

GENERAL SALES AND SUPPLY CONDITIONS OF CHECK-POINTS B.V.

1 Definitions

In these general sale and supply conditions the following terms shall have the meaning set out below.

- 1.1. “Affiliates” means any entity that controls, is controlled by or is under common control with Check-Points. For purposes of this definition only, “control” means (a) to possess, directly or indirectly, the power to direct the management or policies of a entity, whether through ownership of voting securities, by contract relating to voting rights or corporate governance, or (b) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such entity.
- 1.2. **Check-Points:** the Dutch limited liability company Check-Points B.V., having offices in (6709 PD) Wageningen, the Netherlands, at Binnenhaven 5 and/or the respective Affiliate that enters into the contract with the Customer.
- 1.3. **Customer:** the private person or legal entity purchasing Products and/or Services from Check-Points.
- 1.4. **Deliverables:** a report describing the test results generated by Check-Points pursuant to Services.
- 1.5. **General Conditions:** these general sale and supply conditions used by Check-Points in relation to Customer, irrespective of the form in which they are presented.
- 1.6. **Products:** all movable assets (including diagnostic kits) produced by Check-Points which are subject to any offer, proposal, agreement or any other contract between Check-Points and Customer. A list of products is available in Annex I. This list is non-exhaustive.
- 1.7. **Equipment:** All equipment sold directly by Check-Points in support of the Products as defined in article 1.6, which are subject to any offer, proposal, agreement or any other contract between Check-Points and Customer. A list of products is available in Annex II. This list is non-exhaustive.
- 1.8. **Services:** all activities (including diagnostic services) which are subject to any offer, proposal, agreement or any other contract between Check-Points and Customer. A list of Services is available in Annex I. This list is non-exhaustive .

2 Applicability

- 2.1 The General Conditions shall cover and form part of all offers, proposals, agreements and other acts, either made orally, in writing, electronic or in any other form, concerning the supply by Check-Points of Products and/or Services to or on behalf of the Customer.
- 2.2 The General Conditions also apply to Products and/or Services partly or wholly obtained by Check-Points from a third party and which are, either processed or not, delivered to the Customer, as well as to Products and/or Services required for the execution of any offer, proposal, agreement in the relation between Check-Points and Customer.



- 2.3 In the event that one or more provisions in these General Conditions should be wholly or partially at odds with any provision of mandatory law, or if any provision of these General Conditions should be deemed unreasonably onerous by a court ruling, or at least if that provision is deprived of its effect, these General Conditions will otherwise remain in full force. Check-Points and Customer shall then consult in order to establish a new provision with regard to the annulled or nullified provisions, whereby the purpose and the meaning of the original provision shall be taken into account as much as possible.
- 2.4 Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between Check-Points and the Customer.
- 2.5 Check-Points explicitly rejects the applicability of any general (purchase) conditions used by the Customer.
- 2.5 2.6 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

- 3.1. All offers made by Check-Points shall be without any obligation unless explicitly otherwise stated in writing.
- 3.2. 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.
- 3.3. An agreement with respect to Products and Services shall have been concluded as soon as Check-Points accepts the Customer's order in writing, or on the moment Check-Points starts executing the Customer's order.
- 3.4. Check-Points is entitled to engage subcontractors in the supply of Products or Services unless expressly agreed otherwise between Check-Points and the Customer..
- 3.5. Check-Points is entitled to request that Customer places orders for Products and/or Services having a certain minimum quantity or value.
- 3.6. Any other party than Customer cannot derive any rights from an order placed by Customer with Check-Points.

4 Prices and Variations

- 4.1. All prices and fees mentioned in Check-Points' offers are in Euros, unless explicitly otherwise stated.
- 4.2. 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.
- 4.3. Check-Points is at any time authorized to adjust its prices and fees. Unless agreed upon in writing that prices and fees are valid for a fixed period, all announced adjustments will enter into force 1 (one) month after the announcement thereof.
- 4.4. If the Customer does not agree with any announced adjustment in Check-Points' prices and fees, the Customer may terminate the agreement with Check-Points in writing within 14 (fourteen) days after such announcement. Termination will have effect from the date the adjustment of the prices and fees enters into force.
- 4.5. If in consultation with the Customer deviations from the original agreement will be made, the costs deriving from such variations will be invoiced to the Customer against the prices and fees that apply at such moment.

