charged to the Client. Promicol may choose to impose a tariff on the Client, for the actual costs incurred by Promicol, or for an amount equal to 15%, calculated based on the total amount owed to Promicol, to be increased by interest on arrears, with a minimum of Eur 150 per invoice.
8. Promicol reserves the right to request security for payment, at all times, in view of timely payment for activities already performed.
9. Promicol is entitled to suspension of its commitments towards the Client or to refuse execution of these commitments, for as long as the Client – in Promicol's opinion – fails to provide adequate payment security.

10. Warranty and liability

1. A warranty will be provided on supplied instruments, for a term of 1 year, to be calculated from the date of delivery, on condition that the accompanying warranty card is returned, completed in full, within 30 days after delivery.

2. Pursuant to this warranty, Promicol will be obliged to repair or replace the instruments in question, free of charge, based on the discretion and selection of Promicol, if these instruments appear to lack the features that may reasonably be expected by the Client, in view of the specific purpose for which Promicol trades the product.
3. Reagents will be guaranteed up to their use-by date, as indicated on the original packaging. If a use-by date is not indicated, a term of 6 months will apply, to be calculated from the date of delivery, on condition that use and storage occurred in accordance with Promicol's directions.
4. Pursuant to this warranty, Promicol will be obliged to replace the chemicals / reagents in question, free of charge, if these chemicals / reagents appear to lack the features that may reasonably be expected by the Client, in view of the specific purpose for which Promicol trades the product.
5. The warranty indicated in Articles 10.1, 10.2 and 10.3 of these General Terms and Conditions will expire if the defect is a result of indiscriminate use; or use that does not correspond with the directions for use for the products; or on account of indiscriminate maintenance; or if used for purposes other than those for which the products were manufactured; or if Article 6.2 of these General Terms and Conditions was violated; or if any payment is still outstanding.
6. Compliance with the warranty obligation will apply as the only and complete form of compensation. For this reason, Promicol will never be liable for any indirect loss or commercial loss, regardless of the basis or nature thereof, unless the loss is a result of intentional actions or severe misconduct on the part of Promicol's managers or supervisory personnel, and unless it involves product liability in the sense of Article 6:185 and so on, in the Dutch Civil Code.
7. If, despite Promicol's caution, Promicol is still liable in some way, Promicol will never be liable for more than that which will be paid out by its insurer in the event of such claim.

11. Transfer of risk

The risk of loss or damage of the supplied items will be transferred to the Client at the moment on which these items are legally delivered to the Client, in accordance with the terms and conditions of delivery agreed to between the parties in the quotation or order.

12. Dissolution

In the event of failure to observe obligations on the part of the Client, also including failure to make payments on the agreed date, Promicol will always be entitled to call for partial or full dissolution of the agreement, or to demand observance thereof, without prejudice to Promicol's right to claim compensation, in which case Promicol will also be entitled to cancel all other current transactions with the Client, based on the same conditions, to the extent that these have not yet been carried out; Promicol will still remain entitled to all applicable claims and amounts due in relation to each cancellation.

13. Confidentiality

1. Promicol and the Client are committed to preservation of confidentiality with regard to all confidential information obtained by either party in the scope of the agreement, or from any other source, subject to a fine in the amount of Eur 20,000 per offence and Eur 200 per day that the offence continues, claimable immediately. Information applies as confidential if the other party declared this to be so, or as a result of the nature of the information.
2. If, pursuant to a statutory provision or a legal verdict, Promicol is held to disclose confidential information to external parties indicated by law or through the jurisdiction of the judge, and the Client is unable in this regard to call on a legal right to refuse to give evidence or one acknowledged or allowed by the jurisdiction of the judge, the Client will not be obliged to compensation or recompense and the counter party will not be entitled to call for dissolution of the agreement pursuant to any loss resulting from this.

14. Disputes

1. Any dispute arising between the Parties emanating from this contract or being connected therewith, direct or indirect, shall, at the option of Promicol be submitted to either by the court at Maastricht, the Netherlands, or to the court that is competent in accordance with the general rules of competence.
2. Only the Netherlands law shall be applicable to the agreement and to all disputes resulting from these.

3. The applicability of the Vienna Sales Convention is specifically excluded.

15. Amendments to the General Terms and Conditions

1. Promicol reserves the right to amend or to add to the General Terms and Conditions.
2. Amendments will also apply to agreements already in effect, subject to a 30 day period in which the amendment must be announced in writing.