

GENERAL TERMS AND CONDITIONS OF NOVIOGENDIX SERVICELAB B.V.

deposited with the Chamber of Commerce under no. 9164803 on May 22, 2008

Article 1. Definitions

1.1 In these general terms and conditions, the following definitions apply:

- *NovioGendix*: NovioGendix Servicelab B.V., user of these general terms and conditions;
- *Client*: the contracting party of the user of these general terms and conditions;
- *Laboratory*: a CCKL accredited and / or ISO 15189 certified Laboratory, equipped for molecular diagnostics;
- *Supplier*: third party from which NovioGendix procures reactive agents and other necessary products for conducting the tests;
- *Sample*: the to be tested contents of the tube supplied by NovioGendix to the Client, which is sent by the Client to NovioGendix together with the request form.

Article 2. General

- 2.1 Unless expressly differently agreed upon in writing, these general terms and conditions are applicable to all offers, tenders, request forms and agreements, on which basis NovioGendix performs services of whatever nature to the Client.
- 2.2 The general terms and conditions used by Client are only applicable, if these terms and conditions are accepted by NovioGendix expressly and in writing.
- 2.3 Mention of, referral to or invocation of its own general terms and conditions by the Client are not accepted by NovioGendix, are hereby expressly denied and does not make those terms and conditions applicable to this agreement.
- 2.4 If one or more clauses in these general terms and conditions are null or void, then the other clauses of these general terms and conditions will remain applicable and in full force.
- 2.5 Amendments of and or supplements to this agreement are only valid if these are agreed upon expressly and in writing.

Article 3. The agreement

- 3.1 All offers and tenders are without obligation and revoked with no set form, even after acceptance of the offer or tender by Client. Revocation by NovioGendix after acceptance by the Client must be done immediately.
- 3.2 An acceptance by the Client, deviating from the offer/tender, counts as a rejection of the original offer and is seen as a new offer that does not bind NovioGendix, unless this is expressly accepted by NovioGendix. This also is applicable if the acceptance deviates from the offer of NovioGendix on only minor issues.

Article 4. Execution of the agreement; delivery time

- 4.1 Client agrees that NovioGendix can have the diagnostic tests run at a Laboratory.
- 4.2 NovioGendix has a delivery time of seven work days. The delivery time is no fatal term and if this term is exceeded, the Client has no right to damages, compensation or the right to

partially or wholly terminate the agreement or in any other way suspend its obligations arising from the agreement.

- 4.3 In case of an agreement with a foreign, non-Dutch Client not residing or located in the Netherlands, the delivery time as mentioned in paragraph 4.2 will commence after NovioGendix receives the Sample and payment by the Client is received. In case of an agreement with a Dutch based Client, the delivery time will commence after the Sample is received.
- 4.4 After the test is run, NovioGendix/the Laboratory is entitled to destroy or dispose of the Sample, unless expressly is agreed differently.
- 4.5 The Client will supply NovioGendix with all necessary information concerning the Samples, and also the subject from which the Samples were collected, to make it possible for NovioGendix to run the tests and report on the results.
- 4.6 The results of the tests that NovioGendix has run, will be reported by the Client by ordinary mail, email or by facsimile. The Client will make the desired modus of delivery known to NovioGendix at the beginning of the agreement.

Article 5. **Prices**

- 5.1 All prices mentioned in the offers/request forms of NovioGendix, are only applicable for those offers/request forms and can be subject to revision until the moment on which the agreement is made.
- 5.2 The prices mentioned by NovioGendix, are excluded VAT. The costs of sending the Samples by the Client to NovioGendix, and also the costs of cross-boarder payments, are borne by the Client.
- 5.3 If after an agreement is concluded one or more external cost price factors, such as suppliers prices and the price of running tests by the Laboratory, are increased, even if this occurs due to foreseen circumstances, then NovioGendix is entitled to raise the agreed upon price within this scope. NovioGendix will inform the Client of its decision to increase the price, in which NovioGendix will mention the extent of the increase.
- 5.4 If the price is increased with more than 15%, then the Client is justified to terminate the agreement in writing within seven work days after the notification of NovioGendix. The Client is however still bound to the agreement, if NovioGendix then immediately informs the Client of its intent to execute the agreement based on the old price.

Article 6. **Payment terms of a Dutch Client**

- 6.1 For all invoices by NovioGendix, a payment term of thirty days is applicable.
- 6.2 If the Client does not make the payment within the agreed term, then the Client is in arrears ipso iure. In that case, the Client is obliged to compensate interest to NovioGendix in accordance with the legal trade interest of art. 6:119a Dutch Civil Code, to be increased with 2%. The interest over the outstanding amount will be calculated as of the date of invoice until the moment of full payment.
- 6.3 If the Client is in arrears with the timely fulfilment of its obligations, then the Client is also obliged to compensate extra judiciary collection costs to NovioGendix. These costs will amount to two points of the applicable liquidation tariff of the Dutch Court in first instance,

with a maximum of 15% of the amount of the invoice. If NovioGendix has acceptably made higher costs for the collection of that than the tariff mentioned, then also these costs will be fully borne by the Client.

