

EUROFINS GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 **"GDPR"**: Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, better known as the "General Data Protection Regulation" or "GDPR".
- 1.2 **"CC"**: The (Belgian) Civil Code as in force at the time of the conclusion of the Agreement.
- 1.3 **"Services"**: All services provided by Eurofins to the Client, including but not limited to consultancy, advice, inspections, taking of Test Material, analytical testing and/or transportation, whether or not at a Location designated by the Client.
- 1.4 **"Eurofins"**: The Affiliated Companies of Eurofins Scientific S.E. located in Belgium.
- 1.5 **"Affiliated Company"**: Any company of which the ultimate parent company of one of the Parties (a) directly or indirectly holds at least 50% of the nominal value of the issued share capital, or (b) holds at least 50% of the voting rights in its general meetings, or (c) has the right to appoint the majority of its directors, or any other company within the meaning of Section 1.20 of the Code of Companies and Associations.
- 1.6 **"Intellectual Property Rights"**: All intellectual property rights relating to, inter alia, (but not limited to) texts, drawings, analyses, reports, methods, models, materials, technologies, inventions, computer software, (digital) source codes, databases and documentation, whether patented or not.
- 1.7 **"Locations"**: Locations designated by the Client, whether or not of third parties, where Eurofins is to perform (part of) the Services.
- 1.8 **"Client"**: Any person who issues Orders and/or assignments to provide Services to Eurofins.
- 1.9 **"Order"**: The order confirmation and/or order from a Client, which contains a request from the Client for the provision of certain Services by Eurofins and which order confirmation and/or order has been accepted by Eurofins in writing. If and insofar as an Order has not been accepted by Eurofins in writing, but it has nevertheless executed the Order, the Order in question shall be deemed to have been 'accepted' on the understanding that the date on which Eurofins has commenced to execute the Order in question shall be deemed to be the date of acceptance.
- 1.10 **"Agreement"**: All (master) agreements, Orders, Terms and Conditions of Sale and/or other documents or arrangements that (collectively) govern the legal relationship between Eurofins and the Client.
- 1.11 **"Force Majeure Situation"**: A (temporary) situation that entails that Eurofins cannot reasonably fulfil its obligations towards the Client, and which situation has arisen due to circumstances beyond Eurofins' reasonable control. The following situations shall in any case, but not exclusively, count as Force Majeure Situations: strikes, accidents, government-imposed obligations that have consequences for the provision of the Services, war, terrorism, social unrest, epidemics, pandemics, problems at suppliers of Eurofins, society-wide interruptions of daily life, nuclear or natural disasters, damage or breakdowns of communication and/or computer systems).
- 1.12 **"Party(ies)"**: Eurofins and/or the Client, all depending on the context in which this definition is used.
- 1.13 **"Reports"**: Analyses, inspection reports, results, interpretations, assessments, opinions and conclusions prepared by Eurofins in the framework of the performance of the Services.
- 1.14 **"Test Material"**: A material, substance, product, method, platform or good to be examined by Eurofins in the context of Services to be provided under the Agreement.
- 1.15 **"Terms and Conditions of Sale"**: Eurofins' general terms and conditions of sale contained in this document.
- 1.16 **"Confidential Information"**: Any tangible and/or non-tangible information provided or made available by a Party to the other Party, which (including but not limited to) is included in (digital) data, documents, reports, agreements, summaries, (work) materials, studies, analyses, Reports, test results, notes, know-how, examples, e-mail messages, documents, drawings, designs, (digital) data carriers and other information (including copies thereof) that (in the broadest sense of the word) provide insight into the organisation, working methods or knowledge of the providing Party (and/or its Affiliated Companies) as a result of which the receiving Party may expect these to be regarded as confidential, or any other information relating to Eurofins and/or its Services that qualifies as a 'trade secret' within the meaning of Article 1 of the Trade Secrets Protection Act.

2. SCOPE

- 2.1 These Terms and Conditions of Sale form an integral part of the Agreement and apply to all Services performed by Eurofins on behalf of the Client.
- 2.2 By applying these Terms and Conditions of Sale, the Parties explicitly reject any other general (purchase) conditions (of the Client).
- 2.3 These Terms and Conditions of Sale terminate and supersede all previous general terms and conditions applied by the Parties.
- 2.4 The Client warrants that it has the authority to enter into the Agreement with Eurofins. The Client shall indemnify Eurofins against any damage arising from a breach of the aforementioned warranty.

