Article 1 - Definitions

1.1 In these general terms and conditions, the following definitions apply:
'**Synaffix**': Synaffix B.V., having its place of business at Kloosterstraat 9 in Oss (5349 AB), registered at the Dutch Chamber of Commerce under number 51261626;
'**Client**': the client of Synaffix;

Article 2 - Acceptance and Applicability

2.1 All offers, tenders and agreements on which basis Synaffix delivers goods to or performs any services for Client are subject to and expressly conditioned upon the general terms and conditions herein, and upon the Client's assent thereto unless expressly agreed otherwise in writing and signed by a duly authorized officer of Synaffix.

2.2 Any other terms and conditions other than these general terms and conditions (including the Client's own), whether referred to when ordering or not, do not apply.

2.3 If one or more clauses in these general terms and conditions are null or void, then the other clauses of these general terms and conditions remain in full force.

2.4 These general terms and conditions also apply to other agreements, including subsequent or supplementary contracts, to which Synaffix and the Client, or its successor(s) are party.

Article 3 - The agreement

3.1 All offers and tenders of Synaffix are without obligation and can be revoked by Synaffix. Even after acceptance of the offer or tender by Client, Synaffix has the right to revoke its tender/offer, if it communicates the revocation to the Client within five days after acceptance by the Client.

3.2 An acceptance by the Client, deviating from the offer/tender, counts as a rejection of the original offer and is seen as a new offer that does not bind Synaffix, unless the agreement is deemed legally valid according to clause 3.3. This also applies for minor deviations to Synaffix' original offer.

3.3 The agreement is deemed to be legally valid after Synaffix has expressly confirmed such in writing or has commenced the execution of the agreement with the intention to fulfill the agreement.

3.4 Client may not cancel the agreement unless such cancellation is expressly agreed to in writing by Synaffix.

Article 4 - Prices and Delivery

4.1 Client shall, unless specifically mentioned, pay for any value added tax, use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge of any nature

whatsoever imposed by any governmental or regulatory authority.

4.2 The standard shipping term is EXW (Ex Works, Incoterms 2010) Oss, The Netherlands. The parties may agree on a different shipping terms in writing. The risks of transport (eg. loss, damage, or theft) are the responsibility of the Client even if Synaffix has arranged for the transportation. It is the responsibility of the Client, in the event of missing or damaged goods on delivery, to make all reserves necessary with the transport company.

4.3 Synaffix reserves the right to withdraw an offer at all times and, also after an agreement is concluded, to cancel an agreement within 15 days of the conclusion of the agreement in case the actual expected costs related to the agreement will be higher than originally anticipated by Synaffix. Synaffix is entitled to do so even if Synaffix could already have foreseen the increase concerned before the conclusion of the agreement.

Article 5 - Payment terms

5.1 For all invoices by Synaffix, a payment term of 30 (thirty) days is applicable.

5.2 Client is deemed to have unconditionally agreed with and acknowledged the indebtedness and amount of the invoice, if it has not complained with Synaffix concerning such within 4 (four) weeks as of the date of the invoice.

5.3 If Client does not make the payment within the agreed term, then Client is *ipso jure* in default. In that case, Client is obliged to compensate interest to Synaffix in accordance with the legal trade interest of art according to 6:119a Dutch Civil Code, until payment in full has been made.

5.4 As long as the Client is in default, Synaffix is entitled to suspend its own obligations under the agreement.

5.5 All costs incurred by Synaffix in enforcing payment of its invoices, are borne by Client.

5.6 Synaffix is entitled to set off any amount indebted to Synaffix with amounts that Synaffix has on Client in whatever form. Client is not entitled to set off any amount indebted to Synaffix with amounts that Client has or states to have on Synaffix in whatever form.

Article 6 - Confidentiality

6.1 All information supplied to the Contracting Partner by Synaffix is strictly confidential and Client will not divulge such information to any third party without written consent by Synaffix, unless the divulging of information is necessary in executing the agreement.

6.2 The confidentiality obligation of paragraph 1 of this article is not applicable to information of public knowledge or if Client is obliged to disclose such information based on a court order.

Article 7 - Intellectual property rights and exclusivity

7.1 Synaffix does not warrant that the use or sale of the products sold and/or delivered to Client will not infringe the claims of any patent(s) in any territory covering the product itself or the use thereof in combination with other products or in operation of any process.

7.2 Products sold and/or delivered to Client by Synaffix may be protected by intellectual property, of which the rights belong to and/or are assigned to Synaffix.

7.3 All products sold by Synaffix are not licensed for resale and may only be used by the Client. They may be used for fundamental non-commercial research purposes only.

