

## inBiome B.V. General Terms and Conditions of Sale and Delivery

With its registered office at the Science Park 106, 1098 XG Amsterdam, the Netherlands

Registered with the Chamber of Commerce under number 73930849

### 1. Definitions

For the purposes of these terms and conditions, the following definitions apply:

- 1.1. **Offer or Quotation:** any offer made by or on behalf of inBiome BV to the Buyer, such as by means of a quotation.
- 1.2. **InBiome BV:** the contractual counterparty to the Agreement with the Buyer and user of these Terms and Conditions within the meaning of section 6:231 sub b of the Dutch Civil Code, its representative(s), authorised representative(s), and legal successor(s).
- 1.3. **Buyer:** any natural person, partnership, legal entity, or other entity that concludes or has concluded an Agreement with inBiome BV, or to whom an Offer is or has been made by or on behalf of inBiome BV, or to whom or on behalf of whom a delivery is or has been made by or on behalf of inBiome BV, or on behalf of whom one or more services are or have been provided by or on behalf of inBiome BV.
- 1.4. **Agreement:** the Agreement between inBiome BV and a Buyer, based on which inBiome BV delivers Products to the Buyer against payment.
- 1.5. **Producer:** the producer or manufacturer of Products offered, sold, or delivered to Buyer by inBiome BV.
- 1.6. **Product(s):** all goods that are part of the Agreement or that are offered, sold or delivered by inBiome BV to the Buyer.
- 1.7. **Written:** in these Terms and Conditions, "written" includes communication by e-mail and digitally (i.e. via an online interface) provided that the identity of the sender and the integrity of the content is sufficiently established.
- 1.8. **Terms and Conditions:** InBiome BV's present General Terms and Conditions of Sale and Delivery.

### 2. Applicability of the Terms and Conditions, titles and language

- 2.1. These Terms and Conditions apply to all Offers, legal relationships, and Agreements whereby inBiome BV delivers Products and/or services of whatever nature to the Buyer. Deviations from these Terms and Conditions shall only be effective if expressly agreed in writing.
- 2.2. If one or more provisions of the Terms and Conditions are wholly or partially void or may be nullified at any time, the remaining provisions of the Terms and Conditions shall remain in full force and effect.
- 2.3. The titles and articles of these Terms and Conditions serve solely to facilitate reading and clarity and have no other meaning. In particular, the titles may not be used for the interpretation of these Terms and Conditions.
- 2.4. In the event of any conflict between the Dutch version of these Terms and Conditions and any translations thereof or in the event of any ambiguity as to the meaning or interpretation of (a provision of) these Terms and Conditions, the Dutch version or interpretation thereof shall prevail over any translations.

### 3. The Offer and the formation of the Agreement

- 3.1. All Offers are without obligation unless the Offer sets a deadline for acceptance.
- 3.2. The Agreement is concluded by means of a written Offer and the written acceptance thereof.
- 3.3. If no Agreement is concluded after inBiome BV has issued a quotation to the Buyer, the Buyer shall reimburse inBiome BV for all costs that inBiome BV reasonably had to incur in order to prepare a quotation, provided the Buyer has agreed to these costs being charged prior to making the offer.

- 3.4. Sources provided by or on behalf of inBiome BV such as price lists, brochures, catalogues, leaflets, websites, and other information legally bind inBiome BV only insofar as the quotation explicitly refers to information from these sources.
- 3.5. Insofar as the Buyer's acceptance of the offer made by inBiome BV differs in any way from the offer made by inBiome BV to the Buyer, the Agreement is only concluded when inBiome BV confirms in writing the conclusion and content of the Agreement and thereby precisely describes the obligations arising from the Agreement for both parties.
- 3.6. For work or deliveries for which inBiome BV does not send or has not sent any Offer, quotation, or order confirmation in view of their nature and scope, the Agreement is concluded when inBiome BV actually begins the execution of the Agreement or instructs third parties to do so. In such a case, the invoice shall serve as an order confirmation, which shall also be deemed to reflect the Agreement correctly and completely.