3. FORMATION OF ORDERS

- 3.1 Eurofins shall only have any (delivery) obligation towards the Client if there is an Order. Any lead times or delivery dates issued by Eurofins or agreed between the Parties are indicative and do not constitute an obligation to achieve a result unless expressly agreed otherwise.
- 3.2 If the Client (or its Affiliated Company) sends a Test Material to Eurofins stating its Client Reference (number), Eurofins may assume that the Client thereby intends to conclude an Order, and therefore makes an offer within the meaning of Article 5:19 of the Civil Code. If and insofar as Eurofins then agrees to the relevant Order, Eurofins shall send a written confirmation to the Client.
- 3.3 Eurofins shall never be obliged to perform its Services if it believes that it has not received all required information or if Eurofins believes at any time that (i) a conflict of interest may arise, (ii) its integrity may be compromised and/or (iii) the quality of the Services may be affected. Eurofins may then immediately, at its sole discretion and without creating any liability or obligation to the Client, suspend and/or terminate an Order by means of a written notification to that effect to the Client.
- 3.4 Eurofins shall have the discretion whether or not to commence execution of an Order where the Parties have not yet agreed on specific commercial aspects of this Order (including price, estimated lead time and delivery date). If the Parties have not agreed on the specific price due, the Client shall owe the price usually stipulated by Eurofins at the time of the Agreement. The Client may be asked for an advance payment in the event of such early performance.
- 3.5 Eurofins shall be entitled to charge customary management and administration fees if the Client requests the addition and/or modification of Services to an already agreed Order.
- 3.6 Any quotation, offer, communication or action by Eurofins as well as order confirmation and/or order from a Client that does not qualify as an Order shall be without obligation and shall not bind Eurofins as such. In the event that Eurofins changes the price before there is an Order, the Client may still withdraw its order confirmation and/or order free of charge.
- 3.7 If Eurofins has not been expressly instructed - and been paid - to carry out the preparation of a Test Material Collection Plan (being a document showing which Test Materials are to be analysed from which raw materials and finished products and in what frequency this is to be done), the Client may in no way render Eurofins liable for the fact that the Test Material Collection Plan and/or the analysis range prove(s) to be insufficient or inadequate.
- 3.8 However, the application of special or different terms and conditions (including but not limited to special price agreements) to certain Orders shall not give the Client any right to demand such special or different terms and conditions in other Orders.

4. PRICES AND PAYMENTS

- 4.1 Unless the Parties expressly agree otherwise in the Agreement, all obligations of the Parties and the corresponding prices (apart from packaging) shall be "ex works" (EXW) Incoterms 2020.
- 4.2 Unless the Parties expressly agree otherwise in writing, Eurofins shall charge the Client for the costs it incurs in the context of the performance of the Agreement, including but not limited to overheads, energy costs, consumables, costs of third parties (e.g. suppliers), travel time, travel and accommodation costs, surcharges for the performance of Services outside normal working hours, additional work resulting from incorrect and/or incomplete information provided by the Client, performance of Services that require 'urgency' at the Client's request. Invoices are subject to a minimum invoice amount of EUR 100 (in words: one hundred euros). Eurofins shall be entitled to charge administrative costs of up to EUR 15 (in words: fifteen euros) for re-issuing an invoice.

- 4.3 Substantial changes in the basis of calculation after the conclusion of the Agreement, such as but not limited to changes in wages, energy, materials, exchange rates, shall entitle Eurofins to adjust prices retrospectively. Such change will take place on the basis of the formula below:

$$P_n = P_o * [(0.2) + 0.8 * (S/S_o)]$$

in which:

"P_n" refers to the revised price;

"P_o" refers to the original price as initially agreed between the Parties;

"S_o" refers to the Agoria MANUFACTURING reference index as published by Agoria (the "Reference Price") on the effective date of the agreement;

"S" refers to the Reference Price in the month prior to the revision;

Eurofins shall be entitled to make such indexation at any time but shall, unless special urgent circumstances require Eurofins to do so, only make such indexation on the first anniversary date of the relevant part of the Agreement. Further revisions shall take place annually, on the anniversary date of the relevant part of the Agreement. A price reduction due to negative indexation is excluded.