7.4 If a commercial use is anticipated for products for which intellectual property rights (in)directly remain with Synaffix, then a license must be obtained from Synaffix. The availability of such license(s) cannot be guaranteed.

Article 8 - Liability

8.1 Client acknowledges that Synaffix supplies its products for research purposes only and that Synaffix does not warrant the quality of its products, product concepts, materials, production methods and services and the consequences of their use.

8.2 Synaffix is not liable for any damages incurred by Client caused by Synaffix, unless the damages are caused by intent of gross negligence on the part of Synaffix.

8.3 Synaffix' products are intended for laboratory research purposes only and are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Client acknowledges that the products have, unless confirmed in writing and signed by a duly authorized officer of Synaffix, not been tested by Synaffix for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use. Client has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Synaffix for its intended use. Client also has the duty to warn its customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Client agrees to comply with instructions, if any, furnished by Synaffix relating to the use of the products and not to misuse the products in any manner.

8.4 Client indemnifies and holds Synaffix (including its employees and officers) harmless from and against all claims and damages for which Synaffix could be held liable by third parties due to product concepts, materials, production methods or other goods/services/duties delivered by Synaffix to Client and from and against claims by third parties due to infringement of intellectual property rights.

8.5 Notwithstanding the aforementioned, the liability of Synaffix is limited to the amount (excluding applicable VAT) that Synaffix is entitled to based on the agreement between Synaffix and Client and in any case always limited to EURO 25,000 (twenty five thousand).

8.6 Synaffix is never liable for indirect or consequential damages, amongst which in any case financial loss due to direct damages and pure financial loss, amongst which company damages, loss of profits, missed savings, damages due to business interruption, damages due to the electronic payments or damages due to third party claims towards Synaffix.

8.7 Synaffix may on its own initiative or at Client's request, at Synaffix' discretion, furnish technical assistance and information with respect to Synaffix' products and services. Synaffix makes no warranties of any kind or nature, express or implied, including any implied warranty of merchantability or fitness for any particular purpose, with respect to (technical) assistance or information provided by Synaffix or Synaffix' personnel. Any suggestion by Synaffix regarding use, selection, application or suitability of the products or services shall not be construed as an express warranty unless specifically designated as such in writing and signed by a duly authorised officer of Synaffix.

8.8 The limitation of liability arising from the other paragraphs of this article 10 is also applicable to all claims, in whatever form, that the Client could have towards the foundation under Dutch law Stichting Katholieke Universiteit (hereinafter: â€œuniversityâ€•), located in Nijmegen. Where â€œSynaffixâ€• is mentioned in the other paragraphs of this article, also the university must be read. This clause is considered a third party clause as mentioned in article 6:253 of the Dutch Civil Code, on which the university can appeal directly towards the Client. Also, Synaffix declares that the university has accepted this third party clause.

Article 9 - Force majeure

9.1 Non-performance is not attributable to Synaffix if this is caused by a circumstance that was not foreseeable at the time of the conclusion of the agreement and due to which a normal performance of the agreement by Synaffix cannot reasonably be demanded of Synaffix, as mentioned in article 6:75 of the Dutch Civil Code.

9.2 In case of force majeure, the fulfillment of the (related) obligations involved is partially of wholly suspended during the time of the force majeure, without obligation for Synaffix to compensate any damages, even if Synaffix eventually would be benefited by the state of force majeure.

Article 10 - Suspension and termination

10.1 If Client does not, not fully or not timely comply with one or more obligations arising from its agreement with Synaffix, or if Synaffix has good cause to assume that Client is not or will not be able to fulfill its obligations towards it, also in the case of a bankruptcy (request), (request for) a moratorium of payments or liquidation of Client, Synaffix is entitled to without prior notice either to suspend the execution of the agreement or to terminate the agreement wholly or partially, without any obligation for Synaffix to compensate Client for damages, without prejudice to the right of Synaffix to compensation.

Article 11 - Amendments and updates

11.1 Any possible amendment(s) of and/or supplement(s) to the general terms and conditions are only valid if these are expressly agreed upon in writing and signed by a duly authorized officer of Synaffix.

11.2 The latest version of these general terms and conditions can be found on Synaffix' website: www.Synaffix.com

Article 12 - Miscellaneous

12.1 Synaffix' failure to strictly enforce any term or condition of the agreement or to exercise any right arising hereunder shall not constitute a waiver of Synaffix' right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other legal rights and remedies Synaffix may have. Any waiver of a default by Client hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

12.2 The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation.

12.3 The agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

Article 13 - Applicable law and competent court

13.1 On all offers, tenders and agreements with Synaffix, solely Dutch law is applicable and all disputes arising from such will be exclusively presided over by the competent court in the district Arnhem.

13.2 The application of the United Nations Convention on the International Sales of Goods is excluded.

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