#### **4. Prices**

- 4.1. If an Offer is without obligation, the quotations and rates included therein are also without obligation.
- 4.2. Prices are in euros and:
  - a. based on the level of purchase prices, wages, labour costs, social security and government charges, transport costs, insurance premiums, and other costs applicable on the order date at the time that the Offer is issued or (if no Offer or quotation has been made) on the order date, respectively;
  - b. based on delivery 'ex works' (Ex Works factory or warehouse Producer - Incoterms 2010);
  - c. exclude VAT, import duties, and other taxes, levies and duties;
  - d. exclude costs for packaging, loading and unloading, disposal, transport, and insurance;
  - e. exclude costs for assembly, installation, adjustment, calibration, and commissioning.
- 4.3. In the event of a non-binding Offer and if this reservation is included in a non-binding Offer, inBiome BV is entitled to adjust prices if the official currency parity at the time of delivery differs more than 2% from the currency parity on the date on which the Offer or Offer was made, whereby the latter parity is set at 100.
- 4.4. In the event of a non-binding Offer and if this reservation is included in a non-binding Offer, inBiome BV is entitled to adjust prices in the event of an increase of one or more of the factors that determine the cost price. In this respect, inBiome BV takes into account any existing applicable legal regulations, on the understanding that future price increases already known to inBiome BV at the time of the order confirmation must be mentioned in the order confirmation.

#### **5. Amendment to the Agreement**

- 5.1. Any full or partial amendment or cancellation of the Agreement can only take place with the prior written consent of inBiome BV.
- 5.2. If inBiome BV agrees to such a change or cancellation, the Buyer is in any case obliged to pay inBiome BV the costs for work already carried out by inBiome BV.
- 5.3. In the event of such a change or cancellation, inBiome BV is allowed to charge the costs involved to the Buyer and to redefine delivery times and lead times related to its obligations under the Agreement.

#### **6. Delivery and delivery time**

- 6.1. For orders or deliveries that do not exceed a certain amount and insofar as inBiome BV makes an appeal to the Buyer, the Buyer owes inBiome BV a reasonable amount in administration costs, to be determined by inBiome BV.

- 6.2. Irrespective of when the risk transfers to the Buyer, the time of delivery is equal to the time at which the Products are unloaded at the place agreed upon for this purpose (the actual transfer); said foregoing also applies if inBiome BV has to assemble, install, and/or commission the Products.
- 6.3. The Buyer must report any shortages, defects, or damage directly to inBiome BV in writing within eight (8) days after delivery, failing which the Products will be deemed to have reached the Buyer complete, undamaged, and without defects.
- 6.4. inBiome BV is entitled to deliver in parts (partial deliveries) and to charge these parts separately. The Buyer is obliged to pay the individual invoices in accordance with the provisions of these Terms and Conditions.
- 6.5. Lead times and delivery times mentioned in the Offer with regard to inBiome BV's commitments do not serve as concrete deadlines. Default, therefore, does not take effect until after inBiome BV has been declared in default by the Buyer and fails to fulfil its obligations under the Agreement within a reasonable period of time.
- 6.6. inBiome BV is obliged to observe the stated delivery time or delivery term as much as possible, but shall never be liable for any exceeding thereof. If this is exceeded, inBiome BV is not obliged to pay any compensation for damages of any nature whatsoever. Exceeding a delivery time or delivery period does not entitle the Buyer to terminate or dissolve the Agreement or to refuse to take delivery of Products. In the event of excessive exceeding of a delivery time or delivery period, the parties will consult one another.
- 6.7. If Products are not purchased by the Buyer within the delivery period or delivery term, or if the Buyer does not observe an agreed call-off term, inBiome BV is entitled to charge the Buyer for the Products in question and inBiome BV is furthermore entitled to store these Products (or have them stored) at its own discretion but entirely at the expense and risk of the Buyer. In the event of non-purchase or failure to use the call-off term on the Buyer's part within the applicable term, inBiome BV can, at its own discretion, either demand the Buyer's compliance or dissolve the Agreement, without prejudice to inBiome BV's right to claim damages in either case.
- 6.8. inBiome BV is authorised to engage third parties for the purpose of the execution of the Agreement and to charge the costs to the Buyer in accordance with the rates included in the Offer.