5 Payment

- 5.1. Unless otherwise agreed between Check-Points and Customer, Check-Points' invoices must be paid within 30 (thirty) days after the date of invoice.
- 5.2. All payments by the Customer to Check-Points shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by the Customer.
- 5.3. Customer shall not be entitled to any postponement of payment of Check-Point's invoices, neither to any set-off or reduction outside the scope of its rights in this respect under mandatory law.
- 5.4. Check-Points 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.
- 5.5. Furthermore Check-Points is entitled to require security from the Customer for the fulfilment of its payment obligation in any form, to be indicated by Check-Points, such as a bank guarantee. In such event, the Products and/or Services will only be delivered after such security has been obtained.
- 5.6. 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.
- 5.7. 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.
- 5.8. From the day on which the Customer shall be in default until the day of payment, Check-Points reserves the right to (i) postpone any pending deliveries (ii) and stop and/or postpone services.
- 5.9. If Customer continues to be in default in his obligation to pay the outstanding invoice with accrued interest, Check-Points is at liberty to instruct a debt-collector agency and/or lawyer to collect Customer's debt.
- 5.10. All collection costs incurred by Check-Points 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 Check-Points with a minimum of EUR 500.

6 Delivery, Performance and Retention of Title

- 6.1. Products and Equipment shall be delivered FCA (Incoterms 2020) Check-Points. Deliverables will be provided to Customer by regular mail and/or by electronic mail.
- 6.2. All Products shall be suitably packed in Check-Points' standard shipping cartons and marked for delivery to Customer.
- 6.3. Title and risk of loss or damage with respect to the Products shall pass to Customer when Check-Points hand over the Products to the courier selected by Customer at the place mutually agreed upon. If the place for handing over the Products to Customer's courier has not been agreed upon, Check-Points can indicate such place.
- 6.4. Upon delivery, Customer shall store the Products in accordance with the storage conditions specified by Check-Points and/or those conditions indicated on the packaging of the Product.



- 6.5. All terms of delivery, including but not limited to delivery times, of Products and/or Deliverables only serve as estimates and are therefore never fatal, unless explicitly stated otherwise.
- 6.6. Check-Points retains title to the Products delivered to Customer, until payment has been received in full, including accrued interest and costs referred to in article 5.
- 6.7. Check-Points shall use reasonable efforts to perform the Services. However, Customer acknowledges that Check-Points cannot guarantee particular results.
- 6.8.

7 Complaints

- 7.1. Immediately upon receipt of the Products or the Deliverables, Customer will verify all Products or Deliverables, whatever is the case, for potential defects or other shortcomings, including incomplete or incorrect delivery.
- 7.2. Any claims for damaged, missing or defective Products or otherwise incorrect deliveries that are detectable upon visual inspection (such as quantity and intact packaging material) must be reported in writing to Check-Points within 14 (fourteen) days from the date of receipt of the Products, in absence of which the Products will be deemed to have been received in good condition and accepted by Customer.
- 7.3. If Customer is of the opinion that any Product or Service delivered by Check-Points does not meet with the agreed conditions, Customer must notify Check-Points thereof in writing within 14 (fourteen) days of delivery, or 14 (fourteen) days from the day Customer could reasonably be aware of the alleged shortcoming, in absence of which Customer will be deemed to have acknowledged that the Products and/or Services were supplied in conformity to the agreed conditions.
- 7.4. Customer will only return Rejected Product to Check-Points after written approval of Check-Points, provided that that the Products are unused, they are in the Product's original containers and packing material and in a condition no worse than that delivered to Customer.
- 7.5. Check-Points may refuse any Product not timely rejected in writing.
- 7.6. For any valid claim made, Check-Points shall at its sole discretion, repair the Product or replace the Product with an identical or substantially similar Product or refund the purchase price paid by Customer for such Product. The foregoing shall be Customer's sole and exclusive remedy for damaged or missing Products, and except for the following express warranty rights, for defective Products. For any valid claim made regarding to Services rendered by Check-Points, Check-Points shall at its sole discretion either redo the Services at its costs or refund the fee paid by Customer to Check-Points. The foregoing shall be Customer's sole and exclusive remedy for defect Services.
- 7.7. All of Customer's objections against any of Check-Points' invoices must be notified in writing to Check-Points 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 and Limitation of Liability Check-Points



