

1. General

1.1 These General Terms and Conditions apply to all work contracted in offers and agreements (and their execution) by the Leiden Genome Technology Center as part of the Leiden University Medical Center, hereafter referred to as LGTC.

1.2 Departures from these General Terms and Conditions are effective only if explicitly agreed in writing by LGTC and the client.

1.3 'Client' refers to the natural or legal person with which LGTC contracts the agreement. 'Order' refers to the contract in which LGTC agrees with a client to perform work for the client's organisation and in which this work is described.

1.4 All LGTC's offers are without obligation and are therefore not binding on LGTC. Offers by LGTC are valid for a period of one month, unless otherwise agreed and stated in the offer.

1.5 All prices are stated net and exclusive of VAT, unless otherwise agreed in writing.

1.6 All provisions of these General Terms and Conditions also apply to the provider's managers and staff and/or to any third parties or assistants deployed by the provider.

1.7 The application of any General Terms and Conditions of the client is ruled out.

2. Orders and test samples

2.1 Following discussion regarding the project, LGTC draws up an order confirmation or offer in writing.

2.2 The order confirmation or offer signed by LGTC and the client, and the description of the order that it contains, serve as the basis for the order. If an order is placed online, it is determined by the description on the relevant web page.

2.3 LGTC starts the agreed activity on the agreed date, but not before it has received the order confirmation or offer signed by the client. If the term for completing the work is shown in the offer, LGTC will make efforts to complete the order within this term, but this does not involve the agreement of a final term. If the term for completing the work is not shown in the offer, a term will be agreed with the client at the earliest opportunity following the receipt of the order confirmation. In no case will LGTC begin performing the work until it has received the signed order confirmation or online order. In no case is the term agreed for completing the work a final term to be observed on pain of forfeiture of rights. In the event of an overrun of the completion date, LGTC will notify the parties concerned accordingly at the earliest opportunity and the parties shall then reach further agreements.

2.4 LGTC accepts no order in which the right to payment of the fee is made entirely dependent on the result of the order. In accepting the order, LGTC undertakes no more than to perform the ordered work and to aim for a usable result for its client.

2.5 If the order involves testing biological samples, the client bears responsibility for obtaining the necessary approval for the work to be performed by the LGTC, as well as the correct delivery of the samples to be tested. The samples remain the property of the client. The client grants LGTC the right to use the samples for the order and all experiments required for that purpose, including control experiments if LGTC takes the view that it is necessary to conduct these. LGTC also has the right to destroy the samples after six months, unless both parties agree in advance that the samples will be returned at the client's expense. LGTC is not liable for damages of any kind whatsoever to the samples made available to it by the client.

LGTC acquires ownership of the materials, in the broadest sense, resulting or arising from the biological samples provided by the client and which are necessary in order to conduct the tests ordered by the client from LGTC, unless the parties agree otherwise in advance.

2.6 LGTC is not required to start a research order until it has received all the samples or data to be provided by the client. If this leads to delays, the delivery term will be extended by the delay in supply, if necessary.

2.7 The client accepts the General Terms and Conditions of LGTC and the prepared order if it signs the order confirmation or offer. Changes in the order are regarded as the placement of a new order. The Terms and Conditions remain in effect with regard to the previous order.

2.8 LGTC reserves the right to outsource part or all of its contractual obligations resulting from the contract to third parties.

3. Rights to results

3.1 The client is the owner of the results of the order, to the extent that these results fall within the definition of the order.

3.2 LGTC remains the owner of the knowledge and experience available prior to the acceptance of the order.

3.3 Reports and research results provided digitally are the property of the client.

3.4 LGTC has the right to use the knowledge arising from the execution of the order for its own purposes and/or for third parties, to the extent that its development is not the direct purpose of the placement of the order.

4. Prices and payment

4.1 The price shown in the offer is deemed to be the agreed price. If no 'fixed price' is shown in the offer, the amount payable will be determined through post-calculation based on the rates per unit of time agreed in the order. If a 'recommended price' is shown in the offer, the stated amount is no more than an estimate of the costs, without obligation.

4.2 All payments must be made within 30 days of the invoice date, without any deductions, debt settlement or discounts, unless agreed otherwise in writing.

4.3 In the event of late payment, LGTC has the right to suspend or discontinue its activities, while the payment obligation remains in effect.

4.4 If the client remains in default following a written demand to pay the said amount in full within the term set in the demand, this will result in the following, without prejudice to any of LGTC's other rights:

- All other outstanding receivables at LGTC in the client's name become immediately due and payable.
- LGTC acquires the right to charge late payment interest on the amount shown in the demand, at the statutory trading rate in effect at that time, with a minimum of 1% per month and with a part of a month being treated as a full month.
- All legal fees and out-of-court expenses incurred by LGTC, including a 15% collection charge based on the entire outstanding invoiced amount (with a minimum of €250) are payable by the client, with no need to provide proof that these costs have been incurred.

5. Force majeure

5.1 Among other things, 'force majeure' refers to a situation in which, due to exceptional circumstances such as restrictive government measures of any kind, mobilisation, war, revolution and all other circumstances that LGTC could not have foreseen and on which it has no influence, LGTC

would not have contracted the agreement, or would not have done so on the same terms and conditions had it known of such circumstances at the time when the agreement was contracted.

