



CERGENTIS

COMPLETE GENE SEQUENCING

GENERAL SALES AND SUPPLY CONDITIONS

1 Definitions

1. In these general sale and supply conditions the following terms shall have the meaning set out below.
 - a) **Biological Material:** any biological material Cergentis receives from Customer for rendering the Services.
 - b) **Cergentis:** the Dutch limited liability company Cergentis B.V., having offices in (3584 CM) Utrecht, the Netherlands, at Yalelaan 62.
 - c) **Customer:** the private person or legal entity purchasing Products and/or Services from Cergentis.
 - d) **Deliverables:** a report describing the test results generated by Cergentis pursuant to the Research Plan and provided to Customer upon execution of the Project.
 - e) **Derived Material:** derivatives from Biological Material.
 - f) **GDPR:** General Data Protection Regulation, meaning Regulation (EU) 2016/679 of 27 April 2016.
 - g) **General Conditions:** these general sale and supply conditions used by Cergentis in relation to Customer, irrespective of the form in which they are presented.
 - h) **Privacy Statement:** Cergentis' privacy statement detailing how Cergentis deals with personal data, as referred to in the GDPR.
 - i) **Products:** all movable assets (including diagnostic kits and primers), which are subject to any offer or agreement between Cergentis and Customer.
 - j) **Project:** a project consisting of a set of defined Products and/or Services agreed between Cergentis and Customer.
 - k) **Quotation:** the budget applicable to the execution of the Project Plan.
 - l) **Project Plan:** the part of the Quotation describing which Products and/or Services Cergentis and the Client have agreed upon and how these shall be delivered and/or rendered.
 - m) **Results:** all data generated by Cergentis during a Project, in accordance with the Project Plan.
 - n) **Services:** all activities (including but not limited to diagnostic services and data analysis), which are subject to any offer or

agreement between Cergentis and Customer.

2 Applicability

1. The General Conditions shall cover and form part of all offers, agreements and other acts, either made orally, in writing, electronic or in any other form, concerning the supply by Cergentis of Products and/or Services to or on behalf of the Customer.
2. The General Conditions also apply to Products and/or Services partly or wholly obtained by Cergentis from a third party, which are delivered to the Customer, as well as to Products and/or Services required for the execution of any offer or agreement in the relation between Cergentis and Customer.
3. Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between Cergentis and Customer.
4. Cergentis explicitly rejects the applicability of any general (purchase) conditions used by the Customer.
5. If and to the extent that any provision contained in these General Conditions should prove not valid for whatever reason, the other provisions of these General Conditions shall remain in full force and effect.

3 Offer and agreement

1. All offers made by Cergentis shall be without any obligation, unless explicitly otherwise stated in writing.
2. All offers are valid for the period mentioned in the offer concerned. If no period is mentioned, the offer will be valid for fourteen (14) days after the date mentioned in the offer.
3. An agreement with respect to Products and/or Services shall have been concluded as soon as the Customer accepts Cergentis' offer in writing.
4. All Customer's instructions in view of the ordering of Services with Cergentis are accepted and carried out exclusively by Cergentis, with the exclusion of Article 7:404 Dutch Civil Code.
5. Cergentis is entitled to request that Customer places orders for Products and/or Services having a certain minimum quantity or value.

6. Any other party than Customer cannot derive any rights from an order placed by Customer with Cergentis.

4 Prices, fees and variations

1. All prices and fees mentioned in Cergentis' offers are in Euros, unless explicitly otherwise stated.
2. Furthermore, all prices and fees are excluding value-added tax (VAT), any other sales tax, duty, inspection or testing fee and any other taxes or government levies, as well as costs for transport and delivery, unless explicitly otherwise stated.
3. Cergentis is at any time authorized to adjust its prices and fees with respect to new Projects.
4. If in consultation with the Customer deviations from the original agreement will be made, the costs deriving from such deviations will be invoiced to the Customer against the prices and fees that apply at such moment.

5 Payment

1. Unless otherwise agreed between Cergentis and Customer, Cergentis' invoices must be paid within 30 (thirty) days after the date of invoice.
2. All payments by Customer to Cergentis shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by Customer.
3. Customer shall not be entitled to any postponement of payment of Cergentis' invoices, neither to any set-off or reduction outside the scope of its rights in this respect under mandatory law.
4. Cergentis is entitled at all times to require payment in advance by Customer and to postpone delivery of Products and/or Services until such payment in advance has been received.
5. Furthermore Cergentis is entitled to require security from the Customer for the fulfilment of its payment obligation in any form, to be indicated by Cergentis, such as a bank guarantee. In such event, the Products and/or Services will only be delivered after such security has been obtained.
6. If the Customer fails to pay an invoice within the payment term, Customer is in default without a warning or notice of default being required.