- 8.1. Subject to article 8.2, Check-Points warrants that (i) the Products it supplies to Customer shall have a shelf life of at least 4 months and (ii) that the integrity and quality of its Products comply with the description provided on the packaging and labelling upon delivery. This warranty will only apply if the Products are transported, stored and used by or on behalf of Customer in accordance with the instructions for use provided by Check-Points.
- 8.2. Check-Points warrants that Equipment will be free from defects upon delivery. Customer must notify Check-Points within 14 days if the Equipment is not in conformity upon delivery. Customer's obligation, and Buyer's sole remedy, under this limited Equipment warranty is, at Check-Points option, the repair, replacement or correction of any non-confirming Equipment or part thereof or refund of the amounts paid by Customer for such Equipment.
 - 8.2.1. Check-Points offers no warranty on Equipment after delivery, with the exception of the Check-Points Tube Reader (Catalog number 16-0001) in (i) the first year after purchasing an equipment set from Check-Points as listed in Annex II List of Equipment, or (ii) when a replacement contract (catalog number 7-0018, Annex III) is purchased for subsequent year or years.
- 8.3. Check-Points shall use reasonable efforts in producing the Products and performing the Services but does not make any warranties, express or implied, by operation of law or otherwise, with respect to the functionalities of the Products and/or the Services. Without limiting the foregoing, Check-Points specifically disclaims all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.
- 8.4. The liability of Check-Points due to an attributable failure to perform under any agreement concluded between Check-Points and Customer will be limited to compensation of the direct damages.
- 8.5. Check-Points is not liable for damage and/or costs of the Customer of whatever nature, that are the result of incorrect or incomplete information provided by the Customer.
- 8.6. Any liability of Check-Points 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.
- 8.7. The liability of Check-Points shall, save for wilful misconduct, never exceed the sum stipulated for the Services and/or Products to which the failure pertains (or, in the event of a long term agreement, the total amount paid by Customer to Check-Points in the 12 months preceding the failure).
- 8.8. This clause does not apply to death or personal injury to the extent that Check-Points cannot by law exclude or limit its liability for such damages.
- 8.9. Check-Points is not bound to fulfil any obligation under this agreement if it is prevented from doing so as a result of force majeure. Force majeure shall include but is not limited to: (i) force majeure of third parties called in by Check-Points; (ii) government measures; (iii) electricity failure; (iv) failure of the Internet, computer network or telecommunication facilities; (v) strike; (vi) general transport problems; (vii) the unavailability of one or more members of staff; (viii) fire; (ix) explosion; (x) water damage; (xi) pandemics.
- 8.10. If a force majeure situation in the judgement of Check-Points is of a temporary nature (no longer than 3 consecutive months), Check-Points shall still be entitled to fulfil the agreement after the end of the force majeure situation. If a force majeure situation in the opinion of Check-Points is of a permanent nature, the parties shall consult together about the termination of the agreement. In the event of force majeure, Check-Points shall in no event be liable for any damage, of whatever nature, suffered by Client.



9 Obligations of the Customer

- 9.1. Customer will provide Check-Points in due time with complete data and other information required by Check-Points for the delivery of the Products and/or Services. Furthermore, Customer will support all employees of Check-Points that carry out activities at Customer offices in order to deliver the Products and/or Services or to provide training for use of the Products, if and where necessary for the execution of their tasks.
- 9.2. Customer warrants that the information as meant in this article 9 is correct and complete, and that it is entitled to provide Check-Points with such information for the delivery of the Products and/or Services. Customer indemnifies Check-Points against all third parties' claims in this respect.
- 9.3. If any of the data provided by Customer consist of patient samples containing 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 Check-Points is entitled to process such samples for the purposes agreed with Customer, who will indemnify Check-Points against any third parties' claims in this respect. Check-Points will ensure that it on its own side will also strictly observe all applicable privacy regulations.
- 9.4. Customer shall pass on to each of its clients the limitations on warranty specified in the agreement between Check-Points and Customer. The Customer has no authority to modify Check-Points' warranty and shall indemnify Check-Points for any unauthorized modification.
- 9.5. Customer shall give and make no other warranty or representation on behalf of Check-Points' 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 Check-Points to the end user as set forth in the warranty literature applicable to the specific Product and/or Service.
- 9.6. The Customer will comply with all applicable laws, statutes, regulations, directives, and codes of practice in force from time to time, including without limitation any applicable laws relating to data protection, anti-bribery or export control.
- 9.7. If Customer unilaterally extends any additional warranty, Customer shall indemnify Check-Points for any liability caused by such additional warranty. The Customer is not allowed to re(sell) or (re)distribute any Product or Service purchased from Check-Points unless explicitly permitted otherwise.
- 9.8. Customer agrees to use Check-Points' Products in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation, and in the manner for which they were intended.

10 Intellectual Property

- 10.1. All intellectual property rights vested in the Products and/or Services, as well as in the designs, software, documentation and all other materials developed and/or used for the preparation or execution of the agreement between Check-Points and Customer, or deriving there from, are owned by Check-Points or its suppliers and/or licensors.



