

General Terms and Conditions Eurofins Bureau de Wit B.V.

1. Validity of these terms and conditions

1.1. These terms and conditions apply to all agreements for the performance of work and/or the provision of services between Eurofins Bureau de Wit B.V., with its registered office in Almere and its place of business at Transistorstraat 20 (1322 CE), hereinafter referred to as 'Eurofins Bureau de Wit', and a counterparty, hereinafter referred to as 'client', acting in the course of a profession or business.

1.2. The granting of an assignment by the client to Eurofins Bureau de Wit constitutes acceptance by the client of these general terms and conditions. All additions, amendments, deviations, and further agreements to an agreement and/or these general terms and conditions are only valid if they have been agreed in writing, including by email.

2. General terms and conditions of clients

2.1. Any purchasing or other terms and conditions used by the client shall not be binding on Eurofins Bureau de Wit unless and insofar as they have been expressly accepted in writing by Eurofins Bureau de Wit.

2.2. The possible applicability of the client's general terms and conditions referred to in paragraph 1 does not affect the applicability of these general terms and conditions of Eurofins Bureau de Wit.

2.3. If and insofar as Eurofins Bureau de Wit has expressly accepted the client's general terms and conditions in writing, these shall only apply to the assignment in question. The client's general terms and conditions shall not automatically apply to any follow-up assignments between Eurofins Bureau de Wit and the client concerned unless they have again been expressly accepted in writing by Eurofins Bureau de Wit.

3. Quotations/Offers

3.1. Unless otherwise agreed, quotations made by Eurofins Bureau de Wit are valid for 30 days, or Eurofins Bureau de Wit is obliged to honor its offers for 30 days.

3.2. The prices stated in a quotation are in euros and exclude VAT, unless otherwise expressly stated.

3.3. All quotations and/or offers are without obligation, unless expressly stated otherwise.
Verbal offers made by Eurofins Bureau de Wit and/or its subordinates are not binding unless they have been expressly confirmed in writing by Eurofins Bureau de Wit.

4. Conclusion and performance of the agreement

4.1. An agreement is only concluded if:

- (1) an offer made (in writing) by Eurofins Bureau de Wit has been accepted by the client within the applicable term;
- (2) an offer made by the client has been accepted (in writing) by Eurofins Bureau de Wit. The subject matter of the agreement concluded with Eurofins Bureau de Wit relates to the (periodic) performance of services (and/or the supply of goods), including the performance of tests and the provision of reports.

The object of the agreement concluded with Eurofins Bureau de Wit relates to the (periodic) provision of services (and/or the delivery of goods), including the performance of investigations and the provision of advice.

4.2. Eurofins Bureau de Wit will perform the agreement to the best of its knowledge and ability, in accordance with the requirements of good workmanship and in consultation with the client.

4.3. The client shall ensure that all information that Eurofins Bureau de Wit indicates is necessary or that the client should reasonably understand is necessary for the performance of the agreement is provided to Eurofins Bureau de Wit in a timely manner. If the information required for the performance of the agreement is not provided to Eurofins Bureau de Wit in a timely manner, Eurofins Bureau de Wit shall be entitled to suspend the performance of the agreement and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates.

5. Agreements

Agreements or contracts with subordinate members of Eurofins Bureau de Wit's staff are not binding on Eurofins Bureau de Wit, insofar as they have not been confirmed in writing by Eurofins Bureau de Wit. In this context, subordinate staff are considered to be all employees and associates who do not have power of attorney.

6. Change in price/fee

Eurofins Bureau de Wit is permitted to increase prices/fees – including periodic (subscription) prices – for its services if, after the conclusion of the agreement, circumstances arise that lead to a price increase, including, but not limited to, an increase in raw material prices, an increase in taxes/premiums, collective wage increases, and/or other objective circumstances. If the price increase does not exceed 10% of the price stated in the quotation or agreement, the agreement shall remain in force and the client shall be obliged to pay the price applicable at that time. If the price increase exceeds 10%, the client is entitled to terminate the agreement in writing within 14 days after Eurofins Bureau de Wit has informed the client of the price increase. If Eurofins Bureau de Wit has not received written notification of the termination of the agreement after the aforementioned 14 days, the agreement shall remain in force for the duration specified therein.

In the event of termination of the agreement by the client as a result of the price increase, the client shall be obliged, at Eurofins Bureau de Wit's first request, to reimburse/pay Eurofins Bureau de Wit the costs and fees incurred by the latter in connection with the performance of the agreement.