7. From the day on which the Customer shall be in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate.
8. If Customer continues to be in default in his obligation to pay the outstanding invoice with accrued interest, Cergentis is at liberty to instruct a debt-collector agency and/or lawyer to collect Customer's debt.
9. All collection costs incurred by Cergentis in respect of such collection, both in law (judicial costs) as well as out of law (extra judicial costs) shall be for the Customer's sole account. The amount of the collection costs shall be determined at least 15% (fifteen percent) of the principal sum due by Customer to Cergentis.

6 Performance of the Project, delivery and retention of title

1. Each Project will start as soon as possible after Cergentis has received and tested the Biological Material and Client has made any advance payment requested pursuant to article 5.4 of these General Conditions in full.
2. Cergentis shall perform the Services professionally and to the best of its abilities in accordance with the Project Plan and its Privacy Statement. However, Customer acknowledges that Cergentis cannot guarantee any particular results.
3. Cergentis shall make its best endeavours to deliver the Products and/or Services within the term set out in the Project Plan, but it shall not be liable for any damages suffered by Client in the event that the Project is not completed within the agreed term.
4. If at the election of Cergentis, it is necessary to subcontract a part of the Project, Cergentis shall be at liberty to do so without first obtaining Customer's permission, provided that such subcontracting shall take place under the supervision and responsibility of Cergentis.
5. Products shall be delivered FCA Cergentis (Incoterms 2010) and Deliverables shall be provided to Customer by regular mail and/or by electronic mail.
6. Cergentis retains title to the Products and/or Deliverables, until payment has been received in full, including accrued interest and costs

referred to in article 5 of these General Conditions.

7. All Products shall be suitably packed in Cergentis' standard shipping cartons and marked for delivery to Customer.
8. Title and risk of loss or damage with respect to the Products shall pass to Customer when Cergentis hands over the Products to the courier selected by Customer.
9. Upon delivery, Customer shall store the Products in accordance with the storage conditions specified by Cergentis and/or those conditions indicated on the packaging of the Product.

7 Complaints

1. Immediately upon receipt of the Products and/or Deliverables, Customer will verify all Products or Deliverables, whatever is the case, for potential defects or shortcomings, including incomplete or incorrect delivery.
2. Any claims for damaged, missing or defective Products or otherwise incorrect deliveries must be reported in writing to Cergentis within fourteen (14) days from the date of receipt of the Products, otherwise the Products will have deemed to have been received in good condition and accepted by Customer.
3. If Customer is of the opinion that any Product or Service delivered by Cergentis does not meet the agreed conditions, Customer must notify Cergentis thereof in writing within fourteen (14) days of delivery, or fourteen (14) days from the day Customer could reasonably be aware of the alleged shortcoming, otherwise Customer will be deemed to have acknowledged that the Products and/or Services were supplied in conformity to the agreed conditions.
4. Customer will only return rejected Products to Cergentis after written approval of Cergentis, provided that the Products are unused, they are in the Product's original containers and packaging material and in a condition no worse than delivered to Customer.
5. Cergentis may refuse to receive any Product not timely rejected in writing.
6. For any valid claim made regarding Products, Cergentis shall at its option, repair the Product or replace the Product with an identical or substantially similar Product. The foregoing shall be Customer's sole and exclusive remedy for

damaged, defective or missing Products, except for the express warranty rights stated under article 8.

7. If and when any Products and/or Services Cergentis supplied to Customer caused damage, regarding which Customer claims compensation, Customer shall report any such damage to Cergentis within two (2) business days after which such damage occurred.
8. For any valid claim made regarding Products, Deliverables and/or Services, Cergentis and the Customer will discuss in good faith how such complaint could be best remedied.
9. All of Customer's objections against any of Cergentis' invoices must be notified in writing to Cergentis within 14 (fourteen) days after the date of invoice, after which term the amount concerned is considered to be acknowledged for payment in due time.