## **7. Transport and packaging**

- 7.1. inBiome BV determines at its own discretion the methods of packaging, transport, shipment, etc. of Products.
- 7.2. If the Buyer has specific wishes and insofar as inBiome BV agrees with these wishes with regard to packaging and/or transport, including relocation within the company or business premises, the Buyer is obliged to reimburse the costs charged by inBiome BV for this.

## **8. Complaints**

- 8.1. Upon receipt, the Buyer must carefully check the delivered goods for externally perceptible damage, defects, and quantities. If the delivered goods are visibly damaged upon receipt, the Buyer must make a note to this effect on the transport ticket or the letter of receipt. Furthermore, the Buyer must inform inBiome BV in writing immediately, but no later than twenty-four (24) hours after receipt, of any externally visible damage, defects, or incorrect quantities. Claims concerning externally perceptible damage, defects, and quantities that could have been discovered during careful inspection upon receipt will not be processed by inBiome BV if these have not been received in writing by inBiome BV within twenty-four (24) hours after delivery.
- 8.2. For hidden defects, complaints are only possible within the warranty period. The Buyer must report a defect to inBiome BV in writing within eight (8) days after discovery, failing which inBiome BV will not process the complaint.

- 8.3. Contrary to the provisions in paragraph 1 of this article, complaints regarding Products for which a test or inspection takes place in connection with delivery must be made immediately on the date of the test or inspection and at the location where the test or inspection takes place, and then immediately confirmed in writing to inBiome BV.
- 8.4. Complaints can only be processed if their nature and basis are accurately stated.
- 8.5. Complaints regarding invoices must be submitted in writing to inBiome BV within eight (8) days of the date of the invoice in question, failing which the invoice shall be deemed to have been unconditionally accepted and approved by the Buyer.
- 8.6. If the Buyer does not submit a complaint within the applicable period or in the prescribed manner, the delivered goods will be deemed to comply fully with the Agreement and to have been unconditionally accepted and approved by the Buyer.
- 8.7. If inBiome BV deems a complaint regarding delivered Products justified, inBiome BV is only obliged to replace or repair the faulty Products, without the Buyer being entitled to any compensation.
- 8.8. Submitting a complaint never releases the Buyer from their payment obligations to inBiome BV.
- 8.9. Returning the delivered goods or any part thereof to inBiome BV, for whatever reason, can only take place following explicit prior written consent and shipping instructions from inBiome BV to the Buyer.

## **9. Warranty and service**

- 9.1. With due observance of the provisions elsewhere in the Terms and Conditions, inBiome BV guarantees the reliability of the materials used and the agreed properties and the related proper functioning of the Products delivered by inBiome BV in accordance with the product specifications supplied.
- 9.2. The warranty for new products provided to the Buyer shall only apply for a maximum period of twelve (12) months from delivery with the understanding that the warranty shall be limited to the expiry date of the product insofar as this is within twelve (12) months. Warranty for Products purchased by inBiome BV from third parties is only given if and insofar as this third party provides a warranty.
- 9.3. Defects in delivered Products that fall under the warranty are, exclusively at the discretion of inBiome BV, either repaired or replaced via new delivery if, in the opinion of inBiome BV and/or the Producer, the defects are due to production faults or faults or shortcomings in materials used, as a result of which the Products are unusable by the Buyer for the purpose for which they can reasonably be expected to be intended.
- 9.4. The Buyer must ship the Products eligible for warranty postage-paid to inBiome BV. If inBiome BV needs to carry out or have carried out work outside its own company for the purpose of (assessing the) warranty, inBiome BV is entitled to charge the Buyer for the associated travel and accommodation costs, as well as any (special) costs of transport, packaging and insurance and the costs of the testing equipment, Products and other materials to be used.
- 9.5. If it appears that the Products offered to inBiome BV for assessment or replacement under guarantee do not show any defects, inBiome BV is not obliged to return the Products to the Buyer free of charge and the Buyer is obliged to pay all costs incurred by inBiome BV within the framework of the (assessment of the) warranty claim to [inBiome BV](#)
- 9.6. All warranty claims lapse if the Buyer makes changes and/or repairs to the Products or has them made, or if the Product is not used or treated accurately in accordance with the supplied or applicable (factory) regulations or the instructions for use, or is used or treated injudiciously in any other way, or if the Product supplied is or has been used or applied for purposes other than those for which it is intended, or if the Product supplied is or has been used in a way that could not reasonably be expected by inBiome BV.
- 9.7. Non-performance by the Buyer of one or more of its obligations releases inBiome BV from its warranty obligations.
- 9.8. Fulfilment of the warranty obligation shall be considered as sole and full compensation.