If an assignment consists of different parts (works), the fee for each of those parts will be calculated separately in accordance with this arrangement, unless otherwise agreed.

7. Obligations of the client

7.1. The client shall always provide Eurofins Bureau de Wit with, in a timely manner, all cooperation, data, and information that Eurofins Bureau de Wit deems necessary or useful in order to be able to perform the assigned work or deliveries.

7.2. The client shall refrain from actions that make it impossible for Eurofins Bureau de Wit to perform its assignment. If the client wishes to call on the assistance of other advisors, this shall only be done after consultation with Eurofins Bureau de Wit. This does not release the client from its obligations under the agreement with Eurofins Bureau de Wit.

7.3. If fixed agreements have been made with the client regarding the collection of a certain number of samples at a certain frequency or per fixed period, and these are not present or available at the time of the visit by Eurofins Bureau de Wit, Eurofins Bureau de Wit is entitled to charge a fee of up to €36.00 for call-out costs.

8. Confidentiality

Both parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from the other or from other sources in the context of the execution of the agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

Violation of this confidentiality obligation makes the violating party liable for damages to the other party. Violation of this confidentiality obligation renders the violating party liable for damages to the other party. The offending party shall forfeit to the other party an immediately payable penalty of €1,000 (in words: one thousand euros), without prejudice to the other party's right to claim the actual damage suffered from the offending party.

9. Contract duration/execution period

In principle, the assignment has a duration as specified in the agreement. The period for the delivery of the services specified in the agreement is only approximate. This period may be longer than agreed due to circumstances. This may be due to the late and/or inadequate provision of information or cooperation by the client, or other factors that are not the responsibility of Eurofins Bureau de Wit. The information provided by Eurofins Bureau de Wit to the client regarding the time required and duration of the assignment is indicative, and exceeding this period does not make Eurofins Bureau de Wit liable for damages and does not suspend the client's obligations under the agreement.

10. Suspension of the assignment

10.1. Eurofins Bureau de Wit has the right at all times to suspend the performance of the agreement if the client fails to fulfill its obligations, either in whole or in part, or fails to do so on time. Furthermore, this may constitute a valid reason for Eurofins Bureau de Wit to terminate the agreement.

10.2. Unless otherwise agreed, in the event of suspension of the performance of the assignment, the client shall owe Eurofins Bureau de Wit a portion of the invoice corresponding to the status of the work performed by Eurofins Bureau de Wit in accordance with the statement, plus the costs that Eurofins Bureau de Wit has incurred or will incur as a result of any agreements already entered into with third parties in connection with the assignment.

10.3. Eurofins Bureau de Wit is at all times entitled, if the financial situation of the client gives cause to do so, to demand advance payment and/or security for sufficient payment and, pending this, to suspend the entire or partial performance of the agreement. If the required advance payment and/or security is not provided, Eurofins Bureau de Wit is entitled to suspend its obligations under the agreement or to terminate the agreement by means of a single written statement, without prejudice to Eurofins Bureau de Wit's right to compensation and, if the conditions for this are met, without the client being able to claim any compensation.

10.4. As soon as the assignment is carried out after suspension, Eurofins Bureau de Wit is entitled to charge the client for the additional work that Eurofins Bureau de Wit incurs as a result of the suspension of its work.

11. Intellectual property rights

11.1. Without prejudice to the provisions of Article 8 (Confidentiality) of these general terms and conditions, Eurofins Bureau de Wit reserves all rights and powers to which it is entitled under intellectual property regulations, including the Copyright Act.

11.2. All documents provided by Eurofins Bureau de Wit, such as reports, advice, etc., are intended exclusively for use by the client and may not be reproduced, made public, or disclosed to third parties by the client without the prior written consent of Eurofins Bureau de Wit.

11.3. Eurofins Bureau de Wit also reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

12. Early termination and dissolution

12.1. An agreement shall have the duration specified therein. Either party may terminate the agreement in writing at the end of the term of the agreement, subject to a notice period of two (2) months.

A continuing performance agreement shall – if it has not been (legally) terminated – be tacitly renewed each time for the same term, in which case Eurofins Bureau de Wit may index the prices it charges annually in accordance with the relevant figures published by Statistics Netherlands (CBS). Termination is possible during the term if the Termination is possible in the interim if the other party, after having been given written notice of default by the terminating party, remains negligent within a reasonable period specified in the notice of default in fulfilling its obligations under the agreement or in remedying the consequences of its actions or omissions in breach of the agreement.