8 Product warranty, limitation of liability and indemnification

1. Subject to article 8.2, Cergentis warrants that the integrity and the quality of its Products comply with the description provided on the packaging and labelling upon delivery, on the understanding that the Products are transported, stored and used in accordance with the instructions for use provided by Cergentis.
2. Cergentis shall use reasonable efforts in producing the Products and/or performing the Services but does not make any warranties, express or implied, by operation of law or otherwise, with respect to the functionality the Products and/or the Services. Without limiting the foregoing, Cergentis specifically disclaims all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.
3. The liability of Cergentis due to an attributable failure to perform under any agreement concluded between Cergentis and Customer will be limited to compensation of the direct damages.
4. Any liability of Cergentis for special, punitive, consequential or indirect damage, including but not limited to loss of profits, loss of turnover, loss of prospective profits or anticipated sales or goodwill is excluded.

5. Furthermore, Cergentis will not be liable for damages, including but not limited to the infringement of third party intellectual property rights, resulting from (i) the use of the Biological Material by Cergentis and/or (ii) the use and/or processing of any Results by the Customer, save for wilful misconduct or gross negligence by Cergentis.
 6. The liability of Cergentis shall, save for wilful misconduct, never exceed the sum stipulated for the Products and/or Services to which the failure pertains (or, in the event of a long term agreement, the total amount paid by Customer to Cergentis in the 12 months preceding the failure).
 7. Customer agrees to indemnify, defend Cergentis from and hold Cergentis harmless against any and all claims and/or damages resulting from:
 - a) the exercise of any and all rights granted by Cergentis to Customer under these General Conditions and/or any related agreement;
 - b) Customer's breach of any provision of these General Conditions and/or any related agreement;
 - c) any infringement of third party intellectual property rights (i) by Cergentis when using the Biological Materials or (ii) by Customer when using the Results.
 8. This clause does not apply to death or personal injury to the extent that Cergentis cannot by law exclude or limit its liability for such damages.
4. Customer shall pass on to each of its clients the limitations on warranty specified in the agreement between Cergentis and Customer. The Customer has no authority to modify Cergentis' warranty and shall indemnify Cergentis for any unauthorized modification.
 5. Customer shall give and make no other warranty or representation on behalf of Cergentis' Products and/or Services as to quality, reliability, fitness for purpose or any other feature of the Products and/or Services than those given by Cergentis to the end user as set forth in the warranty literature applicable to the specific Product and/or Service.
 6. If Customer unilaterally extends any additional warranty, Customer shall indemnify Cergentis for any liability caused by such additional warranty.
 7. Customer agrees to use Cergentis' Products in strict accordance with applicable instructions, warning and other information in user manuals or Product documentation, and in the manner for which they were intended and it shall not reverse engineer the Products.
 8. If Customer despite the prohibition contained in article 9.7 generates any data and/or rights of intellectual property regarding the composition of the Product, it shall transfer those data and/or rights to Cergentis without any compensation due upon first request of Cergentis.

9 Customer Obligations

1. Customer will provide Cergentis in due time with complete data and other information required by Cergentis for delivery of the Products and/or rendering the Services.
2. Customer warrants that the information as meant in this article 9 is correct and complete, and that it is entitled to provide Cergentis with such information for the delivery of Products and/or Services. Customer indemnifies Cergentis against all third parties' claims in this respect.
3. Customer shall not send Cergentis any information that can directly or indirectly link any human DNA samples to natural persons. Therefore, human DNA samples provided to Cergentis are not to be regarded as "personal data", as referred to in the GDPR. However, if any of the data provided by Customer nevertheless involve personal data, Customer guarantees that with regard to such samples, all applicable regulations for the protection of privacy have been observed. Customer furthermore guarantees that Cergentis is entitled to process such samples for the purposes agreed with Customer, who will indemnify Cergentis against any third parties' claims in this respect. Cergentis agrees to observe all applicable privacy regulations as well. In any such cases, Cergentis will act regarding such personal data as a "processor" and Customer will be the "controller", both as referred to in the GDPR.