- 4.4 All prices are exclusive of value-added tax (VAT) and other taxes imposed by the government and are based on the applicable taxes and duties in force on the date of invoicing.
- 4.5 Unless the Parties explicitly agree otherwise in the Agreement, Eurofins' invoices are due and payable immediately from the invoice date. If the Client fails to pay the entire invoice amount within fourteen (14) calendar days after the invoice date (unless the Parties have expressly agreed otherwise in writing), the Client shall be in default towards Eurofins and the Client shall be in default by operation of law, and Eurofins shall be entitled without prior notice of default without prejudice to its other rights, to dissolve or terminate the Agreement with the Client or to suspend its obligations and Eurofins shall furthermore be entitled to charge the statutory interest rate applicable in case of late payment in commercial transactions per annum on the invoice amount concerned, from the date of default until the date of payment in full.
- 4.6 If the Parties have agreed that Eurofins (or one of its Affiliated Companies) shall provide logistics Services for the benefit of the Client, Eurofins shall charge such logistics Services in full, unless cancelled in writing by the Client 'in good time'. The term 'in good time' shall mean:
- 'Pick-up'/collection Services for Test Materials: No later than 48 hours prior to the date of performance.
 - 'Sampling' Services: No later than 96 hours prior to the date of performance.
 - 'Audit' and 'inspection' Services: No later than 1 calendar week prior to the date of performance.
- 4.7 In the event of non-timely (full) payment of a due and payable invoice amount, the Client shall be obliged to indemnify Eurofins in connection with the collection of this due and payable invoice amount, which shall in any case (but not exclusively) include the full compensation of extrajudicial and judicial collection costs, including the costs of calling in legal assistance (e.g. lawyers, bailiffs and collection agencies).
- 4.8 Eurofins shall be entitled to set off all claims of the Client on Eurofins which are assessable in money against claims of Eurofins on the Client. If the Client is in any way part of a group of companies, 'the Client' in this connection shall mean all companies in any way belonging to that group.
- 4.9 Eurofins shall be entitled to request the Client to establish a security interest over all present and future movable and immovable property and rights of action belonging to the Client in the event of late or incomplete payment of a due and payable invoice amount, plus any additional costs.
- 4.10 If and insofar as the Client has an objection to an invoice (amount), the Client must notify Eurofins thereof in writing within thirty (30) calendar days, on penalty of forfeiture of all rights of the Client related to the objection to an invoice (amount). The Client must provide such an objection with a clear and proper explanation. The Client must then in any case specify:
- Which passage from the invoice is disputed;
 - What its proposal is to remedy the objection.

- 4.11 Any complaint or dispute regarding an invoice or Service provided or analytical result arising therefrom shall not entitle the Client to suspend an obligation to pay. The Client is also under no circumstances entitled to offset amounts due to Eurofins against claims which the Client has or thinks to have against Eurofins. The Client waives any rights of suspension or set-off to which it is entitled.
- 4.12 Invoices shall be paid by (electronic) bank transfer or by direct debit. Any other method of payment requires the prior written consent of Eurofins. The Client undertakes to provide details of its bank account (such as IBAN numbers) on the instructions of Eurofins.
- 4.13 Eurofins is entitled to require payment of the entire invoice amount as a condition for acceptance of an Order.

