

General Terms & Conditions of Sale

1. Area of Application

1.1 All orders accepted by NDSM Limited, a member of the Eurofins Agroscience Services Group and a subsidiary of Eurofins Agrosciences LUX S.A.R.L. and any of its subsidiaries including NDSM Limited, collectively "EAS") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with EAS is accepted by EAS. An order placed with EAS is considered as accepted by EAS when (a) EAS proceeds to fulfil that order, without need for any written confirmation from EAS or (b) EAS accepts the order in writing (which includes email).

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements except existing frame work agreements (in case of conflict the frame work agreement is valid) between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer, employee, agent or subcontractor of the company has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EAS, unless there is a written and signed approval by shareholder or its representative being the Managing Director of EAS.

2. Placement of Order

2.1 A customer's order will be valid if it is sent in writing by mail, email or fax or other electronic message or by using EAS-approved sample dispatch sheets or electronic order forms. The customer must confirm in writing orders given by telephone immediately after they are made or they will be confirmed by EAS by email or telephone to the customer. EAS has the right to withdraw any quotation before acceptance by EAS in accordance with Clause 1.1.

2.2 Unless specifically accepted in writing and signed by the Managing Director of Eurofins Agroscience Services Limited, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EAS will be treated as a separate contract between EAS and the customer. A request for additional services will be treated as a new order or an order extension and may postpone estimated delivery or reporting date accordingly.

2.3 EAS may employ any sub-contractor for the purpose of fulfilling any agreement entered into by the Company. Where any such sub-contracting outside the EAS group is proposed, EAS will inform the customer in writing.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, EAS' prices are all inclusive. Any variable or additional cost or disbursement either (i) listed in the quotation or (ii) arising during the study and agreed with the customer must be paid by the customer in full.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by EAS in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of a result or study will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 Once an order is accepted by EAS, the customer has no right to cancel it without liability. In case of the cancellation of an order by the customer, the value of works that have already been performed, disbursements that have already been incurred or committed by EAS and cancellation charges as follows shall be paid by the customer: the minimum cost of the cancellation of an order shall amount to 10% of the value of the order if no test plan has been worked out; at least 25% if a test plan has been prepared and the experimental phase is yet to commence; between 25% and 100% in case of cancellation during the experimental phase and a minimum of 75% in case of cancellation after the completion of the experimental phase. EAS shall notify the customer of the applicable cancellation charges based on the aforesaid parameters upon receipt of a cancellation notice from the customer. The customer accepts and agrees that such cancellation charges are a genuine pre-estimate of EAS' likely loss (including loss of profit) if the customer cancels its contract with EAS, and are not a penalty.

3.5 The payment method is cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from EAS. The customer undertakes to provide bank account details

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that allows the performance technically and legally, and makes the service possible without difficulty.

4.2 The customer must ensure, and hereby warrants, that it will inform EAS in advance if any sample poses any danger, including on its site, during transportation, in the laboratory or otherwise, to EAS premises, instruments, personnel or representatives and that it will use its best endeavours to minimise risk of such danger (including by packaging the samples appropriately). The customer shall be responsible for, and indemnifies EAS against, all losses, costs, damages, liabilities and injuries that may be caused to or suffered or incurred by EAS or its personnel or representatives by such sample except where caused by negligence of EAS or of such personnel or representatives

5. Property Rights on Sample Material and Storage

5.1 EAS can ask for authorisation to destroy samples after the analysis has been performed, unless EAS and the customer have agreed in writing on the terms of further EAS retention of the sample. EAS can dispose of or destroy the samples in case of outstanding payments or, in the case of study finalisation, 1 month after notice to the customer. Should an extra cost for EAS arise to comply with any regulation (for example, with respect to disposal of hazardous waste) this will be charged to the customer. Alternatively EAS will return remaining sample material on customer request at its cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates. EAS shall use commercially reasonable efforts to meet its estimated deadlines.

7. Transfer of Property

7.1 Title in any results, products, equipment, software or similar supplied by EAS to the customer will remain with EAS. No intellectual property rights transfer to the customer as a result of EAS' services. Where EAS provides access to any software to the customer as part of the services, the customer shall use such software in accordance with the applicable licence terms. In addition, even if EAS has accepted and begun to fulfil an order, EAS has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EAS, whether for that or any other order.

7.2 Even after payment in full by the customer, EAS shall retain the right to store data files (as copy or original) in order to fulfil legal requirements (GLP or GEP archiving).

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to EAS in accordance with the current state of technology and methods developed. The warranty expires six months after the delivery date of the result, report or other agreed product, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by EAS, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each report relates exclusively to the phase performed by EAS. If EAS has not expressly been mandated and paid for the definition of the study plan, but has carried out the phases commissioned in accordance with the design of the customer or a third party, EAS shall not bear any responsibility if the study performed proves to be insufficient or inappropriate.

