



dr. van haeringen laboratorium b.v.  
a VHLGenetics company

**GENERAL CONDITIONS 2023**

**Article 1 – Definitions**

The following definitions are used in these general conditions:

- VHL: the private limited company "Dr. Van Haeringen Laboratorium B.V.", having its registered office in Wageningen.
- The Client: each legal entity or natural person on whose behalf VHL carries out work.
- Commission: work carried out on behalf of the Client.
- In writing: also includes a message that is made known by electronic means, provided that the authenticity of the message and the identity of the sender can be established with sufficient certainty.
- Sample: an item provided by the Client to VHL for the latter's assessment and research.

**Article 2 – Applicability**

1. These general conditions govern all Commissions.
2. These general conditions also govern all offers or quotes by VHL.
3. Applicability of the Client's general conditions is explicitly excluded.
4. These general conditions are stipulated on behalf of all persons working for VHL, the director(s) of VHL and all engaged legal entities.

**Article 3 - Conclusion of a Contract**

1. All verbal offers by VHL are without obligation. A written offer or quote is valid for a period of one month, unless indicated otherwise in writing.
2. A Contract is concluded following written confirmation by VHL, unless VHL has already commenced performance of the Contract.

**Article 4 – Prices**

1. A Contract is concluded subject to the price indicated in writing by VHL; if no price is indicated, the price according to VHL's most recent price list will apply.
2. All prices are quoted in euros and are exclusive of BTW (Dutch VAT) and forwarding charges.
3. Cost-increasing factors not attributable to VHL, such as an increase in taxes or prices due to changes to regulations applicable to the Contract, are charged.

**Article 5 – Performance**

1. VHL will perform the Contract subject to the conditions and regulations stipulated by the parties or the government, as well as those generally accepted within the sector.

**Article 6 – Completion**

1. VHL will comply with the agreed delivery date and time as far as possible but this will on no account be a strict deadline.
2. If VHL has completed a Commission or if the results of the research conducted by VHL have been sent to the Client, for a period of eight days after completion or sending the Client has the opportunity to present a written notice, with grounds, of a shortcoming in performance. If the shortcoming could not be detected upon completion or receipt of the results, the shortcoming must be reported within eight days after the Client knew or could have known of the shortcoming.
3. If the Client has not reported any shortcoming, or has not reported such in time, in writing or with grounds, any right of the Client to compensation which is directly or indirectly connected with the Commission will lapse.

**Article 7 – Intellectual property rights**

1. With regard to information that arises from or is related to the Commission, VHL reserves all rights of intellectual property that accrue to VHL by virtue of the Dutch Copyright Act and other intellectual legislation and regulations, unless otherwise agreed in writing. The Client recognises that VHL is the rightholder in this regard.
2. The Client is entitled to deploy for his own use the information and advice provided by VHL. Published reports may only be published by the Client if VHL's name is stated. Any other use (including advertisements) is not permitted without VHL's consent in writing. The Client undertakes towards VHL that in no way (with the exception of the permitted usage) will he directly or indirectly violate or infringe the aforementioned intellectual property rights or other rights through usage or otherwise, nor will he do so by means of an application for a declaration of invalidity.
3. VHL reserves the right to use for other purposes the knowledge, information and experience gathered in the context of the execution of an Assignment and to use the Samples for research, provided that the Client's anonymity is guaranteed.
4. If the Client violates VHL's intellectual property rights then he will owe VHL an immediately due and payable penalty of EUR 2,500.00 per violation, as well as an immediately due and payable penalty of EUR 500.00 for each day that the violation continues, this without prejudice to the right to compensation.

**Article 8 – Confidentiality**

1. The Client, without the prior written consent of VHL, shall not provide information of a confidential nature to third parties. Information shall, in any event, be considered confidential if it contains information about designs, know-how, trade secrets, ideas and business plans or business information. Information shall also be considered as confidential if it is designated as such by VHL.
2. The Client shall not use, copy or store any information of a confidential nature for any purpose than that for which it was provided to the Client.
3. The Client shall oblige its personnel to observe confidentiality and guarantees that these persons will comply with the obligation of confidentiality.