5. DURATION AND TERMINATION

- 5.1 Unless Eurofins and the Client have agreed otherwise in the Agreement, an Agreement, which has been entered into for an indefinite period of time, may be terminated by means of a written notice (being a registered letter, a bailiff's writ or an e-mail) addressed to the legal representative(s) of the other Party and observing a notice period of 6 months. A termination shall not affect the payment obligation of the Client for Services already (partially) performed. An Agreement entered into for a definite period cannot be terminated prematurely or otherwise by (one of the) Parties, except insofar as the Parties have agreed otherwise or insofar as these Terms and Conditions of Sale stipulate otherwise.
- 5.2 Eurofins may, without being obliged to pay any compensation to the Client, immediately terminate, dissolve or suspend the Agreement (and related (legal) acts) extrajudicially (in whole or in part) without any prior notice of default being required but after providing the Client with a written notice to this effect, if:
- a. the Client fails to fulfil any of its obligation(s) under the Agreement towards Eurofins;
 - b. a bankruptcy petition has been filed against the Client, the Client itself has filed for its bankruptcy declaration or the Client is declared bankrupt;
 - c. the Client has applied for a judicial reorganisation or a transfer under judicial authority (or similar proceedings under applicable law), provided, however, in the latter case, that the Client does not undo the default by executing the agreement within a period of fifteen (15) days after having been given notice of default by Eurofins for this purpose, following the granting of the suspension;
 - d. the Client ceases all (or part) of its business or makes a decision to wind up its business;
 - e. the Client offers a composition to its creditors or becomes insolvent in any way whatsoever or becomes the subject of insolvency proceedings;
 - f. there is misconduct (of an employee) of the Client towards (an employee of) Eurofins or that any staff member or appointee of the Client, who is involved in the performance of the Agreement, proves to be unfit for this purpose and the Client, after a notification to this effect by Eurofins, has not arranged for a replacement of such staff member or appointee within seven (7) calendar days after the aforementioned notification by Eurofins;
 - g. the control referred to in Article 1:14 of the Code of Companies and Associations over and/or within the Client changes for any reason whatsoever, including but not limited to the decision of the Client or its shareholders to dispose of (any part of) the shares in its issued share capital or the Client taking the decision to restructure, including but not limited to a merger, a demerger, the transfer of assets, whether or not in the context of the transfer of a universality or of a line of business
 - h. the Client no longer has, or is in danger of losing, the permits required for the performance of the Agreement;
 - i. a prejudgment attachment is levied on any part of the Client's business and this attachment is not lifted within 30 calendar days after the attachment;
 - j. an executive attachment is levied on any (asset) part of the Client's business;
 - k. Eurofins observes that new laws or regulations, decisions, policies or directions have been or are being introduced which make the performance of the Agreement illegal, unlawful or undesirable, or create a conflict with accepted professional or conduct rules or where there is a breach of Article 9.10 of the Terms and Conditions of Sale;
 - l. Eurofins believes that its independence (or that of an Affiliated Company) as a testing institute is compromised and/or at risk of being compromised if the Agreement were (further) executed.

- 5.3 Subject to the provisions of the Agreement and these Terms and Conditions of Sale, the Client waives its rights, which waiver Eurofins accepts, to terminate, dissolve, set aside or alter the Agreement - judicially or extrajudicially and in full or in part - all this insofar as this is not contrary to mandatory law and except in the following circumstances:
- 5.3.1 Eurofins is in serious breach of one or more of its obligation(s) under the Agreement towards the Client after the Client, has given Eurofins formal notice in writing and the breach has not been remedied within a period of fourteen (14) calendar days;
 - 5.3.2 a bankruptcy petition has been filed against Eurofins, Eurofins itself has filed for its bankruptcy declaration or Eurofins is declared bankrupt;

6. REPEAT ANALYSES

- 6.1 Eurofins may perform a repeat analysis on a Test Material or of a Location, either at the Client's request or if Eurofins is obliged to do so. The costs associated with carrying out a repeat analysis (which may or may not result from a Client's objection) shall be borne by the Client unless:
- a. The results of the repeat analysis do not match those of the first analysis due to an error entirely attributable to Eurofins;
 - b. Eurofins has stated in writing that the Client's objection is well-founded and therefore a repeat analysis is required.
- 6.2 The performance of a repeat analysis is subject to the reservation that it is actually still possible for Eurofins to perform it without compromising the quality of the analysis, the Services and/or the Report.