## **10. Payment and default**

- 10.1. The Buyer shall pay the invoices in accordance with the payment conditions stated on the invoice. If no specific conditions are stated on the invoice, the Buyer shall pay within thirty (30) days of the invoice date stated on the invoice. The Buyer shall not be entitled to offset or suspend payment. The value date on the bank and giro statements of inBiome BV on which a payment has been received shall be deemed to be the day on which the payment was made.
- 10.2. If the Buyer fails to pay amounts owed to inBiome BV on time, the Buyer shall owe statutory interest on the outstanding amount without a reminder or notice of default being required. If, following a payment reminder or notice of default, the Buyer also fails to fulfil its payment obligations within a reasonable period of time, it shall be in default by operation of law. From that moment on, inBiome BV can outsource the claim. After the claim has been outsourced, the Buyer is obliged to reimburse inBiome BV for the legal costs actually incurred by inBiome BV and the extrajudicial costs actually incurred, including the costs charged by external experts.
- 10.3. At inBiome BV's first request, the Buyer shall provide security for the timely fulfilment of its obligations under the Agreement to inBiome BV.

## **11. Retention of title**

- 11.1. Without prejudice to the other provisions in these Terms and Conditions regarding the risk and transfer of Products, all Products delivered by or on behalf of inBiome BV remain the property of inBiome BV until such time that full payment is made of all that the Buyer owes inBiome BV, for whatever reason, including what the Buyer owes inBiome BV after the conclusion of the Agreement, including all interest and costs. The Buyer is obliged to keep the ownership of Products delivered by or on behalf of inBiome BV separated from other Products in such a way that they can be easily and clearly recognised as Products of inBiome BV for as long as the ownership of Products delivered by or on behalf of inBiome BV remains with inBiome BV pursuant to the provisions of this article.
- 11.2. In the event of non-payment of any amount due and payable by the Buyer to inBiome BV, and furthermore in the event the Agreement is terminated, inBiome BV is entitled to reclaim the Products with regard to which the retention of title applies and to take the related measures (or have them taken), taking into account any payments already made with regard to those Products, without prejudice to inBiome BV's right to demand compensation for any loss or damage. In the event of such non-payment or termination of the Agreement, any claim which inBiome BV has against the Buyer is immediately due and payable.
- 11.3. At inBiome BV's first request, the Buyer must provide a power of attorney for the immediate return of the Products not yet fully paid for, wherever they may be.
- 11.4. The Buyer is entitled to sell or use Products to which a retention of title applies in favour of inBiome BV in the context of normal business operations; however, no security right may be established on these Products, while the Buyer may not carry out any acts (or have any acts carried out) with regard to these Products as a result of which they would become part or component of one or more other Products. In the event that Products are resold which are still subject to retention of title in favour of inBiome BV, the Buyer is obliged to retain ownership thereof himself and to assign all claims against the Buyer's debtor, up to the amount owed, to inBiome BV at the first request of inBiome BV.

## **12. Custody and litigation**

- 12.1. InBiome BV has a right of retention on all Products owned by inBiome BV by or on behalf of the Buyer, regardless of the cause or reason, as long as the Buyer has not fulfilled all their obligations towards inBiome BV.