**Article 9 - Liability and insurance**

1. VHL shall not be liable for any damage incurred by the Client, irrespective of whether the legal basis for this is a breach of contract or a tort, if this is caused by a non-managing employee or by an independent auxiliary person of VHL in the performance of the assignment.
2. If and in so far as VHL is liable for damage incurred by the Client, irrespective of whether the legal basis for this is a breach of contract or a tort, this liability shall be limited to the direct damage. Direct damage includes damage to property, personal injury and damages resulting from death.

3. VHL shall not be liable for indirect or consequential damage incurred by the Client, irrespective of whether the legal basis for this is a breach of contract or a tort. Indirect or consequential damage includes all damage other than personal injury, damages resulting from death and damage to the item delivered.
4. If and in so far as VHL is liable for the damage incurred by the Client, this liability shall be limited to the amount paid by the liability insurance in the case at hand, supplemented by the amount of the deductible. VHL undertakes to take out a liability insurance and to duly comply with the ensuing obligations. In the event that the damage is not covered by VHL's liability insurance, liability shall be limited to the invoice amount of the assignment, in the performance of which the damage was caused, irrespective of whether the legal basis for this is a breach of contract or a tort.
5. The Client shall indemnify VHL against any claims of third parties with regard to activities performed by VHL for the Client, also in case of a breach of contract.

**Article 10 - Payment and retention of title**

1. The Client is to effect payment within 14 days after the date VHL has sent the invoice. Set-off and/or suspension is not permitted in this respect. If the Client has not paid within said term, he shall be legally in default.
2. As of the date of default the Client owes the statutory trading interest on the outstanding amount, even if there is no trade contract.
3. After the Client is in default, VHL is entitled without further notice of default to bring proceedings for payment of the outstanding amount. All related extrajudicial costs are at the Client's expense. The extrajudicial costs are fixed at a minimum of 15% of the outstanding amount with interest.
4. VHL is entitled to suspend the issue of all property of the Client and the results of research, until the Client has fulfilled its payment obligations under the Contract, including all amounts owed by the Client as a result of default.

**Article 11 – Cancellation**

1. The Client can cancel a Commission free of charge one week prior to the agreed commencement date. However, if VHL has ordered special materials or made preparations, the Client will reimburse these costs, with a minimum of 10% of the agreed contract price.
2. In case of cancellation within one week of the agreed commencement date, the Client will compensate VHL for the damage incurred, with a minimum of 50% of the agreed contract price.

**Article 12 – Dissolution**

1. VHL reserves the right to dissolve the Contract without intervention by a court of law and to terminate performance of the Commission in case the Client fails to comply in full with one or more of the obligations under the Contract, in case the Client dies, is placed under tutelage, applies for a suspension of payments, is declared insolvent, is placed under the legal debt rescheduling arrangement, moves his place of residence or registered office outside the Netherlands, or if the material is placed under attachment.
2. In the event of dissolution VHL is entitled to compensation of costs, loss and interest.

**Article 13- Storage of data and material**

1. Written documents made available by the Client are stored by VHL for 5 years. The original documents will be surrendered to the Client on request, subject to VHL's right to make copies thereof.
2. The Samples and other items sent by the Client will be destroyed once the Assignment has been executed, unless VHL deems it necessary to continue to store them.

**Article 14 - Applicable law, competent court, translation and filing**

1. All Contracts between VHL and the Client are governed by Dutch law.
2. In the event of disputes ensuing from this Contract the district court of Gelderland, location Arnhem has jurisdiction, unless the subject-matter falls within the jurisdiction of the sub district court.
3. These general conditions are drawn up in Dutch and English, whereby only the Dutch text is binding.
4. These general conditions are valid since 1 April 2020 and have been filed with the Chamber of Commerce at Arnhem.

**Article 15 – Disclaimer**

Our services and test results are based on the Samples and/or materials supplied to us. The sender of this (the Client) is responsible for providing the correct information about these Samples and/or materials.

The requested tests are performed using methods and processes that VHL consider appropriate. VHL cannot guarantee that an animal will not develop similar symptoms as a result of other unknown hereditary defects. On the other hand, the presence of a hereditary disease will not always lead to symptoms. A number of factors, relevant to the results and beyond the control of VHL, can influence the results. In contrast to biotic factors as genetics, there are abiotic factors such as food and environmental effects that can cause symptoms. The Client is aware that both scientific insights and technological possibilities develop over time, which can also have effects on the reliability of the methods and/or test results used.

**DNA is our core**