7. OBLIGATIONS OF THE CLIENT

- 7.1 The Client is obliged to provide Eurofins with all relevant information, communications and rights of use that are (reasonably) necessary for the performance of the Services prior to the performance of the relevant Services. The Client guarantees the accuracy and completeness of all information, communications and rights of use provided.
- 7.2 If and to the extent that any necessary information and/or right of use is not, not fully and/or not correctly provided by the Client and the performance of the Services is thereby delayed or made impossible, the inability to perform the Services (optimally) shall never constitute a breach of the Agreement by Eurofins.
- 7.3 The Client is obliged to inform Eurofins in writing, prior to the performance of the Services, of all known, actual and/or potential dangers relating to the performance of the Agreement and/or the Test Materials to be analysed, including but not limited to risks of (exposure to) toxic and poisonous materials, radiation, explosion hazard and/or environmental pollution. The Client is also obliged to provide the Test Materials, packaging, boxes with appropriate markings as well as to take any other (additional) safety measures that, with a view to (public) safety and health, may reasonably be considered desirable. If the Client breaches the obligations contained in this Article 7.3, it shall owe Eurofins an immediately payable lump-sum compensation of €10,000 (ten thousand euros) for each separate breach as well as an amount of €2,000 (two thousand euros) for each day that an infringement continues and up to a maximum amount of €50,000 (fifty thousand euros), without prejudice to Eurofins' right to claim additional damages and/or to pursue other legal remedies that may be available to Eurofins.
- 7.4 Eurofins is entitled to carry out a preliminary investigation into the condition of the Test Materials before proceeding to process the Test Materials and/or to commence the performance of the Services if and to the extent it deems this necessary. Eurofins may charge the costs of the preliminary investigation to the Client if the Client has failed to inform Eurofins in writing in advance of any dangers as described in Article 7.3 of the Terms and Conditions of Sale or if the preliminary investigation reveals that the Test Materials are not suitable for analysis or can only be analysed under less favourable conditions than originally foreseen. In such case, Eurofins shall also be entitled to terminate or suspend the Order/Agreement concerned at its own discretion, without prejudice to Eurofins' other rights.
- 7.5 By providing Eurofins with the Test Materials for the purpose of performing Services (or having them be performed), the Client grants Eurofins and/or any Affiliated Company engaged for this purpose the right to dispose of the Test Materials in such a way that it/they is/are able to fully and optimally perform the Services as well as comply with applicable laws and regulations. This may imply that the Test Materials are (or must be) destroyed when they are no longer required for the Services. At the request of the Client, Eurofins may return the Test Materials on the understanding that the return of the Test Materials shall take place at the expense and risk of the Client.

- 7.6 Transport of the Test Materials shall be entirely at the expense and risk of the Client unless the Parties have agreed in writing that Eurofins will take care of the transport. The Client is at all times obliged to ensure the safety, packaging and insurance of the Test Materials, even if the transport is arranged by Eurofins. The Client undertakes to indemnify Eurofins for all damage, injury, claims and costs incurred by Eurofins, its Affiliated Companies or its employees as a result of a Test Material not being in a safe and/or stable condition. An announcement made by the Client regarding the condition of a Test Material or safety instructions given does not exonerate the Client from the aforementioned indemnification.
- 7.7 If the Services are performed (partly) on Location, the Client guarantees that the Location is safe for the employees and/or third parties engaged by Eurofins and that it is fully and correctly instructed regarding the applicable dangers and the safety regulations to be observed. The Client undertakes to indemnify Eurofins and/or its employees and/or engaged third parties against all damage, injury, claims and costs suffered by them.
- 7.8 The Client must ensure that Eurofins has all necessary permissions, licences or exemptions that are necessary for the performance of the Agreement, as well as for entering any Location. This includes (but is not limited to) licences and permits that must be requested for the import and export of Test Materials. Permits and accreditations reasonably required to be held by Eurofins by virtue of the operation of its business are excluded from the foregoing.

8. OBLIGATIONS OF EUROFINS

- 8.1 Eurofins is responsible for the management of all information generated in the performance of the Services and the related Reports. Eurofins cannot guarantee the quality, accuracy and integrity of the information (contained in the Report) after it has been provided to the Client. If the Client is entitled to do so, publication of data, Reports and/or other information shall take place entirely at its own expense and risk.
- 8.2 Eurofins shall (to the extent possible) perform its Services in accordance with applicable statutory regulations, accreditation requirements and reasonable (written) wishes of the Client.

