



**General Terms & Conditions
for the Purchase of goods & services**

Eurofins Danmark

Article 1. Application of these General Terms & Conditions

- 1.1. These General Terms & Conditions (hereinafter referred to as "GTC") are applicable to all contracts entered into and orders placed with Suppliers by Eurofins Scientific and/or its associated companies (a "Contract").
- 1.2. For the purposes of these conditions, "associated company" is understood to mean any company in which Eurofins Scientific has a direct or indirect interest of 50% or more. Contracts between Eurofins Scientific and Suppliers will also apply to associated companies provided such associated companies make that fact known and state in writing that these GTC apply. The Supplier's counter party to a contract is referred to in these GTC as "Eurofins".
- 1.3. Where the Supplier's conditions are also declared to be applicable to a contract or are in any way purported to be included in a contract, the GTC will prevail in the event of any conflict.
- 1.4. The Supplier will be informed in writing of any change of the GTC. Changes will take effect three months after the date of notification and will be applicable only to contracts entered into or for orders placed after that expiry of that three-month period.

Article 2. Confidentiality

- 2.1. "Confidential Information" means all information disclosed (in any form by either party to the other which is marked confidential or which it is reasonably apparent should be treated as confidential, including information regarding the substance of the parties' relationship, information relating to the disclosing party's products, operations, processes, plans or intentions, know-how, design rights, trade secrets and business affairs.
- 2.2. Each party agrees to treat all Confidential Information it receives from the other as confidential and will apply strict measures of security against unauthorized disclosure of Confidential Information. Such party shall not disclose any received Confidential Information of the other party to third parties without the prior written consent of the other party.
- 2.3. The obligations of the preceding article shall apply during the term of a Contract and for five years thereafter. With regard to the disclosure of Confidential Information which could damage Eurofins after five years, the obligation to maintain the confidentiality of this information will continue even after this period and shall survive the termination of any contract.
- 2.4. In respect of all Confidential Information originating from a disclosing party which is communicated to or otherwise come into possession of the other party, the receiving party agrees:
 - To take all reasonable measures to ensure safe custody and use of the Confidential Information;
 - Not to use the Confidential Information for any purpose other than for which it has been communicated;
 - Not to retain Confidential Information for longer than is reasonably necessary for the fulfilment of its obligations and either to return to the disclosing party such Confidential Information, including copies which have been made, immediately after the fulfilment of all the aforementioned obligations or, having obtained the originating party's consent, to destroy such Confidential Information in a secure, confidential manner; and
 - To cooperate fully in the execution of supervision by or on behalf of the originating party of the custody and use of the Confidential Information.
- 2.5. The parties will ensure that their employees and/or third parties retained by them to whom they disclose Confidential Information are informed of the above obligations and comply with them. Where Confidential Information is disclosed to any such persons ("Relevant Disclosees"), the disclosing party shall ensure that such persons sign a confidentiality agreement or are otherwise bound by appropriate confidentiality undertakings which are at least as strict as the obligations contained in these GTC.

- 2.6. Should it come to the notice of either party that the provisions of this article have been infringed by the other party or any Recipients retained by it, said other party will be liable for immediate payment upon first request, of an indemnity, which will not be eligible for set-off.
- 2.7. Nothing in paragraph 2 of these GTC shall apply to Confidential Information
 1. which at the same time of disclosure is in the public domain; or
 2. which after such time comes into the public domain otherwise than by virtue of a breach of these GTC on the part of the Supplier or any of its Relevant Disclosees; or
 3. which was and in the case of the Supplier, can be shown to be:
 - (a) lawfully in the possession of the receiving party or any of its Relevant Disclosees prior to such disclosure and not previously acquired by the receiving party from such Relevant Disclosees under an obligation of confidentiality; or
 - (b) to have been developed by or for the receiving party at any time independent of any information disclosed to it by the disclosing party; or
 - (c) the disclosure of which is required by law or by any relevant regulatory authority but where such requirement occurs, the receiving party shall give the other party prior notice of such disclosure and consult with the disclosing party prior to such disclosure with a view to legally preventing or reducing the extent of such disclosure (to the extent that such prior consultation with the disclosing party does not breach the terms of any law or relevant order).

