



dr. van haeringen laboratorium b.v.

a VHLGenetics company

TERMS AND CONDITIONS B2C 2023

Article 1 – Definitions

- Contractor: the private company with limited liability Dr. Van Haeringen Laboratorium B.V. (VHL), located in (6708 PW) Wageningen at the Agro Business Park 100, telephone: 0317-416402; website www.vhlgenetics.com; e-mail: info@vhlgenetics.com; VAT number NL8088.07.973.B01; KvK number 09112692 (Commercial Register number); Client (consumer): each natural person who does not act in the exercising of their profession or company with whom VHL has concluded an agreement for services;
- Assignment: the agreement between the Client and VHL, for which VHL is obligated to render one or more services to the Client for payment of a sum of money by the Client to VHL;
- In writing: 1) a message drawn up on paper and sent by mail or handed over physically, or 2) a message drawn up and sent by electronic means, provided that its authenticity and the identity of the sender can be ascertained sufficiently;
- Sample: a thing made available by the Client to VHL (which also includes material of an animal, plant, tree, vegetable or fruit) for assessment or examination, necessary for the service(s) to be rendered by VHL pursuant to the Assignment.

Article 2 – Applicability

- These terms and conditions apply to each Assignment.
- These terms and conditions also apply to all oral and written special offers (including offers) of VHL.
- These terms and conditions are also stipulated for all persons working with VHL, as well as its directors and all legal entities affiliated to VHL.

Article 3 – Offer and formation

- All oral and written special offers of VHL, including offers, are fully free of obligation, unless specified otherwise.
- If an offer is subject to conditions, then this is expressly specified. The offer comprises a complete and accurate description of the offered services. The description is sufficiently detailed to make a proper assessment of the offer by the Client possible. If an image is used, then this is a truthful representation of the offered services. No rights may be derived from obvious mistakes or apparent errors in the offer, that is to say, VHL is not obligated to this. Each offer comprises such information that it is clear for the Client which rights and obligations are connected to its acceptance (the Assignment).
- The Assignment is formed by offer and acceptance. In the event that the service of VHL is ordered by means of the website of VHL or remotely in another manner (without personal presence of the parties at the same time) by electronic means (that is to say, through one or more means of communication by distance, for example by email), then the Assignment is formed after the order of the Client is confirmed by VHL in writing (by email).

Article 4 – Prices

- The indicated prices are excluding VAT.
- VHL is only allowed to increase the prices within 3 months after formation of the Assignment if the price increase is a result of a changed legal regulation or provision. After the aforementioned three months, VHL is entitled to increase the prices if 1) this is a result of a changed legal regulation or provision or 2) VHL has stipulated this in the Assignment, provided that the Client has the competence to give notice of termination of the Assignment with as effective date the day of the price increase.
- The price (costs) of returning of the unsound sample delivered by the Client or the return of the received Sample upon dissolution or nullification of the Assignment is at the expense of the Client. Its costs are equivalent to the reasonable transport costs that apply at that time.

Article 5 – Execution of the agreement

- VHL observes the requirements of professional diligence (professional competence and care).
- VHL guarantees that the service complies with the Assignment, to the specifications referred to in the offer, to the reasonable requirements of soundness and usefulness and to the existing statutory provisions or government regulations existing at the time of the date of formation of the agreement.
- To the extent that the Assignment consists of the performance of a DNA analysis, then there is a performance obligation for this analysis, and for the realisation of this, VHL is not only dependent on a sound Sample of the Client, but also of DNA reference databases (including from third parties) and - of course - the state of technical knowledge and science. VHL ensures that for the execution of the Assignment, it will make use of the DNA reference databases which are recognised as reliable in the industry, as well as from all (other) auxiliary persons or means which can be expected from a proficient and carefully acting laboratory.