8.3 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and EAS. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold EAS harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law and subject at all times to clause 9.2: (a) EAS (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all EAS partners and affiliates, the "EAS Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the EAS Indemnifying Party's breach of its obligations under these terms and conditions in connection with the performance of an order and then, only if EAS has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is agreed by the Chief Operative or Executive Officer of EAS or prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the EAS Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to EAS' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the EAS Indemnifying Party's breach of its obligations under these terms and conditions in connection with the performance of the order and (ii) two times the amount EAS actually received from the customer in relation to the order; and in any event is subject to a maximum of fifty thousand pounds sterling (£50,000).

9.2 The EAS Indemnifying Parties shall not be liable for: (i) loss of business profits; or (ii) depletion of goodwill or other similar losses; or (iii) loss of business opportunities; or (iv) loss of contracts; or (v) loss of revenue; or (vi) loss of anticipated savings; or (vii) loss of or damage to data; or (viii) for any special indirect or consequential losses, costs, charges, expenses or damages incurred by the customer or by any third party. However, the EAS Indemnifying Parties only exclude and limit their liability as permitted by applicable law. The EAS Indemnifying Parties do not exclude or limit their liability for death or personal injury caused by their negligence, for their fraudulent misrepresentation or for breach of implied terms under any applicable statute regarding EAS' right to transfer good title (subject at all times to clause 7).

9.3 It is a condition of EAS' acceptance of an order that the customer indemnifies the EAS Indemnifying Parties for any losses, injuries, claims and costs which the EAS Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the EAS Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

9.4 If delivery is not refused or/and the customer does not notify EAS accordingly, the customer shall not be entitled to reject the service, EAS shall have no liability for such defect or failure, and the customer shall be bound. Where any valid claim in respect of the service which is based on any defect in the quality or condition of the Service or their failure to meet specification is notified to EAS in accordance with these conditions, EAS shall be entitled to replace the Service (or the part in question) free of charge or, at EAS' sole discretion, refund to the customer the price of the service (or a proportionate part of the price). In case of multidisciplinary projects or services only the affected segment needs to be repeated or refunded.

10. Repeated Testing or Analysis

Objections to test validity or results should be made within thirty (30) days after the customer receives the relevant information or results. In case the customer insists on continuing the study the customer takes the full risk for the validity of tests or results. In case of different opinions about validity both parties can go for an independent judge or arbitration and both parties have to accept the judgement. EAS shall only be liable if it has failed to use reasonable care and skill in carrying out the relevant tests and services; EAS does make any guarantee that tests and studies will achieve particular results. Where EAS is liable (including if a study is not accepted later by authorities due to EAS' non-compliance with regulations in force and applicable to the study at the time of the performance), EAS has the right to repeat the affected phase of a study for the same conditions or reject and refund the amount already paid (in which case that shall be EAS' sole liability and the customer's sole remedy in such circumstances). Where a study is rejected by authorities for non-compliance with regulations or any guidelines which were not in force at the time EAS was instructed to carry out the services, EAS may agree to repeat the study but shall be entitled to charge additional costs.

11. Force Majeure

11.1 EAS cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EAS' reasonable control and are covered by the international definition of Force majeure, or which result from compliance with governmental requests, laws and regulations. A "Force Majeure Event" shall mean any cause preventing EAS performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control or the reasonable control of its sub-contractors or agents, including without limitation strikes lock-outs or other industrial disputes; acts of God; war, riot, civil commotion, terrorism, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; malicious damage; accident; epidemics; pandemics; fire, flood, earthquake, storm or natural disaster; extreme adverse weather conditions; nuclear contamination; interruption or failure of a utility service, including but not limited to electric power, gas or water; collapse of building structures, failure of plant machinery, machinery, computers or vehicles beyond the reasonable control of EAS or its sub-contractors or agents. EAS shall take reasonable steps to minimise and mitigate the effects of such Force Majeure Event and to recommence its affected operations in order for it to perform its obligations.

12. Confidentiality

12.1 EAS shall be entitled to save and process personal or commercial data received from the customer, no matter whether such data stems from the customer directly or from a third party and shall use all commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 Methods and reports contain intellectual property of EAS. They are prepared and supplied exclusively for the use of the customer to achieve his objectives and should not be divulged to a third party for any purposes.

13. Disclaimer and Miscellaneous

13.1 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, ALL CONDITIONS, WARRANTIES AND OTHER TERMS (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EAS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EAS CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by EAS and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EAS accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either EAS or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

13.5 Except as expressly set out in these Terms and Conditions, a person who is not a party to this contract shall not have any rights under or in connection with it.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by English laws and the commercial courts of England which shall have non-exclusive jurisdiction.