- 12.2. In the event inBiome BV exercises its right of retention with regard to certain Products, the Buyer has no right to any compensation in the event of total or partial destruction or loss of those Products and/or damage to those Products beyond the imputable fault of inBiome BV.
- 12.3. The risk for those Products remains with the Buyer during the period that inBiome BV exercises its rights of retention.
- 12.4. If the Buyer forms a new item (also) from goods delivered by inBiome BV, the Buyer will form the newly-formed item for inBiome BV until the Buyer has paid all amounts due under the Agreement; inBiome BV will, in that case, have all rights as the owner of that formed item until the time of full payment by the Buyer.

### **13. Liability**

- 13.1. InBiome BV's total liability due to an attributable failure in the performance of the Agreement or for any other reason, including any failure in the performance of a warranty obligation agreed upon between the parties, is limited to compensation of direct damage up to a maximum of the amount of the price stipulated for that Agreement (excl. VAT). If the Agreement is primarily a continuing performance contract with a term of more than one year, the price stipulated for the Agreement will be set at the total of the fees (excl. VAT) stipulated for one year. Under no circumstances shall inBiome BV's total liability for direct damage, for whatever reason, exceed €500,000 (five hundred thousand euros).
- 13.2. InBiome BV's liability for damage due to death, bodily injury, or material damage to property shall never exceed €500,000 (five hundred thousand euros) in total.
- 13.3. Irrespective of the provisions of the previous paragraph, inBiome BV's liability shall be limited to the amount paid out by the insurance or to what is covered by the insurance.
- 13.4. InBiome BV's liability is excluded for:
  - a. consequential or indirect damage;
  - b. damage due to lost profits, missed savings, business interruption or reduced goodwill;
  - c. damage as a result of claims from the Buyer's customers;
  - d. damage related to the use of items prescribed by the Buyer to the supplier, such as but not limited to: installations, tools, machines, materials or data, information or software of third parties;
  - e. damage related to the engagement of suppliers prescribed by the Buyer to inBiome BV;Moreover, inBiome BV's liability for damage, destruction, or loss of data or documents is excluded.
- 13.5. The exclusions and limitations of inBiome BV's liability, as described in the previous paragraphs of this article, are without prejudice to inBiome BV's other exclusions and limitations of liability by virtue of these Terms and Conditions.
- 13.6. The exclusions and limitations referred to in paragraphs 1 to 5 of this article shall lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of inBiome BV's management.
- 13.7. Unless inBiome BV's compliance is permanently impossible, inBiome BV's liability for attributable failure to comply with an Agreement only arises if the Buyer immediately gives inBiome BV written notice of default, setting a reasonable period for the rectification of the failure, and inBiome BV continues to fail imputably to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible so that inBiome BV can respond adequately.
- 13.8. A condition for the existence of any right to compensation is always that the Buyer reports the damage to inBiome BV in writing as soon as possible after it has arisen.
- 13.9. Any claim the Buyer has on inBiome BV lapses by the mere expiry of twelve months after that claim arose and in any case after expiry of three years after delivery by inBiome BV, regardless of the legal basis of the claim.

- 13.10. The Buyer indemnifies inBiome BV against all damage resulting from claims from third parties due to product liability as a result of a defect in a product, installation or system that was delivered by the Buyer to a third party and that partly consisted of hardware, software or other materials delivered by inBiome BV, unless and insofar as the Buyer proves that the damage was caused by that hardware, software or other materials.
- 13.11. The provisions of this article, as well as all other limitations and exclusions of liability mentioned in the Terms and Conditions, also apply in favour of all (legal) persons of which inBiome BV makes use in the execution of the Agreement and in favour of the group of which he or she is part.
- 13.12. With regard to Products and services which inBiome BV has obtained from a third party, the (contract and/or warranty) provisions applicable to the relevant Agreement are also applicable to the Agreement between inBiome BV and the Buyer, if and insofar as inBiome BV invokes this.