Article 3. Creation of contract

- 3.1. A contract will be created upon signature thereof by the Supplier and Eurofins. In the case of frame-contracts, the contract will be created:
 - Where Eurofins uses an order form: when the Supplier returns the signed and unmodified order confirmation;
 - Where the Supplier has started to perform the contract: upon Eurofins giving its written permission.
- 3.2. Where the Supplier provides an order confirmation only, it will not be valid as evidence of acceptance of the order by Eurofins without Eurofins' specific written agreement.
- 3.3. Agreed specifications and conditions will be binding on both parties and may be departed from only in consultation between the parties. Such departures will be recorded in writing and confirmed by both parties.
- 3.4. If a contract has not been expressly extended in writing and the Supplier continues to provide its services with Eurofins' implied consent, it will be deemed to have been tacitly extended for an indefinite period. Either party may in that case terminate it by giving a reasonable period of notice, which will in no case be more than two months.
- 3.5. Obligations which, by their nature, are intended to continue to apply after the end of a contract will remain in full force after the expiry, dissolution or termination of a contract or any further contract arising there from and will apply to the Supplier and its successors and assigns.
- 3.6. Either party may, with prior written consent of the other party, assign its rights and/or obligations under a contract to a third party. Such consent shall not unreasonably be withheld or delayed. However, Eurofins shall be entitled, without the Supplier's prior written consent, to assign any contract to any of its associated companies.

Article 4. Supplier's employees / third parties

- 4.1. The Supplier will comply with the following requirements with respect to its employees, which for the purposes of this article also include (employees of) third parties retained by the Supplier, before they start working on Eurofins' behalf.
- 4.2. The Supplier will confirm the employee's identity in accordance with the current statutory requirements and will keep a copy of the identity document presented by the employee in the personnel file.
 - The Supplier will ensure that the employee is in possession of the requisite permits and complies with the statutory requirements relating to courses taken and any services provided to Eurofins and will keep copies thereof in the personnel file.
 - The Supplier will verify the employee's educational qualifications by requiring the employee to submit diplomas and certificates relating to courses taken and will keep copies thereof in the personnel file.
 - The Supplier will have the employee sign a confidentiality agreement and will keep a copy thereof in the personnel file.
 - The Supplier will provide proper proof of identity for each employee working at a Eurofins location, stating the employee's identity and showing that the employee is working for or on behalf of the Supplier.
 - Eurofins will be entitled to verify all information and documents (or copies thereof) supplied by employee who is involved in providing services to Eurofins, and the Supplier will ensure that it has obtained all necessary consents and waivers to allow Eurofins to exercise this right.
- 4.3. In the interest of safeguarding the integrity of its operations, Eurofins will be entitled at all times to perform security checks and/or security investigations or have such checks and/or investigations performed.
- 4.4. The Supplier will notify Eurofins designated representative in advance, that an employee starts working for Eurofins account, stating the times when the employee will be working, and will ensure that Eurofins representative is in possession of a copy of the identity document referred to in 4.1.1 before the employee starts work. If the employee ceases to work for or on behalf of the Supplier while the project is in progress, the Supplier will immediately notify Eurofins representative thereof in writing.
- 4.5. The Supplier will immediately notify Eurofins in writing on any change in the employee's personnel circumstances, which the Supplier reasonably considers to present a security risk for Eurofins.
- 4.6. If the Supplier wishes to make use of the services of third parties in the performance of the contract, either by means of subcontract or by employment of temporary personnel, it will require Eurofins' prior written consent, which shall not unreasonably be withheld.
- 4.7. The Supplier will advise its employees of and require them to comply with the house rules as in force at any time at any of Eurofins locations at which such employees carry out duties in performance of the contract.
- 4.8. The Supplier undertakes to engage only persons whom it reasonably considers to be reliable in the performance of its obligations under a contract. In respect of each infringement of this article, the Supplier will be liable for immediate payment of a indemnity, which will not be eligible for set-off.