9. WARRANTIES AND LIABILITY

- 9.1 Services are performed according to the techniques and methods as may be applied by Eurofins at the time of performance. Reports are prepared in accordance with the standards of care applicable in business practice. However, Eurofins cannot guarantee that the Reports are at all times complete and free of errors, this in connection with applicable facts and circumstances such as the quality of the Test Materials supplied or the Client's compliance with the instructions given. Unless Eurofins has explicitly stated otherwise in writing (e.g. in a declaration of conformity or other written expression of the accuracy of the test results), the use of and reliance on Eurofins' Reports is entirely at the Client's expense and risk.
- 9.2 Each Report relates exclusively to the Test Material analysed by Eurofins or the Location of Inspection, in the condition as it was at the time at which the Services were performed.
- 9.3 Eurofins shall handle and store Test Materials in its possession in accordance with the standards of care that apply in business practice, but cannot be held liable for loss or destruction of Test Materials, even after their receipt in its laboratories.
- 9.4 The Client shall indemnify and hold Eurofins harmless against all claims of third parties against Eurofins as a result of any act or omission of the Client. This includes claims of third parties based on the fact that Eurofins would have violated intellectual property rights of that third party by using the information or Test Materials provided by the Client. The Client shall indemnify Eurofins against third party claims against Eurofins in connection with Reports addressed to the Client.
- 9.5 Unless expressly stated otherwise in the Agreement, any warranty offered by Eurofins shall expire after one (1) month from the date on which the relevant Services have been completed by Eurofins.
- 9.6 Eurofins shall only be liable to the Client for damage if and to the extent provided for in these Terms and Conditions of Sale. In the event that Eurofins is liable to the Client and has to compensate the Client's damage on that account, the limitation of liability contained in Articles 9.7 and 9.8 of these Terms and Conditions of Sale shall apply, regardless of the basis for the liability. This limitation of liability shall only not apply if the damage is the result of wilful or gross negligence on the part of Eurofins.
- 9.7 Eurofins has taken out (product) liability insurance to cover its liability risks. In the event that the Client has suffered damage for which Eurofins is liable, Eurofins shall at the Client's first written request submit the claim for payment of compensation to Eurofins' insurer with a request to compensate the damage suffered by the Client. In the event that Eurofins' ((product) liability) insurance does not provide cover or does not pay out, Eurofins' liability shall be capped at the price actually received by Eurofins (excluding VAT) for the Service delivered (or the product sold) that resulted in the damage, on the understanding

that Eurofins' liability shall at all times (as far as legally possible) be limited to an amount of EUR 25,000 (in words: twenty-five thousand euros).

- 9.8 The Client is in any case only entitled to compensation for the damage consisting of the loss suffered by it, which is in such a connection with the event on which the liability is based that the loss suffered can be attributed to this event. Indirect damage, such as lost profit, lost turnover or other damage based on lost future incoming cash flows or lost benefits/savings shall not be eligible for compensation by Eurofins.
- 9.9 The Client must report within a reasonable time, but no later than one (1) month after delivery of the Services, any defect in the Services provided to Eurofins, on penalty of forfeiture of all rights or claims of the Client relating to such defect. Any complaint must be formulated and documented in writing. Legal claims and defences, based on facts that would justify the assertion that the Client has suffered damage for which Eurofins is liable, shall lapse after 1 year counting from the day on which the damage arose
- 9.10 The Client warrants for the duration of Agreement, with respect to any economic trade sanctions imposed by the United States and/or the United Nations and/or the European Union, that:
- a. No economic sanctions have been imposed against it;
 - b. to its knowledge, the Client is not controlled or owned by a person subject to economic sanctions;
 - c. it complies with all economic sanctions laws. Without limiting the generality of the foregoing, the Client shall not (i) directly or indirectly export, re-export, tranship or otherwise supply (any part of) the Services in violation of any economic sanctions laws, or (ii) engage a trader, finance a transaction or otherwise facilitate others in violation of economic sanctions laws;
 - d. it is not involved in any proceedings regarding an (alleged) violation of economic sanctions legislation or that any investigation into it is ongoing in this regard.
- 9.11 The Client shall indemnify Eurofins against any loss, liability, damage, penalty or other costs (including but not limited to legal costs) suffered by Eurofins as a result of a breach of Article 9.10 by the Client.

10. FORCE MAJEURE

- 10.1 Eurofins cannot be held liable for any failure if such failure is related to a Force Majeure situation. Eurofins may suspend the obligations under the Agreement during the period that the Force Majeure situation continues. If the Force Majeure situation lasts longer than 3 months, each of the Parties shall be entitled to terminate the Agreement without any obligation to pay compensation to the other Party.
- 10.2 To the extent that Eurofins has partially fulfilled its obligations under the Agreement at the time of the occurrence of a Force Majeure situation, Eurofins shall be entitled to separately invoice the part already fulfilled or the part to be fulfilled.

