

GENERAL TERMS AND CONDITIONS

I. Applicability

1. These General Terms and Conditions (Terms and Conditions) shall apply exclusively to any offer, quote or contract between CLEA Technologies B.V. (CLEA Technologies) and a Customer, unless varied by express agreement accepted in writing by both parties. In the event of any conflict between the Terms and Conditions in any form proposed by the Customer and the terms set forth in these General Terms and Conditions of CLEA Technologies, the latter shall govern.
2. All sales of products, materials, properties or services (collectively, the "Products") of CLEA Technologies are subject to the terms set forth in these Terms and Conditions.
3. No variations of these Terms and Conditions shall be binding to CLEA Technologies unless agreed to in writing and signed by an authorised representative of CLEA Technologies.

II. Orders, Acceptance and Prices

1. Any offer or quotation of a Product to the Customer shall be valid as given for a period of 30 days after the date of issuing. An offer or quote for a Product shall no longer be valid if in the meantime the Product is no longer available or can no longer be made on a reasonable timescale.
2. CLEA Technologies cannot be kept to any offer if the Customer reasonably understands that the offer, or a part of it, is a mistake of any form.
3. Any order placed by the customer, by means of a formal Purchase Order, shall only be regarded as accepted when it has been confirmed by CLEA Technologies in writing.
4. Except as otherwise stated under the terms of any written offer, quotation or in any price list of CLEA Technologies or otherwise agreed in writing between the Customer and CLEA Technologies, all prices are given in Euro. All prices are exclusive of packaging, handling, transport, insurance and any applicable value added tax, each of which the Customer is liable to pay to CLEA Technologies. All prices are given on an Ex Works basis.
5. CLEA Technologies reserves the right to change prices of the Products to reflect any change in CLEA Technologies' costs, which is due to factors beyond the control of CLEA Technologies. In the event that such a price change occurs after an order has been accepted in writing by CLEA Technologies, CLEA Technologies will provide the evidence regarding the justification of the price change. The customer may cancel the purchase order in writing, when the price increase is more than twenty percent (20%).

III. Time of Delivery, Partial Delivery, Default

1. If a certain time frame for delivery has been agreed between the parties, such time frame shall be measured from the date of written confirmation of the order, but in any event not before the date on which all details of the specific order have been agreed in writing between the parties. Delivery of the goods shall be deemed complete at the moment CLEA Technologies has handed over the goods to the transport or shipping company or handed over the deliverables in any other way, in the agreed format, to the Customer.
2. CLEA Technologies shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond CLEA Technologies' reasonable control, including, without limitation, unexpected scientific results, unexpected delay or any failure to deliver of our CLEA Technologies, embargo or other governmental act, regulation or request affecting the conduct of CLEA Technologies' business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties.
3. Section III(2) above shall also apply in case of any delay in transportation, or CLEA Technologies inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

IV. Payment

1. Terms of sale are net thirty (30) days after the date of the invoice from CLEA Technologies, unless agreed otherwise between the parties in writing. In cases of default of payment, the general rules of the applicable Dutch civil law shall apply.
2. In case of delivery in installments, the Customer shall be obliged to pay the price in proportion to the partial delivery.
3. In case payment is not received within the payment term as specified under section IV(1), the customer shall be liable to pay a monthly interest of 1% or the Dutch legal interest rate, whichever is higher. The interest shall be calculated from the moment of neglect up until payment of the total liable sum.
4. CLEA Technologies keeps the right to settle payments received from the customer, first with expenses made, secondly with interests liable by the customer and thirdly with the invoice amount, explicitly in this order. CLEA Technologies keeps the right to refuse any other order of settlement and is allowed to refuse payments of invoice amount when the payment does not include settlements for interest and expenses.
5. The customer is never allowed to settle invoices due to CLEA Technologies with other claims.
6. The payment obligation of the customer is never suspended, based on objections to the height of the invoiced amount. When the customer cannot claim under section 6.5.3 articles 231 until 247 book 6 BW under the Dutch civil law. The customer is also not justified to suspend payment of the invoice for other reasons.
7. When the customer does not comply to its obligations to pay the invoice in a timely matter. All justifiable legal and other costs are for the accounts of the customer. All additional costs are subject to interest calculation as stated under section IV(3)

V. Transfer of Risks, Shipment and Packaging

1. Except as otherwise agreed by the parties in writing, risk or loss shall pass to the Costumer at the time when CLEA Technologies handed over the Products to the transport or shipping company.
2. Any insurance of the goods against damages, loss, including transport and fire damages, will be made only on request and the cost thereof shall be borne by the Costumer.
3. If the Products are delivered via shipment or transport, the Costumer shall document damage to the products upon arrival, if any, in order to secure any claims for such damage against the shipment and transport company. The Costumer shall immediately notify CLEA Technologies of any such damage.