Article 6 – Delivery

- The agreed upon delivery time of the service is observed, provided that the Client has delivered a sound Sample. The agreed upon delivery time is (also) not observed, without that this can be attributed to VHL, if there is a case of force majeure or of unforeseen circumstances which makes it impossible to require VHL to observe performance, according to the standards of reasonableness and fairness.
- VHL will realise its obligation towards the performance of the service, subject to the condition of a sound Sample as referred to in paragraph 1, within 20 working days after formation of the Assignment, unless a different delivery period is agreed upon. If the delivery period is not observed - other than due to force majeure or unforeseen circumstances - then the Client is notified of this in writing within a reasonable period after this becomes clear to VHL - certainly before the lapse of the period of 20 working days referred to in the previous sentence. The Client is then entitled to dissolve the Assignment without costs and has a right to damages, if applicable. After dissolution, VHL immediately pays back the price paid by the Client with settlement of the costs of return shipment of the Sample.
- Client is required to complain to VHL in writing within a reasonable period after having discovered a defect in the service of VHL about this defect. Client is required to conduct an investigation for possible defects in the service of VHL if there is a reasonable cause to do so. If from this investigation it turns out that the service rendered by VHL has defects, then the Client is required to complain about this to VHL within a reasonable period. If the Client neglects to complain to VHL in writing within a reasonable period about a defect that the Client has discovered or should have reasonably discovered, then all the rights of the Client pertaining to the defectiveness of the service lapse.

Article 7 – Intellectual property rights

- Pertaining to information which follows from or relates to the Assignment, VHL reserves all rights of intellectual property which accrue to VHL pursuant to the Copyright Act and other intellectual legislation, unless agreed upon otherwise in writing. Client acknowledges that VHL is entitled party in the matter.
- Client has the right to use the information and advice provided by VHL for private use. Issued reports may only be published by the Client with reference to the name of VHL. Each other use (which includes advertisements) is not allowed without written permission from VHL. Client is obligated towards VHL not to violate or affect the intellectual property right referred to here in any way (except for permitted use), directly or indirectly, by making use or otherwise, also not by a claim for annulment.
- VHL reserves the right to use the knowledge, information and experience acquired in the context of the execution of the Assignment for other purposes than specified in or following from the Assignment and to use the Samples for private investigation, provided that the anonymity of the Client is safeguarded.
- If the Client violates the rights of intellectual property of VHL, then the Client forfeits an immediately due and payable penalty towards VHL of € 2,500 per violation as well as an immediately due and payable penalty of € 500 for each day that the violation continues, without prejudice to the right of VHL to claim damages instead.

Article 8 – Confidentiality

- 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.

- 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.
- 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

- VHL is not liable for indirect or consequential loss or damage with the Client, regardless of the legal basis. Indirect or consequential loss or damage is meant to be understood as: all loss or damage other than personal injury, damages resulting from death or property damage.
- To the extent that VHL is liable for damage and loss with the Client, regardless of the legal basis, this liability is limited to direct damage and loss. Direct damage and loss is meant to be understood as: property damage, personal injury and damages resulting from death.
- If and to the extent that VHL is liable for direct damage and loss with the Client, this liability is limited to the amount which the liability insurance pays out in the relevant case, plus the excess of VHL. VHL is obligated to conclude a liability insurance and to adequately observe the obligations which follow from it. In the event that the damage and loss is not covered by the liability insurance of VHL, this liability is limited to the invoice amount of the Assignment for the execution of which the damage and loss is caused, regardless of the legal basis.
- The Client indemnifies VHL for receivables of third parties concerning the services performed by VHL by the Client, also if it concerns an imputable failure to meet one's obligations. That is because only the Client is entitled to the services following from the Assignment. The first sentence of this provision does not apply in the event that VHL has caused damage or loss to third parties in the execution of the Assignment.

