

Terms and conditions

1. Definitions

- In these Terms and Conditions 'QuickZyme' refers to QuickZyme Biosciences B.V. (Trade Register 57035105, registered in The Hague, The Netherlands)
- In these Terms and Conditions 'Buyer' refers to any natural or legal person, as well as its representatives, with or without power of attorney and its legal successor(s) that has bought or wishes to buy goods or services from QuickZyme.
- 'Written' or in 'Writing' means also any electronic or digital form of notification, such as, but not limited to, email.

2. Pricing, Payment Terms and Taxes

- All prices on QuickZyme's website, catalog or brochures are subject to change without notice.
- All prices are in Euro unless otherwise stated.
- All prices are excluding any taxes, duties or similar unless otherwise stated. Buyer is solely responsible for payment of such taxes.
- All prices are exclusive of handling, packaging and transportation charges, unless agreed otherwise in Writing.
- QuickZyme will add VAT when shipping to territories where QuickZyme is responsible to do so.
- Payment terms are net 30 (thirty) days from the invoice date.
- If the Buyer, following a Written reminder to pay, remains in default for the indicated payment, this will result in the following, without prejudice to any of QuickZyme's other rights:
 - a) QuickZyme will charge default interest on the amount communicated in the warning, from the date of invoice, at the statutory trading rate, with a minimum of 1% per month or part thereof;
 - b) All legal costs and other expenses to be incurred by QuickZyme, shall be charged to Buyer, without need to proof that such costs have been incurred.
 - c) All QuickZyme's other receivables in the Buyer's name become payable on demand.
- If Buyer fails to pay on time QuickZyme has the right to recover the sold goods without any summons, notice of default or the intervention of a court, without prejudice to QuickZyme's other rights in relation to failure to pay on time.
- QuickZyme does not agree to, nor will be bound by, any other terms or conditions such as terms in a purchase order that have not explicitly agreed to in Writing signed by a duly authorized officer of QuickZyme.

3. Delivery, Packaging and Shipping

- Delivery takes place ex-warehouse, unless explicitly agreed otherwise, in Writing.
- Handling, packaging and shipping costs are prepaid and added to the invoice unless otherwise agreed in Writing.
- QuickZyme reserves the right to choose the packaging and shipping method for Buyer's order, unless explicitly agreed otherwise, in Writing.
- For all orders the risk of loss of the goods passes when the goods are placed with the shipper.
- If agreed delivery terms are exceeded, this does not give Buyer the right to claim compensation for damages in any form whatsoever, to refuse delivery or dissolve

the agreement, or to suspend compliance with any of its obligations, partially or in full, unless the Buyer has the right to do so pursuant to statutory provisions.

4. Claims, Returns and Liabilities

- Any claim for credit or return goods must be made within 15 (fifteen) days of receipt.
- Buyer should obtain QuickZyme's Written consent before returning any goods.
- Buyer bears the costs of return deliveries sent without explicit permission of QuickZyme.
- QuickZyme accepts no liability for indirect damages, including consequential loss and loss of earnings.

5. Limited Warranty

- All products should be used in accordance with the manual shipped with the product.
- QuickZyme reserves the right to change product specifications without prior notification.
- All products supplied by QuickZyme are warranted to meet our published specifications when used according to the manual under normal laboratory conditions.
- QuickZyme does not make any other warranty or representation whatsoever, with respect to its products. QuickZyme does not make any warranty of suitability, fitness for a particular purpose, non-infringement or merchantability of any of its products.
- Should any QuickZyme product fail to perform as warranted QuickZyme's liability and your remedy are strictly limited to replacement or purchase price, at QuickZyme's sole option, of the product sold.
- All QuickZyme products are sold for research use only.
- Your remedy set forth for breach of any warranty arising hereby, express or implied or by operation of law, shall be the exclusive and sole remedy to the exclusion of any and all other remedies including, without limitation, claims for indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.

6. Indemnity

- Buyer agrees to indemnify, defend and hold QuickZyme, its shareholders, directors, officers, personnel, representatives and assigns (collectively, 'Affiliates') harmless from any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought by any third party against QuickZyme or its Affiliates alleging or arising from or related to breach of these Terms and Conditions by you. This clause survives expiration or termination of your relationship with QuickZyme or these Terms and Conditions.

7. Disputes and Jurisdiction

- You hereby agree that any disputes with QuickZyme, its Affiliates, or to products purchased from QuickZyme directly or from its distributors shall be submitted to the competent section of the District Court of The Hague The Netherlands.
- These terms and Conditions are solely governed by Dutch law.

8. Miscellaneous

- If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

- QuickZyme shall not be liable for its failure to perform any of its obligations resulting from circumstances beyond its reasonable control. QuickZyme will notify Buyer as soon as practically possible after it becomes aware of deficiencies in a product supplied. Any claim relating to products shall be limited to replacement or refund of original purchase price paid.
- QuickZyme will not be liable for any professional advice it may offer in relation to the use of its products nor any claims or applications not listed in the literature or the misuse of products which will include using the products for diagnostic, therapeutic or in vivo use in human subjects.
- QuickZyme cannot provide a guarantee for all applications for which a specific product may be used. Further information disclosed in QuickZyme literature or on its website should not be considered as a recommendation to use its products in violation of any patents.
- These Terms and Conditions set forth the entire understanding and agreement between Buyer and QuickZyme with respect to the subject matter hereof.
- This clause survives expiration or termination of these Terms and Conditions.