#### **14. Force majeure (non-attributable shortcoming)**

- 14.1. Neither party is obliged to fulfil any obligation, including any guarantee obligation, agreed between the parties if it is prevented from doing so as a result of force majeure. Force majeure is also understood to mean: (I) force majeure from inBiome BV's suppliers, (II) failure to properly fulfil supplier obligations prescribed by the Buyer to inBiome BV, (III) defectiveness of goods, equipment, software, or materials from third parties whose use is prescribed by the Buyer to inBiome BV, (IV) government measures, (V) electricity failure, (VI) failure of the internet, service providers, computer network, or telecommunication facilities, (VII) war, (VIII) occupation, (IX) strike, (X) general transport problems, (XI) unavailability of one or more members of staff, (XII) terrorist attacks or occupations, (XIII) epidemics and pandemics, (XIV) financial crisis and (XV) non-functioning of the payment network of the banks concerned.
- 14.2. If a force majeure situation lasts longer than ninety days, either party has the right to terminate the Agreement in writing. What has already been completed on the basis of the Agreement will, in that case, be settled proportionally, without the parties owing each other anything further. The parties shall immediately make payments in connection with this settlement.
- 14.3. If inBiome BV wishes to invoke force majeure, it will inform the Buyer as soon as this is practically possible. The consequences of force majeure shall take effect from the moment that the circumstance, cause or event leading to it has occurred.
- 14.4. If inBiome BV is prevented by force majeure from fulfilling any obligation, regardless of the legal basis thereof, towards the Buyer and inBiome BV's opinion, the force majeure situation will be of a temporary or transient nature, inBiome BV is entitled to suspend the execution of the Agreement until the circumstance causing the force majeure situation ceases.
- 14.5. If, as a result of force majeure, inBiome BV is prevented from fulfilling its obligations towards one or some of its clients or customers, but not the obligations towards all clients and customers, inBiome BV is entitled to decide at its own discretion which of the obligations and towards which clients and customers it will fulfil, as well as the order in which it will do so.

#### **15. Termination of Agreement**

- 15.1. In the event that one party is in default, this shall give the other party the power to dissolve the Agreement in whole or in part, without prejudice to the power to claim performance.
- 15.2. inBiome BV is not obliged to pay any compensation in the event of dissolution.
- 15.3. inBiome BV may dissolve the Agreement without notice of default with immediate effect in the event that the other party is declared bankrupt, transfers the estate, is granted (provisional or definitive) suspension of payment, in the event that all or part of the assets of the other party are seized or in the event that the other party's business is liquidated or terminated.

15.4. If a party dissolves an Agreement pursuant to the stipulations of this article, the amounts that the Buyer owes to inBiome BV at the time of dissolution shall remain fully due and the Buyer shall owe interest and expenses with regard to these amounts in accordance with the stipulations of these Terms and Conditions, without prejudice to inBiome BV's right to claim damages, to make use of the rights arising from retention of title to take other (legal) measures and other rights to which inBiome BV is entitled.

#### **16. Communication and documentation**

16.1. During the existence of the legal relationship, inBiome BV may impose requirements on communication between parties or the performance of legal acts via digital media.

16.2. inBiome BV will provide standard documentation such as factory drawings, descriptions, instructions, and test certificates in singular free of charge. The Buyer shall owe a reasonable fee to inBiome BV for additional copies of such documentation.

#### **17. Permits**

17.1. The Buyer is responsible for ensuring that all permits, concessions, licences, consents, etc. that may be necessary on the part of the Buyer for inBiome BV to be able to deliver the Products sold and for inBiome BV to be able to fulfil its obligations in any other way, will have been obtained on time and in the correct form; the costs associated with obtaining such permits, concessions, licences, consents, etc. shall be borne by the Buyer.

17.2. The absence of any permit, concession, licence, permission, etc. as referred to in paragraph 1 of this article shall be considered an attributable failure (default) on the part of the Buyer, and shall not relieve the Buyer of any of its obligations towards inBiome BV, nor can it be a reason to suspend the fulfilment of any of the Buyer's obligations towards inBiome BV.

17.3. The Buyer is liable for any and all damage that may be caused directly or indirectly by the absence of any permit, concession, licence, permission, etc. as referred to in paragraph 1 of this article, and the Buyer indemnifies inBiome BV against claims and demands related to such damage.