11. RETENTION OF TITLE

- 11.1 All goods delivered by Eurofins under the Agreement that belong to it shall remain the property of Eurofins until the Client has fulfilled all obligations under the Agreement concluded with Eurofins. As long as Eurofins is the owner of the goods, it has the right to take back the goods or parts thereof. Before taking back all or part of the good, Eurofins shall notify the Client in writing of this intention and the Client shall have an additional final period of five (5) days to fulfil its obligations, without prejudice to acquired negligence interest. Until full satisfaction of its obligations under the Agreement, the Client shall not be entitled to resell, encumber with third party rights (such as but not limited to pledge), process or combine the good with other things. In case of acts contrary to the restrictions in the previous sentence (e.g. resale), the Client shall assign all claims of the Client against a third party to Eurofins for an amount corresponding to Eurofins' claim and Eurofins expressly accepts such assignment. The Client shall disclose the retention of title to third parties in all dispositions relating to the good and notify Eurofins immediately.

12. SECRECY

- 12.1 The Parties shall treat all Confidential Information exchanged in the context of the performance of the Agreement strictly as such and make every effort to maintain such confidentiality. The aforementioned obligation of confidentiality does not apply in respect of:
- a. Information lawfully obtained by a Party from third parties;
 - b. information that was demonstrably already in the possession of a Party prior to the Agreement and lawfully obtained;

- c. information that the receiving Party has demonstrably developed independently of the providing Party without reference to or reliance on Confidential Information;
- d. information that is or has become of common knowledge other than as a result of a breach of the confidentiality obligations applicable between the Parties.

12.2 The confidentiality obligation referred to in Article 12.1 of the Terms and Conditions of Sale does not apply if the receiving Party:

- a. is required to share Confidential Information pursuant to (i) the law, (ii) a court order or (iii) an order from a law enforcement agency; or
- b. has obtained a prior and written consent from the providing Party to share specific Confidential Information.

If and to the extent a Party is required to disclose Confidential Information as defined in Article 12.2, such Party shall, prior to disclosure, inform the other Party thereof in writing and indicate which information will be disclosed unless the law precludes informing the other Party.

12.3 Each Party respectively bears full responsibility for compliance with the confidentiality obligations by its employees, consultants or any other third party to whom it has made Confidential Information available.

12.4 The Client shall, upon Eurofins' first request, hand over the Confidential Information to Eurofins (including all copies thereof) or, if requested by Eurofins, destroy it (including all copies thereof). The Client shall hereafter inform Eurofins in writing that it no longer wishes to have any Confidential Information (including copies thereof) at its disposal.

13. INTELLECTUAL PROPERTY

13.1 All Intellectual Property Rights of a Party, introduced or disclosed to the other Party for the purpose of or in the context of the performance of the Agreement, shall remain the property of the Party that introduced and/or disclosed them. The Parties agree that the use of such background Intellectual Property Rights is limited to the performance of each respective Party's obligations under this Agreement.

13.2 Intellectual Property Rights created by or during the performance of the Agreement (e.g. through the improvement and/or modification of existing Intellectual Property Rights) shall belong exclusively to the Party that created them. The Client is entitled to use the (test) result conclusions, advice or findings arising from the Services performed for its own use and within the intended purpose of the Agreement and/or Order(s). Any (existing) Intellectual Property Rights of Eurofins and/or its Affiliated Companies shall only be transferred to the Client if the Parties have explicitly agreed on the sale/purchase and delivery thereof.

13.3 With regard to other Intellectual Property Rights (contained in documentation, reports and other carriers of Intellectual Property Rights), no transfer shall be effected except (if necessary for the performance of the Services and/or Order(s) and/or the Agreement) in connection with the perusal thereof by Eurofins. The Client shall be obliged to obtain prior and written permission from Eurofins if the Client wishes to reproduce, publish or otherwise incorporate such documents into other information carriers including (but not limited to): books, publications, websites, advertisements, software and film material.

13.4 Insofar as Eurofins has to use (intellectual) (property) rights that do not belong to it in order to perform Services requested from it, the Client warrants that the performance of the Services will not lead to any infringement of these rights, and the Client indemnifies Eurofins against claims of third parties supervising that Eurofins does not infringe these rights.

13.5 The Client explicitly agrees that Eurofins may use statistical and anonymous data resulting from the Services performed for publications in (scientific) articles, books and databases, the (further) development of services, research and/or quality controls and for processing for the purpose of generating models, reports, dashboards and/or other forms of conclusions that can be drawn from them. Eurofins and/or its Affiliated Companies shall exclusively retain ownership of the aforementioned generated items.

13.6 Nothing in the Agreement shall be construed as transferring or disposing of the personality rights contained in Article XI.165 §2 of the Code of Economic Law by Eurofins and/or its Affiliated Companies.