VI. Retention of title

1. CLEA Technologies shall retain full title to the Products that have been delivered until the Costumer has discharged all claims arising from the business relationship which shall include any account balance and claims from refinancing.
2. Unless expressly permitted by CLEA Technologies in writing, the Costumer shall have no right to retake, sell, process or otherwise deal with or dispose of the Products within the ordinary course of business. Any authority granted hereunder shall automatically cease in the case of default of payment. The Costumer shall not acquire title to the fully or partly processed Products; the processing shall be free of charge for the benefits of CLEA Technologies as manufacturer. If the Products in which CLEA Technologies has retained title shall be inseparably assembled or mixed with goods that are a third party's property, CLEA Technologies shall acquire co-title in the new goods or the mixed stock. The proportion of title shall follow from the proportion of the invoice value of the Products under retention of title and the invoice value of the other goods. The Costumer will store the goods under co-title by CLEA Technologies without storage costs for CLEA Technologies.
3. The Costumer is not entitled to pledge or to secure the Products under retention of title for a debt or for any other obligations of the Costumer. The Costumer hereby assigns to CLEA Technologies all claims arising from the resale of the Products delivered under retention of title. Such claims shall also include claims against insurances or claims arising out of tort and including any claims from any positive account balance. CLEA Technologies hereby accepts such assignment. On CLEA Technologies' request the Costumer has to nominate to CLEA Technologies the party who has received the goods. The Costumer entitles CLEA Technologies to recover any assigned claims in name of CLEA Technologies.
4. In the event of any third party action against Products that are delivered under retention of title or against any receivables assigned to CLEA Technologies, the Costumer shall immediately notify CLEA Technologies and such third party of CLEA Technologies' property and rights, enabling CLEA Technologies to safeguard its property. The Costumer shall bear the costs of any intervention.
5. If the Costumer is in breach of contract, including without limitation payment default, the Costumer shall, upon demand from CLEA Technologies, immediately return to CLEA Technologies all goods delivered under retention of title and assign to CLEA Technologies any repossession claims against any third party in conjunction with such Products. In such event, CLEA Technologies shall also be entitled to rescind the contract. If CLEA Technologies has received repossession of the goods, CLEA Technologies is entitled to sell or otherwise exploit or utilize such Products. Any money received by such realization or sale is to be counted towards the payment obligations of the Costumer.
6. Upon the Costumer's request, CLEA Technologies is obliged to release any part of the collateral, if the collateral held in favor of CLEA Technologies exceeds the value of the claims being secured to an amount of more than ten percent (10%). It is to the decision of CLEA Technologies to release these parts of the collateral as suitable for CLEA Technologies.

VII. Use of products

1. CLEA Technologies' products are intended primarily for laboratory research purposes and, unless otherwise stated on product labels, in catalogue or in other literature furnished to Customer, 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 ("Permitted Use").
2. Customer acknowledges that the products have not been tested by CLEA Technologies for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in literature furnished to the Customer by CLEA Technologies. Customer expressly represents and warrants to CLEA Technologies that Customer will properly test, use, manufacture and market any products purchased from CLEA Technologies and/or materials produced with products purchased from CLEA Technologies in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Customer further warrants to CLEA Technologies that any material produced with products from CLEA Technologies shall not be adulterated or misbranded.
3. Customer realizes that, unless otherwise stated, CLEA Technologies products may not be on the Toxic Substances Control Act (TSCA) inventory. Customer assumes responsibility to assure that the products purchased from CLEA Technologies are approved for use under TSCA, if applicable.
4. The Costumer acknowledges and agrees that the Products may have biological and/or chemical properties that are unpredictable and unknown at the time of transfer, that they are to be used with caution and prudence, and are not to be used for testing in or treatment of humans or for any purpose other than the Permitted Use.
5. Customer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from CLEA Technologies. Customer 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. If the products purchased from CLEA Technologies are to be repackaged, relabeled or used as starting material or components of other products, Customer will verify CLEA Technologies' assay of the products.
6. The Costumer shall comply with any and all laws, regulations and rules applicable to the Product and any instructions for use issued in writing by CLEA Technologies.

VIII. Intellectual Property, Confidentiality

1. Nothing in these Standards Terms and Conditions shall be deemed to grant or assign to the Customer any rights under any patents, patent applications, trade secrets, trademarks, copyrights or any other proprietary intellectual property rights of CLEA Technologies or its Affiliates.
2. The composition of the Products or the Products itself may be subject of knowledge which belongs to the secret know-how of CLEA Technologies or third parties. The Customer shall keep such secret know-how strictly confidential. In particular, the Customer shall not in any way reverse engineer a Product or bring third parties in a position to do the foregoing. To this end, the Customer shall refrain from transferring Products or parts thereof which are subject to such secret know how to third parties.
3. Resellers of products from CLEA Technologies will make reference to CLEA Technologies as the original producer. This also applies to products from CLEA Technologies publicized in catalogues of third parties.
4. Notwithstanding anything to the contrary, in case of any breach by the Customer of its obligations under this Section VIII, the Customer shall pay a penalty of EUR 50,000 to CLEA Technologies per breach. The Customer's liability to CLEA Technologies for damages, including without limitation special, indirect and consequential damages, including, for example, loss of profits or revenue, shall remain unaffected.

