

General terms and conditions Iribov Analytical Services BV for the provision of services and the execution of contracts

Art.1. Applicability and definitions

1. The General Terms and Conditions of 'Iribov Analytical Services BV', hereinafter referred to as "Iribov AS", shall apply to all quotations, orders, contracts, projects, and other services which are undertaken or carried out by Iribov AS, or to which Iribov AS is a party.
2. Any terms and conditions of the client, of whatever nature and by whatever name, are not applicable, unless expressly agreed in writing.
3. Deviating provisions must be expressly agreed in writing and, insofar as they are not supersede the provisions of these terms and conditions, deemed to complement these terms and conditions.

Art.2. Agreements

1. Offers are without obligation, unless they contain a deadline for acceptance. If an offer is accepted by the client, Iribov AS has the right to revoke the offer in writing within five working days after receipt of the acceptance.
2. Agreements are concluded at the time of express acceptance of the assignment by Iribov AS.
3. All assignments, including additional assignments and follow-up assignments, are exclusively accepted by Iribov AS and executed by Iribov AS. Iribov AS is entitled to have the assignment carried out in whole or in part by third parties. If the client cannot agree to outsourcing to third parties, the client must report this in writing when giving the assignment.

Art.3. Prices

1. The rates are excluding VAT and additional costs, which can be: shipment of material and costs of import, unless agreed otherwise in writing.
2. Unless stated otherwise, the rates are in Euros (€) and excluding VAT.
3. Iribov AS has the right to adjust the rates in reasonableness and fairness to a level to be determined by it, if its costs have increased significantly since the rate was determined.

Art.4. Testing and assessment of materials

1. Iribov AS will carry out the work with the right professional care and quality.
2. Iribov AS determines within the framework of the requests for testing / assessment of material in what period the work will be performed. Agreed execution dates or delivery dates are never fatal dates, unless the parties have expressly agreed on this. Iribov AS will give the client timely warning if deviations from the specified delivery times are anticipated.
3. The overview of the results of the testing or assessment activities relate only to the samples examined and therefore not on the batch(es) involved.
4. In case of possible contamination with a quarantine organism, Iribov AS has the obligation based on the Plant Diseases Act, to report this to the Dutch Food and Consumer Product Safety Authority (NVWA) and, if requested, to provide the authorized officials with all information they need reasonably necessary for the performance of their duties.
5. If the client cancels an order, in whole or in part, he is liable for the costs incurred to Iribov AS
6. Iribov AS is not responsible for the inability to detect pathogens due to insufficient sensitivity of the test/methodology or influences from the plant material. Advice from Iribov AS on the application of tests for relevant pathogens is based on available literature and/or experience. In (pathogen) tests, Iribov AS gives a positive or negative result to the customer according to an internally developed method and validation. Iribov AS is not obliged to share the underlying data with the customer, unless this has been specified in writing at the start of the assignment.

Art. 5. Confidentiality

1. Both Iribov AS and the client are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the agreement. Information is considered confidential if this has been communicated by a party as such or if this can be logically deduced from the nature of the information.
2. If Iribov AS is obliged on the basis of a statutory provision or a court decision to provide confidential information to third parties designated by law or the respective court and the client cannot invoke a legal or court order in this respect recognized or permitted right of non-disclosure, Iribov AS is not obliged to pay damages or compensation and the client is not entitled to dissolve the agreement on the basis of any damage caused by this.

Art.6. Intellectual property

1. Iribov AS is entitled to all rights of use of pathogens that are isolated by Iribov AS itself from plant, seed or other material. At the request of the client, the isolate is made available to the client. Iribov AS is entitled to retain (contaminated) leaf material for internal use.
2. Plant and other materials to be examined, which have been made available to Iribov AS, will be destroyed within a reasonable period of time after the end of the investigation or the assignment, unless the conditions stipulated in paragraph 1 are met. When entering into the assignment agreement, or prior to the research, the client can indicate that the material must be returned after the research or the assignment has ended.
3. Performance of agreed assignments by Iribov AS takes place in the manner to be determined by Iribov AS. All intellectual property rights to these practices and other knowledge developed by Iribov AS as a result of an assignment will belong to Iribov AS. Iribov AS reserves the right to use these intellectual property rights for other clients as well, insofar as no confidential information of the client is disclosed to third parties.
4. Data obtained by means of molecular (marker) analysis of plant material, seed, micro-organisms or other materials to be examined are stored by the Iribov AS in a database. Iribov AS can use these profiles for internal applications, eg for quality control purposes.

Art.7. Liability

1. Iribov AS carries out the assignment with due care. Iribov AS is not liable for any damage, except in the event of intent or gross negligence on the part of Iribov AS or its personnel charged with the management of the execution of the agreement or the work.
2. Iribov AS is never liable for indirect costs and indirect damages. The liability of Iribov AS for all direct costs and direct damages, which are in any way related to the assignment and which are caused by an error or shortcoming on the part of Iribov AS for which Iribov AS is liable according to the previous section (7.1), is at all times limited to the net invoice amount in relation to the assignment.
3. Iribov AS is also not liable for damage resulting from shortcomings of third parties engaged by Iribov AS.
4. Any liability is always limited to the net invoice amount with regard to the client's assignment.
5. Not only Iribov AS, but also all persons engaged by Iribov AS in the performance of any assignment from the client, can invoke these general terms and conditions.
6. Iribov AS is not liable towards the client for the breakdown or damage of information, documentation, materials and/or samples.

Art.8. Disclaimer

7. The client indemnifies Iribov AS against all claims from third parties regarding infringement of possible intellectual property rights that these third parties are entitled to with regard to the materials and information provided by the client.
8. The client indemnifies Iribov AS furthermore against all claims from third parties, including the costs of legal assistance, which are in any way related to the assignment or arise from the work performed for the client, except in the event of intent or gross negligence on the part of Iribov AS.

Art.9. Payment

1. Payment of what the client owes to Iribov AS must be made within a period of 30 days after the invoice date.
2. The client is not authorized to deduct any amount from the rate to be paid on account of a counterclaim made by him. The client is not authorized to suspend the fulfillment of his payment obligation in the event of a complaint submitted by him to Iribov AS about the services provided, unless Iribov AS expressly agrees to suspension.
3. If the client does not meet its payment obligation in time, it will be deemed to be in default by operation of law. In that case, Iribov AS is entitled to charge an interest of 1% per month from the day that the client fails to meet the payment obligation referred to in paragraph 1, whereby part of a month is counted as a whole month.
4. 4. If payment must be effected by engaging third parties, the resulting costs will be borne by the client. This means that the defaulting client - without prejudice to any legal costs - owes an immediately payable sum equal to 15% of the invoice amount or the actual collection costs in respect of the costs caused by his default.

Art.10. Applicable law and disputes

1. Dutch law applies to all agreements to which these general terms and conditions apply in whole or in part.
2. All disputes arising from the agreements referred to in paragraph 1 of this article must in the first instance be brought before and adjudicated by the Noord Holland District Court.
3. In the event of a conflict between the Dutch text and the translation, the Dutch text shall prevail.
4. If and insofar as any part or provision in these general terms and conditions should prove to be in conflict with any mandatory provision of national or international legislation, it will be converted into a valid provision that corresponds as much as possible to the existing article, while the general terms and conditions will continue to apply to all parties.