10 Material

1. Customer will supply Cergentis with the Biological Material at its own risk and expenses (DDP, incoterms 2020).
2. Customer warrants that the Biological Material is free from diseases, contaminants or any other hazardous properties and that it is entitled to provide Cergentis with such Biological Material for rendering the Services. Customer indemnifies Cergentis against all third parties' claims in this respect.
3. If Customer cannot provide the warranty referred to in article 10.2 of these General Conditions, it will inform Cergentis in advance thereof. It is up to Cergentis to decide if in the absence of such warranty it will start the Project or use the Biological Material.
4. Upon receipt of the Biological Material, Cergentis will subject it to a quality test. In the event that the Biological Material does not meet the quality standards agreed upon in the Project Plan, Cergentis will inform the Customer thereof. Subsequently the Project will be postponed until Cergentis has received Biological Materials meeting the agreed quality standards.
5. If the Customer supplies the Biological Material any later than indicated in article 10.1 of these General Conditions, Cergentis is at liberty to postpone the Project in consultation with Customer.
6. Cergentis will exclusively use the Biological Material for rendering the Services.
7. Unless otherwise agreed, Cergentis will destroy all Biological Material and Derived Material after 1 year after termination of the Project. Results will be stored for at least 3 years without charging any costs to the Customer. After this term, Cergentis reserves the right to destroy the Results, unless the Customer indicates it wants Cergentis to keep these. In that case, Cergentis may charge the Customer for further storage.

11 Confidentiality

1. Both Cergentis and Customer undertake to observe strict confidentiality with regard to all confidential information they receive from each other. They shall also impose this confidentiality obligation on their employees as well as to third

- parties who have been contracted by them in connection with any agreement between Cergentis and Customer.
2. Information will in any event be regarded as confidential if either Cergentis or Customer indicates such information as confidential.
3. The confidentiality obligations referred to in articles 11.1 and 11.2 above shall not apply or cease to apply to information regarding which the receiving party can prove by documentary evidence that:
 - a) it was in the public domain prior to disclosure to the receiving party;
 - b) it was in its possession prior to the disclosure to the receiving party, provided that it was not acquired directly or indirectly from the disclosing party;
 - c) after disclosure to the receiving party, it became part of the public domain by publication or otherwise through no act or omission of the receiving party;
 - d) after disclosure to the receiving party, it has been lawfully provided by a third party, meaning that this third party was not under any confidentiality obligation regarding the information supplied to the receiving party.

12 Intellectual Property

1. Subject to article 12.2 of these General Conditions, Customer will acquire the ownership of the Results, unless otherwise agreed.
2. Cergentis may use the Results for its own internal research, solely for the purpose to further develop its proprietary methodologies and technologies. Furthermore, any improvements of those methodologies and technologies arisen during the execution of the Project, shall be owned by Cergentis.
3. Cergentis shall retain any and all copyright vested in the Project Proposal and in the Deliverables. With respect to the Deliverables, it provides Customer a non-exclusive, world-wide, fully paid up and royalty free license to use these Deliverables for any purpose Customer deems fit.
4. In the event Customer wishes to publish (part of) the Results in a scientific or commercial publication, Cergentis shall be properly acknowledged and/or shall be co-author of the

publication, all in accordance with the international rules for (scientific) publications.

13 Termination

1. These General Conditions and any related agreement shall remain in force until Cergentis has received full payment for any Products and/or Services agreed upon with Customer.
2. Cergentis will have the right to terminate any agreement with Customer in the event Customer does not supply Cergentis with the Biological Material, which meets the agreed quality standards within six (6) months after the date of the Quotation.
3. Either Cergentis or Customer is entitled to terminate an agreement in place between them with immediate effect and without any judicial intervention being required if:
 - a) its counterpart has not, not timely or not properly fulfilled its obligations hereunder and, such default can either not be cured or, if curable, has not been cured within fourteen (14) days after receipt of written notice thereof from the other party, all without prejudice to the right of the terminating party to claim the damages it has suffered as a result of the termination of this agreement; or
 - b) its counterpart files for bankruptcy or suspension of debts (*surséance*), a petition for bankruptcy has been filed against it, passes a resolution for its liquidation, if a liquidator is appointed in respect of its assets or if the counterparty makes an assignment for the benefit of its creditors, or deceases.
4. The termination of an agreement between Cergentis and Customer does not release Customer from any payment obligation regarding any Products and/or Services delivered by Cergentis, unless Cergentis is in default with regard to such Product and/or Service.
5. The provisions regarding Product warranty, limitation of liability and indemnification (8), confidentiality (11), intellectual property rights (12), and disputes (14) shall survive termination of these General Conditions and any related agreement.

14 Disputes

1. These General Conditions as well as any related agreement between Cergentis and Customer concerning the delivery of Products and/or the supply of Services, are governed by the laws of the Netherlands.
2. Any disputes following from or arising in connection with these General Conditions and any related agreement between Cergentis and Customer shall exclusively be submitted to the competent court in Utrecht, The Netherlands.

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