14. NON-POACHING CLAUSE

14.1 During the term of the Agreement as well as a period of two (2) years after its termination, the Client is prohibited from carrying out any activities whose purpose is to try, directly or indirectly, to induce Eurofins personnel in any way to terminate the (employment) relationship with Eurofins.

15. BREACHES

15.1 If and insofar as the Client breaches an obligation under Articles 12 to 14, it shall immediately owe Eurofins, without any formal notice being required, compensation of EUR 50,000 (fifty thousand) as well as an amount of EUR 5,000 (five thousand) for each day that the breach continues, all this capped at an amount of EUR 200,000 (two hundred thousand), without prejudice to Eurofins' right to claim damages and without prejudice to its other rights

16. PROTECTION OF PERSONAL DATA

16.1 When performing the Agreement, the Parties shall comply with all relevant laws and regulations in the field of personal data protection, including the GDPR. The Client is the processing controller (as referred to in Article 4(7) of the GDPR) when processing personal data in the context of the performance of the Agreement as the Client itself determines the purpose and means of the processing of personal data

16.2 Eurofins processes personal data obtained from the Client in the context of the performance of the Agreement and only for the purpose of fulfilling its legal obligations. Eurofins does not process any data on behalf of the Client, unless this is necessary for the performance of the Agreement and/or the Services and/or an obligation as referred to in these Terms and Conditions of Sale

16.3 Eurofins processes personal data for the duration of the Agreement and (if and to the extent applicable) for as long as it is required to do so in order to comply with contractual or legal obligations including (but not limited to) its duty of administration.

16.4 Eurofins may, in connection with the optimal performance of the Agreement, process, store and distribute the personal data of the Client and its employees (if necessary) to anyone within the organisation of Eurofins. All employees of Eurofins are subject to adequate confidentiality obligations (also) with regard to personal data.

16.5 Eurofins will only further process the personal data to the extent that doing so is not incompatible with the purpose for which the personal data was obtained.

16.6 Eurofins shall keep the personal data it obtains in the performance of the Agreement confidential and shall take appropriate technical and organisational measures to secure the personal data against loss, processing and unauthorised access.

16.7 If and to the extent required by the GDPR, the Client shall be obliged to enter into a processor agreement (as referred to in Article 28(3) of the GDPR) or a personal data processing arrangement (as referred to in Article 26 of the GDPR) with Eurofins.

17. OTHER PROVISIONS

17.1 If this Agreement shall prove to be partially invalid or non-binding, the Parties shall remain bound by the remaining provisions of the Agreement. In such case, the Parties will enter into consultations to replace the part of the Agreement found to be invalid or non-binding with provisions that are valid and binding and that (given the content and purport of the Agreement) correspond as closely as possible to those of the part found to be invalid or non-binding.

17.2 The effect and provisions of the Agreement shall remain in full force and effect after the termination of the Agreement until the Client has fulfilled all its payment obligations towards Eurofins in full. The provisions contained in Articles 9, 12, 14, **Error! Reference source not found.**, 17 and 18 of these Terms and Conditions shall, given their nature, remain in full force and effect after the termination of the Agreement.

17.3 Any deviation from or addition to the Agreement, including Orders, shall only be effective when agreed in writing by both Parties.

17.4 The Parties are not entitled to transfer their rights and/or obligations arising from the Agreement to any third party or third parties. Eurofins may nevertheless make use of Affiliated Companies and/or third parties for the performance of the assignment if this is necessary for an optimal performance of the Services.

17.5 Information, announcements, statements and prices given in, inter alia (but not exclusively), catalogues, leaflets, price lists, websites are intended solely for the purpose of providing information about Eurofins and its Services and are provided subject to programming and typing errors.

17.6 A Party's failure to (directly) enforce or invoke any right or power arising under the Agreement shall in no way constitute a limitation on or waiver of such rights or powers.

18. CHOICE OF LAW AND FORUM

- 18.1 These Terms and Conditions of Sale, the Agreement and the (further) agreements and (legal) acts resulting therefrom (including the existence and validity of all such agreements and legal acts) are governed by Belgian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is hereby expressly excluded.
- 18.2 For any dispute arising between the Parties as a result of a legal relationship between the Parties which is at their discretion, the competent court of the place of the registered office of Eurofins (i.e. the entity which entered into the Agreement) shall have exclusive jurisdiction