- 10.2. The delivery of any Products and/or Services does not imply any transfer of intellectual property rights to Customer; Customer will only obtain a non-exclusive and non-transferable license for the use of the Products and/or the Deliverables, whatever is the case, for the agreed objectives.
- 10.3. Check-Points warrants that it is entitled to grant the license as mentioned in this article 10.2 and, subject to articles 10.4 up to and including 10.6, indemnifies Customer against any claims of third parties in this respect. This indemnification does not apply if and to the extent that the Products and/or results of the Services have been altered and/or have been delivered in connection with third parties' products, unless the Customer in the latter shows that such third parties' claims only apply to Check-Points' deliveries.
- 10.4. Customer is prohibited from removing or changing any copyright or other notices of Check-Points or its suppliers from the packaging of the Product.
- 10.5. At no time during the term of any agreement being in place between Check-Points and Customer, nor thereafter, shall Customer challenge or assist others in the challenge of any intellectual property rights of Check-Points.

11 Confidentiality and Data Protection

- 11.1. Both Check-Points and Customer undertake to observe strict confidentiality with regard to all confidential information they receive from each other. They shall also impose the aforementioned obligation on their employees as well as to third parties who have been employed by them in connection with any agreement between Check-Points and Customer.
- 11.2. Information will in any event be regarded as confidential if either Check-Points or Customer indicates such information as confidential.
- 11.3. Parties shall comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC.
- 11.4. Check-Points shall not use the personal data regarding the Customer that it obtains in the performance of its Services for any purpose other than providing Services to Customer.

12 Termination

- 12.1. Unless explicitly stipulated otherwise with regard to a specific Product or Service, all agreements between Check-Points and Customer shall have an initial term of 12 (twelve) months. After the initial term, the agreement will be automatically renewed for consecutive terms of 12 (twelve) months each, unless one of the parties terminates the agreement in writing ultimately one month before the end of the term concerned.
- 12.2. The termination of an agreement between Check-Points and Customer does not release Customer from any payment obligation regarding any Products and/or Services delivered by Check-Points,.
- 12.3. Check-Points is entitled to dissolve an agreement with Customer with immediate effect, without any notice of default or judicial intervention being required and without becoming liable for damages, if Customer (i) 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 14 (fourteen) days after receipt of written notice thereof from Check-Points, all without prejudice to the right of Check-Points to claim the damages it has suffered as a result of the termination of this agreement; or (ii) if the Customer files for bankruptcy or suspension of debts (*surseance*), 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 Customer makes an assignment for the benefit of its creditors, or the Customer deceases.

- 12.4. Immediately after the termination of an agreement between Check-Points and Customer, for whatever reason, Customer commits himself to cease any and all use of the Products and/or results of Services supplied, and will return all copies of documentation, software and all other materials that are provided to Customer within the scope of the agreement with Check-Points.
- 12.5. The provisions regarding ownership of intellectual property rights, confidentiality, indemnification, liability, applicable law and disputes shall survive termination of the agreement.

13 Disputes

- 13.1. Agreements between Check-Points and Customer concerning the delivery of a Products and/or Services to which these General Conditions apply, as well as all offers and proposals pertaining thereto are governed by the laws of the Netherlands.
- 13.2. Any disputes following from or arising in connection with any agreement between Check-Points and Customer shall exclusively be submitted to the competent court in Arnhem, The Netherlands.

Annex I. List of Products

Catalog no.	Product	Remarks
10-0010	Check & Trace Salmonella, kit for 72 samples	
10-0023	Check-MDR CT103XL	
18-0066	Check-Direct ESBL Screen for BD MAX	

Annex II. List of Equipment

Catalog no.	Product	Remarks
16-0001	Check-Points Tube Reader, Including software and support for 1 st year	
16-0004	Mini-centrifuge, To spin down 200ul PCR strips	
16-0013	Barcode Reader	
16-0015	Thermomixer with active cooling	
16-0017	Thermal Cycler, Including pre-installed Check-Points programs	
16-0018	Dry Bath, Including blocks for 48x1.5ml tubes	

Annex III. List of Services

Catalog no.	Product	Remarks
7-0018	Replacement contract, 1 year Including: Replacing (parts of) CPT-Reader	Included for 1 st year at initial purchasing of total system
7-0020	Software and support contract	Included for 1 st year at initial purchasing of total system
7-0004	Installation and training on-site, International	In consultation with Check-Points, minimum of 2 days