Article 5. "Headhunting"

- 5.1. The parties will not, without the other party's written consent, recruit or negotiate the recruitment of employees of the other party who have been directly involved in the creation or performance of a contract or otherwise have work carried out by such employees on their behalf, for a period of twelve months after the expiry, dissolution or termination of a contract.
- 5.2. The parties will impose contractual obligations consistent with the provisions of this article on third parties retained for the purposes of performance of a contract.
- 5.3. In respect of each infringement of this article, the Supplier will be liable for immediate payment of a indemnity of 4 months' salary of the relevant individual, which will not be eligible for set-off.

Article 6. Quality and warranty

General

- 6.1. The Supplier warrants that the expertise and capacity required for the performance of warranty work will be available during the applicable warranty period pursuant to these GTC. Unless otherwise agreed in relation to specific goods, all goods provided to Eurofins pursuant to any contract shall be deemed to be "Laboratory Materials" for the purposes of these GTC.
- 6.2. The Supplier will indemnify Eurofins against all claims by third parties, costs, damages and other liabilities suffered or incurred by Eurofins which result from any breach by the Supplier of (i) contracts entered into between Eurofins and the Supplier and/or (ii) any applicable statutory requirements.
- 6.3. The Supplier warrants that the goods delivered pursuant to any contract (including any Laboratory Materials) will continue to function in accordance with the published and/or agreed specifications and will continue to be fit for the purpose for which they are intended.
- 6.4. The Supplier will allow Eurofins to inspect its quality assurance system on request.

Materials and other goods

- 6.5. The Supplier undertakes to deliver materials, which are in accordance with the agreed specifications.
- 6.6. The Supplier warrants that the materials:
 - Are of good quality and manufacture;
 - Are made of suitable materials;
 - Are free of design, construction, material and assembly faults;
 - Can be used for the purpose which Eurofins has communicated to the Supplier orally or in writing;
 - Comply, as at the time of delivery, with the applicable statutory and/or regulations including but not limited to those concerning the environment and health and safety at work.
- 6.7. The Supplier will ensure, in so far as it lies within its power, that Eurofins obtains in time any licenses, which may be required for the use of materials. The Supplier is obliged to notify Eurofins of any licenses for which Eurofins itself must apply. If the Supplier fails to notify Eurofins of requirements regarding licenses or fails to do so in time, Eurofins will be entitled to cancel the relevant order without liability.
- 6.8. The warranty period in respect to materials will be at least 12 months from the date of transfer of title. The Supplier warrants that it will rectify without delay any defects discovered or faults occurring during the warranty period at its expense, including but not limited to the cost of materials, labour and relocation. If the Supplier is able to demonstrate that a defect or fault is predominantly attributable to Eurofins, it may charge the cost of repair to Eurofins at the rates agreed in the relevant contract.
- 6.9. The Supplier warrants the continued availability to Eurofins of materials, components and spare parts thereof at normal market prices for ten years after the last delivery.
- 6.10. If it is discovered at the time of delivery of goods (including any materials) or performance of work or thereafter that all or part of such goods delivered or work performed is/are not in accordance with the agreed specifications and functional requirements, all or part of the delivery may be returned at the Supplier's expense, in which case Eurofins will be credited for all amounts already paid, or all or part of the work will be re-executed, at Eurofins discretion.
- 6.11. The Supplier warrants that all materials with CE approval requirements will comply with such requirements, in evidence of which the materials will bear the CE approval mark. In the case of instruments, equipment and processes involving the use of chemicals in the form of raw materials and/or consumables, the Supplier will provide Eurofins with the "Data Safety"-sheets at the time of delivery.
- 6.12. The Supplier warrants that it is willing and able to maintain the materials which it supplies for at least ten years from the date of delivery or, if this has been specifically agreed, from the date of acceptance.

- 6.13. In the event of any goods being inoperable during the warranty period for 48 hours or more the warranty period shall be extended for the duration of the inoperability of the goods.
- 6.14. During the warranty period for any goods reported as out of order, the Supplier will ensure that a technician will be on site (at the relevant Eurofins location) within a maximum of 48 hours. The supplier will provide replacement goods to Eurofins for all goods not repaired in excess of 1 week.