12.2. The agreement may be terminated at any time immediately and without any notice period by either party with immediate effect in the event of an application for a moratorium on payments and/or in the event of the other party being declared bankrupt. Furthermore, Eurofins Bureau de Wit may terminate the agreement immediately without any notice period with immediate effect if a prejudgment and/or executory attachment has been levied against the client, or if the client's company has been dissolved or has gone into liquidation, or if the company or the legal entity in which the company is operated has been or will be taken over by a third party or third parties, or if the client intends to leave the Netherlands to take up residence elsewhere. In all these cases, all claims that Eurofins Bureau de Wit has against the client shall become immediately due and payable. In all these cases, all claims that Eurofins Bureau de Wit has against the client will become immediately due and payable.

12.3. The interim termination referred to in paragraph 1 of this article after the expiry of the period stated in the notice of default shall not have retroactive effect, but shall have the effect that after this period, both parties shall no longer be obliged to perform the agreement.

12.4. Payment obligations relating to work already performed, services already provided, and/or periods falling wholly or partly before the date of termination shall remain payable.

12.5. Whether or not subsidies, financing, permits and other unforeseen circumstances are obtained shall never constitute a valid reason for the client to terminate the agreement unless otherwise agreed in writing between the client and Eurofins Bureau de Wit.

13. Liability

13.1. Eurofins Bureau de Wit is not liable for defects/shortcomings in delivered goods and/or services performed and/or resulting damage, costs, and interest, except for defects/shortcomings caused by intent

or willful recklessness on the part of Eurofins Bureau de Wit.

13.2. If and insofar as Eurofins Bureau de Wit is legally liable, this liability is limited to the amount of the compensation paid by Eurofins Bureau de Wit's insurer. If the insurer in question does not pay out in any case – regardless of the reason therefor – or if the damage is not covered by any insurance, Eurofins Bureau de Wit's liability is limited to the invoice value of the item/service in question.

13.3. Eurofins Bureau de Wit shall not be obliged to compensate the client for any business and/or consequential damage suffered. Eurofins Bureau de Wit expressly rejects any liability for the aforementioned damage(s). The client indemnifies Eurofins Bureau de Wit against all claims from third parties that are directly or indirectly, immediately or indirectly related to the execution of the agreement and/or goods delivered.

14. Outsourcing work to third parties

14.1. If Eurofins Bureau de Wit receives an assignment from the client that also involves work in a field other than its own area of expertise, Eurofins Bureau de Wit may require the client to engage an expert in that field. Before proceeding, the parties will agree separately on how the resulting additional costs will be charged to the client.

15. Force majeure

15.1. If, after an agreement has been concluded, it appears that the performance of the agreement has become difficult or impossible for Eurofins Bureau de Wit as a result of force majeure, Eurofins Bureau de Wit is entitled to terminate the agreement, insofar as it still needs to be performed, or to suspend its performance, at its discretion, without the client being entitled to claim any compensation whatsoever.

15.2. In the event of force majeure, Eurofins Bureau de Wit is not liable for any damage suffered by the client as a result of the force majeure.

15.3. Force majeure is understood to mean: a failure on the part of Eurofins Bureau de Wit that cannot be attributed to it and that means that (further) performance of the agreement cannot reasonably be expected of Eurofins Bureau de Wit. Such a failure exists if it is not attributable to its fault, nor is it for its account under the law, a legal act, or generally accepted standards of conduct.

15.4. In any case, the following circumstances, among others, are considered force majeure:

- natural disasters;
- diseases of an epidemic nature;
- wars, international or national armed conflicts and preparations for these;
- loss or theft of tools;
- cessation of the supply of necessary parts, materials, raw materials and/or finished products;
- loss of materials to be processed;
- blockage or obstruction of transport routes, including traffic jams;
- strikes or labor unrest;
- loss of facilities provided by utility companies.

15.4. Force majeure is equated with unforeseen circumstances relating to the availability of persons and/or materials that Eurofins Bureau de Wit uses in the performance of the agreement and which make performance impossible, or so difficult and/or disproportionately costly that prompt compliance with the agreement cannot reasonably be expected of Eurofins Bureau de Wit.

15.5. Eurofins Bureau de Wit also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after Eurofins Bureau de Wit should have fulfilled its obligation.

15.6. If Eurofins Bureau de Wit has already partially fulfilled its obligations when the force majeure situation occurs, it is entitled to invoice the goods already delivered or the work already performed (in part) separately, and the client is obliged to pay this invoice as if it were a separate transaction.