#### **18. Intellectual or industrial property**

18.1. All intellectual and industrial property rights regarding the products, software, data files, diagrams, equipment, set-ups, installations, solutions, analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, developed or made available by inBiome BV for the Buyer, rest exclusively with inBiome BV, its licensors, or its suppliers. The Buyer only acquires the rights of use expressly granted by Agreement, Terms and Conditions and by law. These rights of use are non-exclusive and non-transferable to third parties. Any other or further right of the Buyer is excluded.

18.2. In the unlikely event that a Product sold by inBiome BV to the Buyer in the Netherlands infringes an industrial or intellectual property right of a third party, and the Buyer is held liable in this regard, the Buyer is obliged to inform inBiome BV of this immediately in writing. In that case, inBiome BV shall, at its discretion, either have the right to refund the purchase price of that Product to the Buyer, or to modify the Product in such a way that it no longer constitutes an infringement, or to supply a replacement Product that does not constitute an infringement, or to refund the Buyer the purchase price after the Product has been received back from the Buyer, less a reasonable compensation for the period during which the Buyer had the Product at its disposal. With regard to infringement of an industrial or intellectual property right outside the Netherlands, the Buyer will not be able to assert any claim against inBiome BV.

18.3. inBiome BV is not liable for the infringement of any industrial or intellectual property right or any other exclusive right resulting from this:

- a. any change in or to a Product sold or delivered by or on behalf of inBiome BV;
- b. any use of such a Product;

- c. any application of such a Product which is different from that which inBiome BV has prescribed or from which inBiome BV assumed;
- d. integration with, or use or application in combination with Products not sold and delivered by or on behalf of inBiome BV;
- e. of any software modification not made by or on behalf of inBiome BV.

## **19. Confidentiality**

- 19.1. All information provided to the Buyer in connection with an Offer, including but not limited to brochures, catalogues, price lists, leaflets, correspondence, and digital storage media and all data provided therein or thereby in the form of designs, drawings/images, plans, ideas, models, samples, tables, diagrams, databases, or calculations, shall remain expressly and exclusively the industrial or intellectual property of inBiome BV.
- 19.2. inBiome BV is entitled to use all information, data, or other data supplied by the Buyer. Upon termination of the Agreement, this data, whether or not modified, adapted or edited shall remain the property of inBiome BV, in anonymised form.
- 19.3. The Buyer is prohibited from copying information, data and data as described above in paragraphs 1 and 2 in whole or in part and/or making them known or having them made known to third parties in any way whatsoever, and/or allowing them to be used by third parties and/or selling them on or making them available.
- 19.4. The Buyer is permitted to use this data and information only to the extent necessary for the performance of the Agreement.

## **20. Applicable law and disputes**

- 20.1. All Offers and Agreements entered into by or on behalf of inBiome BV are governed exclusively by Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.
- 20.2. Disputes arising from an Agreement entered into between inBiome BV and the Buyer will be subject to the jurisdiction of the competent court in the district where inBiome BV has its registered office and without prejudice to inBiome BV's right to seize and take other provisional measures or have them taken at the place(s) and before the courts where inBiome BV deems this desirable.
- 20.3. The provisions in paragraph 2 of this article are without prejudice to inBiome BV's right to submit a dispute to the competent court according to the normal competency rules, or to have it settled by means of arbitration or binding advice.

## **21. Amendment of the General Terms and Conditions**

- 21.1. inBiome BV reserves the right to amend these Terms and Conditions at any time. The amended Terms and Conditions will take effect at the announced time of entry into force and also apply to Agreements that have already been concluded. inBiome BV will send the amended Terms and Conditions to the Buyer in a timely manner. If no time of entry into force has been communicated, changes vis-à-vis the Buyer shall take effect as soon as the change has been communicated to them.

## **22. Validity**

- 22.1. If one or more of the provisions in these Terms and Conditions or any other agreement with inBiome BV should be in conflict with a mandatory provision of law or any applicable legal regulation, the provision in question will lapse and a new, legally admissible and comparable provision to be determined by inBiome BV will take its place. The other provisions in these Terms and Conditions shall remain in full force and effect.