Services

- 6.15. The Supplier warrants that:
- The services to be provided by or on behalf of the Supplier will be provided in a competent manner with a high level of care and skill;
 - On completion, the output of the service(s) provided by or on behalf of the Supplier shall comply with the applicable requirements and specifications;
 - Its personnel and third parties which it retains comply with the agreed qualification requirements relating to training, expertise and experience and will continue to do so for the duration of the contract;
 - The output of the service(s) can be used for the purpose specified by Eurofins in writing to the Supplier and will be fit for such purposes. If Eurofins has an order for contracts on a time and materials basis and has grounds for considering an employee of the Supplier or a third party retained by the Supplier who is engaged on such a project to be unsuitable, Eurofins will consult with the Supplier. At Eurofins' request, the Supplier will replace such person as soon as possible. The costs relating to the replacement's learning curve, up to a maximum of 15 working days, will be borne by the Supplier.
- 6.16. Service expectations for laboratory equipments: Installation time for new equipment will take less than three days. Suppliers will ensure 48h00 maximum delivery time for spare parts and 48h00 maximum time for a technician to be on site as soon as the equipment is out of order. The Supplier will provide exchange devices to Eurofins for all equipment(s) un-repaired in excess of 1 week. Alternative customers having service contracts will not be prioritised over Eurofins.

No performance will be covered by Eurofins without a previous agreement, duly accepted and signed by a competent representative of Eurofins. This acceptance can take the form of:

- a purchase order signed by Eurofins;
- a quotation accepted in writing by Eurofins;
- a contract signed by a representative of Eurofins.

The proposal or quotation of the Supplier must detail the performance to be provided and the corresponding costs. The Supplier will offer its services in function of the demand of Eurofins under the form of either a non-revisable all-inclusive price or of a maximum number of hours or units at a non-revisable hourly rate or unit rate. Except in the case of a written demand from Eurofins for a modification of the work to be performed followed by an additional approved quotation, Eurofins will not be obliged to pay the Supplier for any amounts in excess of the accepted quotation. To be covered by Eurofins, any amounts in excess of an accepted quotation will have to be approved in advance by an authorized representative of Eurofins.

- 6.17. In addition, Eurofins will not be obliged to pay for defective performance, non-conformity of goods or output of services or for any delayed work where a required deadline is specified and missed. All supplementary work that has not been agreed in the original scope is subject to Eurofins' prior approval and must be subject to an endorsement. This endorsement will be subject to the same terms and conditions as the original acceptance and must be signed for approval by an authorized representative of Eurofins before coming into effect. It is the Supplier's responsibility to inform Eurofins as soon as it believes that there is a possibility that further work, which is not covered by the basic contract, will be required. Since it is the Supplier's responsibility to scope the project from the outset, the Supplier agrees a cap on the value of any such further work of a maximum of €2,000.

Article 7. Environment

- 7.1. The Supplier will immediately rectify any damage due to independent environmental pollution caused directly or indirectly by performance of any contract. In that event, the Supplier will fully indemnify Eurofins, subject to the maximum stated in article 16.1. The Supplier will fully indemnify Eurofins against any third-party claims, which may arise there from.
- 7.2. The Supplier will comply strictly with all environmental protection, health and safety at work legislation.
- 7.3. The Supplier will collect any environmentally harmful packaging materials and/or hazardous waste free of charge and transfer them in a proper and verifiable manner to an accredited processor in accordance with the applicable environmental legislation.
- 7.4. If requested by Eurofins, the Supplier will take back products, which are surplus to requirements and have them disposed of in an environmentally acceptable and verifiable manner. The costs involved will be borne by the Supplier.

Article 8. Time of performance

- 8.1. The Supplier will perform the contract on the agreed date or within the (delivery) period(s) stated in the contract.
- 8.2. The Supplier will notify Eurofins immediately in writing if it is unable or expects to be unable to perform the contract on time.
- 8.3. If the contract is not performed or is not performed on time, the Supplier will be held in default and Eurofins will be entitled to dissolve the relevant contract in accordance with article 15.1 by serving written notice of default on the Supplier and having the contract performed by third party at the Supplier's expense (without prejudice to any other rights or remedies that it may have). The Supplier will be liable in that case to reimburse Eurofins for the additional costs incurred. Eurofins will use its reasonable endeavours to minimize such additional costs.