- 6.4 Any and all payments will first be set off against the collection costs, then against the indebted interest and then against the invoiced sum. If the Client leaves several invoices unpaid, then a payment, taking into account the aforementioned sentence, firstly will be set off against the oldest invoice and then so on, even if the Client states that the payment concerns an other invoice.
- 6.5 Client is not entitled to set off any amount indebted to NovioGendix with amounts that the Client states to have on NovioGendix in whatever form.

Article 7. **Payment by a foreign Client**

- 7.1 Payment by the Client is due immediately after sending the request form and the Sample to NovioGendix. NovioGendix will only have the tests run, after it has received payment.

Article 8. **Confidentiality**

- 8.1 NovioGendix will apply full confidentiality concerning all confidential information it receives of the Client or its patients and that are connected with the services provided by NovioGendix.
- 8.2 All test results, invoices and other information that is confidential and is sent by NovioGendix to the Client and/or its patients in connection with the services provided by NovioGendix, will, without consent of the Client or its patients, in no way be put to the disposal of third parties by NovioGendix, with exception of the latter's employees, employees of the Laboratory and/or other third parties that must have access to the information for running the tests.
- 8.3 Not within the scope of the confidentiality obligation as mentioned in paragraphs 1 and 2 of this article, are data that are of public knowledge or which demonstrably has been obtained by a third party independent of the Client or its patients, who has no confidentiality obligation concerning the giver of such information. The confidentiality obligation does also not apply if NovioGendix based on a legal obligation can be (legally) obliged to disclose such information.

Article 9. **Force majeure**

- 9.1 Non-performance by NovioGendix of any obligation cannot be attributable to NovioGendix if this is caused by a circumstance independent of the will of or any act by NovioGendix, even if this was foreseeable at the time the agreement was concluded and which is of such a scope that performance of the agreement cannot or not wholly in all reasonability be demanded of NovioGendix.
- 9.2 Circumstances as meant in the last paragraph of this article are amongst others: non-performance of and/or delayed delivery by the Supplier or the Laboratory, the threat of war, whole or partial mobilisation, danger or threat of terrorism, import and export prohibitions, measures taken by the Dutch and/or foreign countries that make the performance of the agreement more inconvenient or more expensive than that was foreseeable at the time of

the concluding of the agreement, strike, lockout, epidemics, fire, theft, disturbances in the supply of energy, mechanical defaults, all of which concerning NovioGendix, the Supplier and/or the Laboratory and furthermore all other causes, have arisen beyond the will or act of NovioGendix.

Article 10. **Suspension and termination**

- 10.1 In the case of force majeure, NovioGendix is entitled to suspend the execution of the agreement or wholly or partially terminate the agreement, without any obligation to compensate for damages.
- 10.2 If the Client does not, not fully or not timely comply with one or more obligations arising from this agreement, or if NovioGendix has good cause to fear that the Client is not or will not be able to fulfil its obligations towards NovioGendix, as also in the case of bankruptcy, moratorium of payments or liquidation, then NovioGendix is entitled to suspend the execution of the agreement without prior notice, or else to wholly or partially terminate the agreement, without being obliged to compensate for damages or without affect to other rights NovioGendix has.

Article 11. **Liability**

- 11.1 The Client warrants that it has obtained all necessary consents, permits and complies with all other obligations (legal or otherwise) that is necessary to have NovioGendix test the Sample and to submit the applicable personal data and other information to NovioGendix. The Client hereby holds NovioGendix harmless for all claims from third parties, amongst which the patients of the Client, that directly or indirectly arise from defaults of the Client as mentioned in this paragraph.
- 11.2 NovioGendix is not liable for faulty tests or incorrect reports due to such tests, in case such is caused by faulty data or an omission by the Client concerning the information it submitted as mentioned in article 4.5.
- 11.3 Unless in the case of an intentional act or gross negligence, NovioGendix is not liable for any damages by the Client or its patients due to any (attributable) non-performance of this agreement or any other obligation of NovioGendix towards the Client.
- 11.4 If a court judges that NovioGendix cannot invoke the limitation of liability as mentioned in paragraph 3 of this article, then the liability of NovioGendix is in all cases limited to the sum covered by the liability insurance of NovioGendix.
- 11.5 If also the limitation of liability as mentioned in paragraph 4 of this article do not hold, then the liability of NovioGendix is always limited to the amount of € 100,000.00 (one hundred thousand euros).
- 11.6 NovioGendix is never liable for indirect damages, amongst which in any case financial loss due to direct damages and pure financial loss, amongst which company damages, loss of profits, missed savings, damages due to business interruption, damages due to the electronical payments or damages due to third party claims towards the Client.

Article 12. **Scientific research**

12.1 Parties hereby agree that NovioGendix has the permission to and can upon its turn give third parties permission to use the test results for medical or statistic research, upon the condition that all results are made anonymous before they are submitted for research and upon the condition that the researchers have no access to personal data related to test results or not.

Article 13. Applicable law and competent court

13.1 On all offers, tenders and/or agreements with NovioGendix solely Dutch law is applicable.

13.2 All disputes arising from offers, tenders and/or agreement concluded with or made by NovioGendix, will with exclusion of all others be judged by the competent court in Arnhem.