

**General terms and conditions of 3at-bio B.V.**  
**20-09-2023**

**Applicability of the terms and conditions**

The present terms and conditions shall be applicable to all deliveries to, offers and contracts entered into by 3at-bio with the buyer, hereinafter called 3at-bio B.V.

**Contract negotiations**

1. 3at-bio may cease negotiations on any contracts still to be concluded at any desired moment.
2. In the event of discontinued negotiations the buyer shall never be able to demand that the negotiations be continued or that a compensation be paid by 3at-bio in respect of any costs that may have been incurred and/or any loss that may have been suffered or may still be suffered, irrespective of the nature of such loss.

**Quotations/formation of contracts**

1. All offers made by 3at-bio shall be without engagement and may at all times be revoked, even if they include a term for acceptance.
2. Offers can solely be accepted in writing; nevertheless, 3at-bio shall have the right to accept verbal acceptances as if they had taken place in writing.
3. If the buyer accepts an offer, 3at-bio shall nevertheless be entitled to revoke the offer (orally or) in writing within five days from receipt of the acceptance, in which case no contract shall have been formed between the parties.
4. Unless otherwise stated by 3at-bio, any verbal offers on the part of 3at-bio shall lapse automatically if they have not been accepted in writing by the buyer within seven days.
5. Unless otherwise stated by 3at-bio, written offers shall lapse automatically if they have not been accepted by the buyer in writing within three months.

**Authority**

1. Unless otherwise provided, all notices and communications concerning the (performance of the) contract shall take place in writing.
2. Any demands for compliance and any notices of default shall be made/given by registered letter and shall clearly indicate the precise details of the requirement and the period within which such requirement should be complied with.
3. The provisions of the second paragraph shall also be applicable to any other periods that may be laid down and to all cases in which the setting aside of the contract is invoked. Any invocation of the setting aside of the contract shall clearly state the underlying grounds.

### **General information**

General indications and descriptions of the type, nature, quality etc. of the services or goods to be delivered by 3at-bio, as contained in brochures or documents issued by 3at-bio, are solely meant as general information and not as an indication of quality and/or guarantee.

### **Prices**

1. All prices stated by 3at-bio shall be based on the price determinative factors that are known at the time of making the offer.
2. 3at-bio shall be entitled to adjust any prices or parts thereof for goods or services that have not yet been delivered and/or paid for to any changes which have taken place in any price-determinative factors, such as the prices of raw materials, wages, exchange rates, if three months have passed since the formation of the contract.
3. 3at-bio shall always be entitled to adjust his prices with immediate effect if any statutory price-determinative factors should provide reasons for doing so.

### **Delivery times**

1. Unless otherwise agreed in writing, the delivery times agreed upon shall not be binding. Default shall only commence if, subsequent upon the expiry of the delivery time agreed upon, the reasonable period stated in the notice of default has also expired without 3at-bio having complied with this obligations.
2. If the buyer fails to make any data, information and/or matters agreed upon and/or required by 3at-bio for the execution of the order, available to 3at-bio in time, this shall automatically result in the lapsing of all the agreements made by the parties in respect of the delivery times to be observed by 3at-bio.

### **Inspection duty/period within which complaints should be lodged**

1. The buyer shall always be obliged to inspect within a reasonable period of time, but at the latest within 8 days from delivery, whether the presentation by 3at-bio conforms to the contract.
2. On penalty of automatically losing his rights, the buyer shall, immediately upon the discovery of a failure in performance delivered by 3at-bio but at the latest within thirty days from delivery, invoke such a failure in writing towards 3at-bio.

### **Performance/guarantee**

1. 3at-bio shall deliver a performance which conforms to the contract and shall guarantee any quality requirements that may reasonably be made in respect thereof, taking into account the nature of the performance.
2. Unless otherwise agreed in writing, 3at-bio shall, in the execution of a service or order agreed upon, be under no obligation with respect to the results but only with respect to his endeavours. In the execution 3at-bio shall always use his best endeavours.

### **Liability**

1. The liability of 3at-bio under this contract or on account of tort or any other legal ground shall in all cases be limited to 100% of the net invoice amount of the service or goods concerned, this in all to a maximum of € 4.550,--.
2. Any employees of 3at-bio and any persons whose services were used by 3at-bio shall be able to invoke the above provisions on the same basis as 3at-bio.
3. At the buyer's request 3at-bio shall endeavour to take care of the insurance of any liability on the part of 3at-bio at the buyer's expense.