Article 9. Transfer of risk

- 9.1. Goods will be for Eurofins' account and risk as from the time of completion of installation by the Supplier.
- 9.2. Goods that are not accepted by Eurofins and are returned will be for the Supplier's account and risk. The costs of returning goods will be borne by the Supplier.
- 9.3. In the event of goods being damaged or lost, even where such damage or loss is for Eurofins' account and risk, the Supplier will, if requested by Eurofins, use its best endeavours to replace the goods with equivalent items as a matter of priority.

Article 10. Transfer of title

- 10.1. Title will pass from the Supplier to Eurofins, in respect of goods, at the time of completion of installation by the Supplier and after written acceptance from Eurofins.
- 10.2. Title to samples, trial shipments and specimen materials will pass to Eurofins at the time of receipt by Eurofins, unless otherwise agreed in writing.

Article 11. Intellectual property rights

Software

- 11.1. Standard software: Intellectual property rights will not pass from the Supplier to Eurofins under any contract vesting the right to use standard software in Eurofins. Standard software means software which the Supplier makes generally available, unaltered, to clients. If software is purchased subject to limited rights of use, Eurofins will also have the right to use the software for testing, development and fallback purposes unless expressly agreed otherwise.
- 11.2. Modifications to standard software: If the Supplier modifies its standard software at Eurofins request and on the basis of Eurofins' specifications, the Supplier will retain title of those modifications and a perpetual right of use of those modifications will be vested in Eurofins.
- 11.3. If modifications are such that the product of the modifications is able to function independently, i.e. without the Supplier's standard

software, whether within Eurofins infrastructure or otherwise, full (intellectual) property rights in such modifications will be transferred to Eurofins and the parties will complete any further acts or execute any further documents which Eurofins may require to give effect to such transfer.

- 11.4. Custom software: If a Supplier develops and/or constructs specific software on behalf of Eurofins and based on Eurofins specifications, the Supplier transfers all intellectual property rights and title in such specific software to Eurofins from the time of inception of such rights in so far as is legally possible. The Supplier will fully co-operate with Eurofins in relation to any further acts or execution of documents, which Eurofins may require to give effect to such transfer.

Laboratory Materials and other goods

- 11.5. Standard Laboratory Materials / standard goods: No intellectual property rights will pass to Eurofins by virtue of a contract of sale or any form of agreement relating to rights of use.
- 11.6. Modifications to standard Laboratory Materials / standard goods: If the Supplier modifies its standard Laboratory Materials / standard goods at Eurofins' request and on the basis of Eurofins' specifications, the Supplier will retain title to those modifications and a perpetual right of use of those modifications will be vested in Eurofins. If modifications are such that the product of the modifications is able to function independently, whether within Eurofins infrastructure or otherwise, full (intellectual) property rights in such modifications will be transferred to Eurofins and the parties will complete any further acts or execute any further documents which Eurofins may require to give effect to such transfer.
- 11.7. Custom Laboratory Materials / goods: If a Supplier develops and/or constructs specific Laboratory Materials / goods on behalf of Eurofins and based on Eurofins specifications, the Supplier transfers all intellectual property rights and title in such specific Laboratory Materials / goods to Eurofins from the time of inception of such rights in so far as is legally possible. The Supplier will fully co-operate with Eurofins in relation to any further act or execution of documents, which Eurofins may require to give effect to such transfer.