Article 10 – Payment and suspension

- The Client pays the owed amounts (the principal sum) within 14 days after start of the time for reflection (see article 11) or, in the event that there is no time for reflection, within 14 days after the day of concluding the agreement (the Assignment) or the reception of the confirmation of that conclusion. The Client is not entitled to suspension.
- If the Client has not paid the principal sum within the period referred to above in paragraph 1, then the Client is in default and VHL will point this out to the Client in writing, and in this writing the Client is also warned to still pay within a (new or second) payment term of 15 days. If the Client then also fails to pay, then the Client owes extrajudicial collection costs and legal interest (on the principal sum) in addition to the principal sum. These collection costs amount to no more than 15% on the outstanding amounts up to € 2,500; 10% on the subsequent € 2,500 and 5% on the subsequent € 5,000 with a minimum of € 40. In the writing previously referred to (the warning), VHL will warn the Client for and make a statement of the collection costs and legal interest owed at that time.
- VHL is entitled to suspend the performance of its obligations as long as the payment of what is owed has not been received.

Article 11 – Revocation right (time for reflection)

- During the time for reflection, the Client has the right to revoke the Assignment in writing, free of charge and without giving reasons, or to dissolve it (termination statement). The time for reflection amounts to 14 full days and has as effective day the day after the formation of the Assignment. VHL will immediately send a written confirmation of the termination statement.
- The risk and burden of proof of a correct and timely execution of the revocation right lies with the Client.
- VHL will send back the acquired Sample within a reasonable period after this confirmation.
- VHL will immediately pay back what the Client has paid, that is within 14 days following the day of receipt of the written termination statement, with the same means of payment which the Client has used, unless the Client agreed to a different means of payment. The refund is free of charge for the Client.
- If the Client revokes the Assignment after first having expressly requested to commence with the service (DNA analysis) during the time for reflection, then the Client owes a reimbursement to VHL equal to the proportionate part of the performance (service) which VHL has performed at the time of revocation in comparison to the full performance of the service. If the service has been rendered adequately within the aforementioned period, then no refund takes place.
- The Client has no revocation right if VHL has completed its performance (service) during the time for reflection and the Client has expressly agreed at the time of acceptance of the Assignment, i.e. prior to its execution, and the Client has stated in writing to waive the revocation right as soon as the service is completed within the time for reflection.

Article 12 – Dissolution

- VHL is entitled to dissolve the Assignment without notice of default or judicial intervention being required and to leave the Assignment uncompleted if it appears that the Client does not perform one or more of the obligations of the Assignment, or does not do so in a timely or complete manner, if the Client dies, is placed under guardianship, requests suspension of payment or bankruptcy, is declared bankrupt, if the statutory debt restructuring scheme is declared applicable to the Client, if the Client relocates to a location abroad or if the assets of the Client are attached.
- In the event of failure of performance of the obligation, or failure of timely or complete performance, the Client is liable for compensation towards VHL. Article 10 applies fully.

Article 13 – Duration

- The Assignment is extinguished, with exception of what is stipulated in article 7, if the Client has paid what is owed pursuant to that agreement and VHL, pursuant to the same agreement, has fully performed its obligations (services).

Article 14 – Safekeeping information and things

- The written documents sent by the Client are stored for 5 years by VHL. The original documents of the Client are handed over upon request, but VHL is entitled to make and retain copies of these.
- The Samples and things sent by the Client after execution of the Assignment are destroyed, unless VHL considers it necessary to store these for a longer period.

Article 15 – Applicable law and competent court

- The Dutch law applies to all agreements between VHL and the Client. This choice of law does not prejudice the Client's protection based on the mandatory law of their country of residence.
- The court of Gelderland, the Netherlands, is competent to take note of disputes between the parties following from the Assignment. Before VHL submits a dispute to that court, VHL invites the Client to disclose within five weeks (in writing) whether the Client does not object to this or whether the Client elects that the dispute is to be settled by the court competent pursuant to the law. If the Client opts for the latter, then VHL will respect that choice. If the Client does not make a choice or does not respond, then VHL is at liberty to submit the dispute to the court of Gelderland, the Netherlands.

Article 16 – 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