5.2 If LGTC cannot reasonably be required to meet one or more of its obligations due to one or more of the circumstances summarised above, it has the right to dissolve the agreement, partially or in full, or to suspend part or all of its execution, by registered mail, without the intervention of a court and with no liability to pay any compensation for damages. LGTC has the right to invoice the client proportionally, in accordance with the principles of reasonableness and fairness, for any deliveries made up to that time.

5.3 However, in the event of full or partial suspension, as referred to in paragraph 5.2, if the late execution by LGTC will alter the significance of the order for the client so radically that the client cannot reasonably be required to accept this, the client is relieved of its take-up obligations and its payment obligation for services that have not been delivered shall lapse.

6. Cancellation/termination of the agreement

6.1 LGTC reserves the right to terminate the agreement(s) with the client with immediate effect, without the intervention of a court, without liability for any compensation for damages, and without prejudice to LGTC's other rights, if the client:

- a. Is declared bankrupt or is issued with a compulsory winding up order, is granted a moratorium on payments or is declared subject to statutory debt rescheduling, applies for a bankruptcy or winding up order or is placed in administration;
- b. Any contractual (payment) obligation is not met, or is not met correctly or on time;
- c. Takes a decision to liquidate and/or discontinue its business;
- d. Loses free disposition of its assets or, if the client is a natural person, is placed in receivership or dies.

6.2 All LGTC's receivables from the client on the occurrence of one or more of the above circumstances shall become payable in full on demand, without prejudice to LGTC's right to claim full compensation for damages or loss of earnings and any costs for legal assistance. in or out of court.

6.3 In the absence of evidence to the contrary, the loss of earnings shall amount to at least 15% of the agreed price, with a minimum of €250 (exclusive of VAT).

7. Liability

7.1 LGTC guarantees that it shall perform the activities ordered with great care.

7.2 The client guarantees LGTC that it will provide full assistance for the execution of the agreed work.

7.3 Unless explicitly agreed otherwise in writing, orders are undertakings to make an effort. If the required result is not achieved, the other party is bound at all times to comply with its contractual obligations, except in the case of malicious intent, gross misconduct or gross negligence on the part of LGTC.

7.4 LGTC is liable only for damages that are a direct consequence of an attributable shortcoming in the performance of its obligations. If LGTC is liable, this is solely for direct damages suffered by the client, to a maximum of the amount that LGTC has received from the client for the work in connection with the order concerned.

7.5 LGTC is not liable for damages suffered by the client in

the application or use of the results of LGTC's work, except in the case of malicious intent or gross misconduct on the part of LGTC.

7.6 LGTC accepts no liability for damages resulting from defects in goods supplied to LGTC, unless LGTC can claim compensation for such damages from its supplier.

7.7 The liability of LGTC for the following is explicitly ruled out:

- a. Damages arising directly or indirectly through personal interpretation and/or inexpert use of the knowledge, information and other advice provided by LGTC;
- b. Damages arising directly or indirectly from the fact that LGTC's activities cannot be performed and/or cannot be performed on time, due to events and circumstances that, according to law, legal action or generally accepted views, are not attributable to LGTC;
- c. Damages that the client, its staff or third parties suffer directly or indirectly in the development of activities by LGTC, unless such damages are the result of malicious intent or gross misconduct by LGTC and its authorised representatives and unless LGTC is insured for such damages;
- d. Damages arising directly or indirectly as a result of substandard co-operation by the client, after LGTC has notified the client of such substandard co-operation;
- e. Indirect damages, which includes consequential loss and loss of earnings.

7.8 Claims by the client against LGTC must be notified within one year of the delivery of the result of the order. If the set term is exceeded, the relevant claims lapse in full.

7.9 The client indemnifies LGTC against all third party claims relating directly or indirectly to the work of LGTC, unless the claims are attributable to malicious intent or gross misconduct on the part of LGTC.

7.10 The client is liable for any loss LGTC suffers due to non-compliance with specific agreements made in writing regarding the delivery terms to be observed by the client with respect to the delivery of materials that are necessary for the execution of an order. For the purpose hereof materials are understood to include any materials that the client is to supply and that are necessary for the execution of the order granted to LGTC. The client is liable towards LGTC for any direct, indirect or consequential loss LGTC suffers as a result.

8. Confidentiality

8.1 LGTC undertakes to maintain the confidentiality of the results of the order, unless experimental working methods are involved, the development of which was not the direct purpose of the order. Unless otherwise agreed, confidentiality will be protected for two years following the completion of the order.

8.2 LGTC undertakes to maintain the confidentiality of the client's name and the fact that the research in question has been performed for a period ending two years after the completion of the order.

9. Jurisdiction and disputes

9.1 Agreements between LGTC and the client are governed solely by Dutch law.

9.2 Any disputes arising as a result of, or in relation to an agreement shall be submitted to the competent division of the District Court of The Hague. In addition to the foregoing, LGTC has the right to submit disputes to the court with jurisdiction under the law.

9.3 LGTC uses versions of these Terms and Conditions in different languages. In the event of differences of

interpretation, only the Dutch text prevails.

10. Final provision

10.1 If LGTC does not always require strict compliance with this text, this does not mean that these Terms and Conditions do not apply or that LGTC loses the right to require strict compliance with these Terms and Conditions in future cases, similar or otherwise.