### **Guarantee**

1. The buyer shall hold 3at-bio harmless, insofar as this is permitted by law, in respect of liability towards one or several third parties arising from and/or relating to the performance of the contract, irrespective of whether the damage was caused or done by 3at-bio or persons whose services were used by 3at-bio or auxiliary materials or services or goods delivered.
2. The buyer shall also hold 3at-bio harmless, insofar as this is permitted by law, in respect of any liability towards third parties in connection with any defect in the goods or services delivered by 3at-bio.
3. If the damage is partly the result of a circumstance which can be imputed to the buyer, the latter shall always be obliged to refund at least a proportionate part of the damage.
4. The buyer shall always be obliged to make every effort to limit the damage.
5. In his relationship with the buyer 3at-bio shall never be obliged to pay an amount in compensation to one or several third parties, which is higher than the maximum amount for which 3at-bio is or would be liable under the first paragraph of the article entitled "Liability".
6. All the employees of 3at-bio as well as all the persons who services were used by 3at-bio shall be able to invoke the above provisions towards the buyer and, if necessary, towards any third parties on the same basis as 3at-bio.

### **Force majeure (non-imputable failure in the performance)**

1. Force majeure on the part of 3at-bio shall in any case be understood to mean:
  - a. Circumstances with regard to persons and / or material, of which 3at-bio uses or tends to serve in the execution of the agreement, which are such that it makes it impossible to execute the agreement or so difficult for 3at-bio and/or disproportionately expensive that fulfillment of the agreement in reasonableness of 3at-bio can no longer be required or not immediately required;
  - b. Strikes;
  - c. The circumstance that a performance that is important for the performance to be delivered by 3at-bio is not delivered to 3at-bio or is delivered improperly of late;
  - d. War, war risk, riots, etc.
2. If a situation of force majeure lasts for a period in excess of four weeks, each party shall be entitled to terminate the contract.
3. In the event of force majeure 3at-bio shall not be obliged to pay damages.

### **Payment**

1. All payments due by the buyer must have been received by 3at-bio within 30 days from the invoice date.

### **Cost**

1. The customer is obliged to pay all ( outside ) judicial costs that 3at-bio has had to incur due to the fact that the customer has failed to fulfill his obligations in a timely and proper manner to come.
2. In the event of late payment, the compensation due by the customer for extrajudicial costs is at least equal to 15% of the amount due by the customer.
3. If the judge or an arbitrator / binding adviser, despite the provisions of the first paragraph, at the expense of the customer, pronounces a cost assessment that is lower than the actual ( outside ) judicial costs, Triple A Trading is still entitled to
4. claim the difference from the customer.

## **Suspension**

1. If the buyer fails to perform one or several of his obligations properly and/or in good time:
  - a. The obligations on the part of 3at-bio to perform his own obligations shall be automatically and immediately suspended until the exigible amounts payable by the buyer have been settled in full (including the payment of any costs as referred to in the previous article);
  - b. 3at-bio may demand payment in full and/or sufficient security from the buyer, for example, in the form of a bank guarantee to be issued by a reputable bank in respect of the performance on the part of the buyer.
2. 3at-bio shall, prior to performing his own obligations, be entitled to demand payment in full and/or sufficient security in order to guarantee performance by the buyer, if it is likely that the buyer will not (be able to) perform his obligations in a proper manner and/or in good time.

## **Compensation**

The buyer shall never be entitled to compensation of any of his obligations, whether or not claimable, with an obligation on the part of 3at-bio.

## **Conversion**

1. If any of the provisions of these general terms and conditions is null and void, the provision shall automatically (de jure) be replaced by a valid provision which corresponds to the maximum possible extent to the purport of the provision which is null and void. The parties shall, if necessary, be obliged to enter into reasonable consultations with each other to agree on the text of this new provision.
2. In the latter case the remaining provisions of the general terms and conditions shall, to the maximum possible extent, remain in force.

## **Extinction of rights**

1. The buyer shall enforce his rights resulting from the contract within a year after they have arisen by instituting legal proceedings, failing which his rights shall automatically become extinct.
2. 3at-bio shall be entitled to prolong the above mentioned period, if required.
3. The above provision does not detract from any other agreements or provisions contained in these general terms and conditions, on the strength of which one or several rights of the buyer have already become extinct at an earlier stage.

**Applicable law**

Each and every juridical relationship between 3at-bio and the buyer shall be governed by Dutch law.

**Disputes**

1. All disputes, summary proceedings included, relating to or resulting from these general terms and conditions and/or contracts to which these terms and conditions are applicable shall, to the exclusion of any other Court, be submitted to the competent Court in Amsterdam for its decision.
2. 3at-bio shall, however, remain entitled to bring a case before the Court that would have jurisdiction under the statutory rules.