IX. Credit rating of Buyer

1. CLEA Technologies is entitled to rescind the contract if facts arise that cast doubts on the credit rating of the Customer. In this case, CLEA Technologies may in such event demand prepayments or a security deposit.

X. Subject Matter of Contract, Warranty, Duty to Inspection

1. The subject matter of these Terms and Conditions is exclusively the Products as described in the confirmation of a particular order. Further specifications or elements or a specific subject matter of contract shall only be deemed as agreed between the parties if expressly confirmed by the parties in writing. The Customer acknowledges and agrees that in the course of technical progress or in the course of further development of specific Products, CLEA Technologies may make reasonably necessary modifications to the specification of such Products without prior notification to the Customer. If the Customer requests that a particular Product must be produced on behalf of specifications of the Customer, such specifications shall only be part of contractual obligations of CLEA Technologies when confirmed by writing by an authorized representative of CLEA Technologies.
2. The Customer shall inspect the Products immediately upon receipt and shall notify CLEA Technologies in writing of any and all defects, damages, shortages or other claims related to such Products. If CLEA Technologies does not receive any such notification within ten (10) days after CLEA Technologies has delivered the Products, the Products shall be conclusively deemed to be irrevocably accepted by the Customer and to be complete, undamaged and in compliance with the terms and conditions of the transfer of such Products. A notice of defect cannot be rendered after mixture, processing, usage or resale of the Products delivered.
3. Warranties do not extend to:
 - a. Products that are not properly stored;
 - b. defects caused by wrong handling, installation or modification of the Product by the Customer or a third party;
 - c. the suitability of the Product for a specific purpose, unless otherwise agreed between the parties in writing;
 - d. any Products provided by CLEA Technologies according to specifications supplied by the Customer;
 - e. the stability of enzymes or other fine chemicals, produced, prepared or CLEAed according to the current state of technology, unless a certain stability has been confirmed by CLEA Technologies in writing.
4. The Customer's sole and exclusive remedy for timely rejection of the Products that are defective, damaged or otherwise not in compliance with these Terms and Conditions shall be the replacement of such Products without charge or, in the event that CLEA Technologies received cash consideration from the Customer for such Products, refund of such cash consideration. The Customer retains the right to rescind the respective individual contract only in the event that CLEA Technologies is not able to replace the non-compliant Products within a reasonable time. In any event, the Customer shall return to CLEA Technologies all Products that are defective, damaged, or otherwise not in compliance with these Terms and Conditions.
5. Unless expressly agreed to in writing or unless otherwise provided in these Terms and Conditions, CLEA Technologies is providing the Products with no representations and extends no warranties of any kind, either express or implied, including without limitation warranties of merchantability, fitness, for a particular purpose or that the products will not infringe any patent, copyright, trademark or other proprietary right of any third party.

XI. Liability

1. CLEA Technologies liability to the Customer shall not exceed the amount received by CLEA Technologies in exchange for the Products.
2. In no event shall CLEA Technologies be liable to the Customer for special, indirect, consequential or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including but not limited to, loss of profits or revenue.
3. Any liability of CLEA Technologies is, regardless of the nature of claim, excluded if not otherwise expressly stipulated in these Terms and Conditions.
4. CLEA Technologies shall not be liable in case of slight negligence unless there is a violation of a cardinal contractual duty.
5. Any discharge from liability will be void if a defect or the breach of a contractual obligation results from an intentional breach of contract on CLEA Technologies' side. In the case that a breach of a contractual obligation was caused by gross negligence or if CLEA Technologies may be held responsible for the intentional or negligent breach of any essential contractual obligation, liability does not extend beyond the typical and foreseeable damage. In cases of slight negligence, liability does not extend further than a damage equal to that covered by CLEA Technologies' business liability insurance.
6. Sections XI(1) through XI(5) shall also apply to cases of frustrated expenses.
7. Any discharge from liability does also apply for any personal liability of the officers, employees, representatives as well as other persons employed by CLEA Technologies in the performance of CLEA Technologies' obligations.
8. The Customer shall indemnify, defend and hold CLEA Technologies and its Affiliates, agents, employees, officers and directors harmless from and against any and all liability, damage, loss, cost or expense (including attorneys' fees) arising out of third party claims or suits related to the storage, use, or handling of the Product by or on behalf of the Customer or any breach of the Customer of these Terms and Conditions.

XII. Miscellaneous

1. Failure from CLEA Technologies to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Customer's 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 rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.
2. If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation.
3. Ambiguities, if any, in these Standard Terms and Conditions shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.

XIII. Place of Delivery, Jurisdiction, Applicable Law

1. Place of performance is Delft (The Netherlands).
2. The courts of The Hague, respectively the District Court of The Hague, shall have jurisdiction over all disputes arising from the business relationship. However, CLEA Technologies may also select a different place of jurisdiction at the place of business of the Customer.
3. For these Terms and Conditions as well as for the business relationship between CLEA Technologies and the Customer, the laws of the Netherlands shall apply.