16. Complaints

16.1. Immediately after delivery or completion of its services by Eurofins Bureau de Wit, the client is obliged to thoroughly inspect them for defects and, if any are found, to notify Eurofins Bureau de Wit immediately in writing. If the client does not notify Eurofins Bureau de Wit of any defects or shortcomings that could have been detected during a thorough inspection within eight days of the date of delivery, the client will be deemed to have agreed to the state in which the services were delivered and any right to complain will lapse.

16.2. Eurofins Bureau de Wit must be given the opportunity to check any complaints submitted. If agreement is reached, a written statement will be drawn up, which must be signed by both parties.

16.3. If Eurofins Bureau de Wit considers the complaint to be justified, it will still perform the work as agreed.

17. Changes to the order

17.1. Changes to the original order, of whatever nature, made in writing or verbally by or on behalf of the client, which result in higher costs than those that could be calculated in the quotation by Eurofins Bureau de Wit, will be charged to the client as an extra.

17.2. Any changes to the execution of the order requested by the client after the order has been placed must be communicated by the client to Eurofins Bureau de Wit in good time and in writing. If the changes are not specified in writing, the risk of implementing these changes shall be borne by the client.

17.3. Changes made may result in the delivery time agreed by Eurofins Bureau de Wit for the changes being exceeded, which shall be beyond its control.

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18. Breach of contract, termination, and right of retention

18.1. In the event of non-compliance by the client with any obligation under the agreement and/or these general terms and conditions, or in the event of a breach of contract on the part of the client, the client shall be in default immediately without any notice of default being required.

18.2. Without prejudice to the provisions of the Civil Code, in the event of a circumstance as referred to in paragraph 1 above, Eurofins Bureau de Wit shall be entitled to suspend the agreement concluded or to consider it dissolved in whole or in part without judicial intervention, at its discretion.

18.3. Furthermore, in a circumstance as referred to in paragraph 1, Eurofins Bureau de Wit has the right to suspend the delivery of goods (samples, documents, etc.) to the client as referred to in Article 3:290 of the Civil Code, until the client has fulfilled its obligations.

19. Payment

19.1. Payments, including those in installments, must be made within 14 days of submission of the invoice, unless otherwise agreed in writing. Payments under a continuing performance contract must be made before the due dates stated in the contract.

19.2. Without further notice of default, the client shall owe Eurofins Bureau de Wit interest on all amounts not paid by the due date, from that date onwards, equal to the statutory interest rate applicable in the Netherlands at that time for commercial transactions.

19.3. Eurofins Bureau de Wit is also entitled, if payment of the amount due has not been received by it within the specified period, to charge the client penalty interest of 1.25% per month, calculated from the due date. Parts of a month count as one month.

19.4. De Wit is also entitled, in addition to the principal sum and interest, to claim from the client all costs, both judicial and extrajudicial, incurred as a result of the non-payment or late payment, including, but not limited to, the costs of lawyers, attorneys, agents, bailiffs, and collection agencies.

19.5. The extrajudicial costs amount to 15% of the principal sum plus interest, with a minimum of €35.00. The extrajudicial costs will also be increased by all costs for legal advice and assistance. The mere fact that Eurofins Bureau de Wit has secured the assistance of a third party demonstrates the extent and obligation to pay the extrajudicial costs.

19.6. Payments will first be allocated to the costs, then to interest and finally to the principal sum.

19.7. All amounts charged to the client must be paid by the client to Eurofins Bureau de Wit without any discount, deduction or set-off.

20. Miscellaneous

20.1. If any provision of these terms and conditions is declared invalid, this shall not affect the validity of the remaining provisions.

20.2. Eurofins Bureau de Wit is authorized to make changes to these terms and conditions. These changes shall take effect on the announced date of entry into force. Eurofins Bureau de Wit will send the amended terms and conditions to the other party in good time. If no effective date has been communicated, the amendments will take effect vis-à-vis the other party as soon as it has been notified of the amendment.

21. Applicable law

All agreements concluded and/or actions performed by Eurofins Bureau de Wit are governed exclusively by Dutch law; these agreements and/or actions are deemed to have been concluded or performed in the Netherlands.

22. Disputes

All disputes arising from the agreements concluded between the parties and these terms and conditions, including the mere collection of the amount due, shall be brought before the competent court in the district where Eurofins Bureau de Wit has its place of business.