

General Terms and Conditions for Acepo

These General Terms and Conditions ("Terms") apply for all services provided and executed by the company Acepo located at 1602HA Enkhuizen, The Netherlands. These terms shall be deemed to be an integral part of all service contracts entered into by the Customer ("Customer"). They shall also apply on all future relations between the parties, even if not agreed upon expressly. If, with an enquiry of an order, other Customers' conditions are made known, these are hereby not recognised.

1. Description of Services

1.1. Analytical service

Acepo offers an analytical service of cells and pollen that are provided by the Customer.

- a. The samples are sent to Acepo by the customer as agreed in the order confirmation.
- b. The Customer provides the samples along with the Acepo sample submission form. The customer is solely responsible for the correct labelling and shipping of the samples.
- c. Acepo reserves the right to refuse to accept any sample(s) for analysis. Reasons for rejection are e.g. damaged, not clearly labelled samples, samples that are hazardous in nature, or not enclosed in the sample submission form. The customer will be notified of any such decision.
- d. Samples will be analysed in the order as they arrive at the premises of Acepo. Acepo aims to analyse the samples within three days after their arrival. Request for urgent analysis will be considered and may be subject to an additional fee. This will be discussed with the Customer prior analysis.
- e. The results of the analysis will be sent to the Customer by email or any other form that has been agreed on.

1.2. Advice and Consultancy

Acepo also offers advices based on the results of the analysis if requested by the customer.

1.3. Research, development, and education

Acepo executes research and development or educational projects in the premises of the Customer based on a project proposal and a signed agreement or contract.

2. Health and Safety

2.1 Customer information duty

The Customer has to inform Acepo of any hazard in relation to the submitted samples.

2.2 Customer responsibility

Acepo will hold the customer responsible for any injury or illness resulting from handling samples that are not clearly labelled as being of a hazardous nature.

3. Liability

Acepo's liability arising out of these Terms shall not exceed the price paid by the Customer for service concerned. In no event shall Acepo be liable to the Customer or any other entity for any special, consequently, incidental or indirect damages or lost profits, however caused, whether for breach of contract, negligence or otherwise, and whether or not Acepo has been advised of the possibility of such damage. These limitations shall not apply in of wilful intent or gross negligence by Acepo.

4. Retention of ownership

4.1 Material

The customer retains full ownership of all material sent to Acepo. The provided material will only be used for the analysis as described in the order and not used or distributed elsewhere. The material will be destroyed after analysis.

4.2 Results

Analysis results or services delivered to the Customer remain Acepo's property until the payment of the full price of the order and other receivables from previous deliveries.

5. Quotation and Acceptance

Acepo's quotations are valid for a period of 30 days from the day of the quotation if no other terms is shown. Prices for repeat orders are non-binding. Customers' orders are legally validated by Acepo's confirmation, whose content is solely definitive for the contractual relationship. Telephone or oral

agreements and arrangements require a written confirmation for legal validity.

6. Events outside Acepo's Control

6.1 Force Majeure Event

Acepo will not be liable or responsible for any failure to perform, or delay in performance of any of Acepos's obligation under a contract that is caused by events outside our reasonable control (Force Majeure Event).

6.2 Description Force Majeure Event

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular and without limitation the following:

- a. Strikes, lock-outs, or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of, war, or threat/preparation for war.
- c. Fire, explosion, storm, flood, earthquake, eruptions, subsidence, epidemic or other natural disaster.
- d. Impossibility of using railways, shipping, aircraft, mother transport or other means of public or private transport.
- e. Impossibility of using of public or private telecommunication networks.
- f. The acts, decrees, legislation, regulation or restrictions of any government.

6.3 Reaction to a Force Majeure Event

Acepo's performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and Acepo will have an extension of time for performance for the duration of that period. Acepo will use its reasonable endeavours to bring the Force Majeure Event to a close or find a solution by which Acepo's obligations under the Contract may be performed despite the Force Majeure Event.

7. Payment conditions

7.1 Prices and VAT

The price of the analysis or other services of Acepo shall be as agreed between the Customer and Acepo. The currency to be used for all payments

towards Acepo are in Euro (€). The price is free of expenses, ex-change rates or other costs due to accounting. The price shall be subject to VAT at the prevailing rate if applicable.

7.2 Payment terms

Payment terms are 30 days from the receipt of the invoice. Non-compliance with the payment period constitutes the Customer's default, without a reminder being necessary. In the case of a delayed payment, interest is charged at the normal bank interest rate for current account overdrafts. Discounting and redemption fees, resulting from payment by bill of exchange, cheque or other payment orders are chargeable to the Customer. Bills of exchange and cheques are only considered as payment after their redemption. If a Customer does not comply with their liability to pay or if Acepo becomes aware of circumstances that place his creditworthiness in question all residual claims immediately become payable.

8. Governing Law and Court of Jurisdiction

These Terms shall be governed by and construed under the laws of The Netherlands. All disputes arising out or in connection with these Terms shall be submitted to the jurisdiction of the courts of The Netherlands.

9. Miscellaneous

If preceding agreement is annulled by written agreement or for other reasons become legally ineffective, all other agreements still remain valid. In place of the legally ineffective provision, an equivalent contractual interpretation applies as an allowable and valid provision.

10. Amendments to the General Terms and Conditions

Acepo has the right to revise and amend these Terms, if appropriate, in reaction to changing market conditions affecting its business, changes in technology, changes in relevant laws or regulatory requirements. All changes or amendments to these Terms together with any contradictory of supplementary agreements must be made in writing and signed by Acepo.