Article 12. Prices

- 12.1. Prices and rates are fixed. Prices represent full consideration for performance of the contract, storage, packaging, importation, transport, delivery, administration and dispatch costs, call-out and connection charges and all other associated costs. Prices will be quoted in all cases in the agreed currency, excluding turnover tax (VAT).
- 12.2. Where it is agreed that prices and/or rates can be varied, increases will be applied only once a year, with effect from January 1st, in consultation between the parties. The Supplier will notify Eurofins in writing of any proposed price increase not later than September 30th of any year. If the Supplier fails to provide this written notification, the existing terms and conditions will remain in force and the Supplier will continue to supply in accordance with the existing terms and conditions.
- 12.3. Price reductions taking effect before the date of delivery will be immediately applicable.
- 12.4. The cost of quotations, samples, trial shipments and specimen materials will be borne by the Supplier unless otherwise agreed in writing.
- 12.5. If it comes to Eurofins' attention at any time during the life of a contract that a lower price is being charged by the Supplier or by any company related / associated to the Supplier worldwide to any Eurofins company or associated company for a virtually identical product or virtually identical service under virtually identical circumstances, the lowest price will thenceforth also apply to the whole Eurofins Group.
- 12.6. The Supplier is at all times responsible for its own credit management and its relationship with its own suppliers, banks and other lending institutions. Eurofins shall have no liability in this regard, whether arising as a result of Eurofins' failure to make payment under the GTC, Eurofins' enforcement of its rights under paragraph 12.5 of these GTC or in any way otherwise.

Article 13. Prompt-payment discount

- 13.1. Unless expressly agreed otherwise by the parties, payments made within ten working days of receipt of a correct and undisputed invoice by Eurofins will qualify for a prompt-payment discount of 3% on the gross invoice amount

Article 14. Invoicing and payment

- 14.1. Invoices in single copy will be sent by the Supplier to the invoice address notified by Eurofins, stating both Eurofins and the Supplier's VAT registration number and the contract or purchase order number. Invoicing will take place after performance of the contract or, if so agreed, on reaching an agreed milestone.
- 14.2. Eurofins will pay invoices 45 days end of the month after receipt of the invoice. Eurofins' records will serve as proof thereof, subject to evidence to the contrary adduced by the Supplier.
- 14.3. Invoices will not become due and payable until the contract has been performed or the agreed milestones have been reached.
- 14.4. If Eurofins makes payments to the Supplier before the contract has been performed, the Supplier will furnish adequate security, such as bank guarantee, if requested by Eurofins.
- 14.5. In the event of Eurofins exceeding a due date or withholding payments on grounds of alleged inaccuracy in the content of the invoice or unsatisfactory performance of the work invoiced, the Supplier will be entitled, solely through intervention of the court, to suspend or terminate performance of the contract. Eurofins will notify the Supplier of any alleged inaccuracy or unsatisfactory work.
- 14.6. If Eurofins wrongly withholds or delays payment, the Supplier will, after having served due notice of default, be entitled to interest in respect of late payment at not more than the current statutory interest rate, as from the payment due date.

Article 15. Termination on grounds of imputable failure of performance

- 15.1. Either Eurofins or the Supplier may terminate a contract by giving written notice to the other party, if the obligations under the contract in question are not being fulfilled or are not being fulfilled adequately. Termination on these grounds will take effect if the defaulting party fails to remedy the failure within thirty days of receipt of a notice, although termination may have immediate effect where a failure is incapable of remedy. For these purposes a failure shall be considered capable of remedy if the party who has failed to fulfil its obligations or who has not fulfilled such obligations adequately can comply with the obligation in question in all respects other than as to the time of performance.
- 15.2. All or part of the contract may be terminated with immediate effect by means of written notice served on the affected party, if one or more of the following situations arises or appears likely to arise in relation to that party:
- The other party is declared insolvent;
 - The other party's business is wound up or discontinued or a similar or analogous event occurs in relation to that party in any jurisdiction other than as part of any solvent amalgamation or reconstruction;
 - The other party applies for or obtains a provisional suspension of payment of debts;
 - The other party relinquishes control of its assets or parts thereof due to attachment, receivership or otherwise and has not regained control thereof within four weeks;
 - The other party has justifiably invoked force majeure and the period of force majeure exceeds or can reasonably be expected to exceed thirty days;
 - The other party has incurred more than two indemnities pursuant to article 2, 4 or 5;
 - It is reasonable to expect that the other party will not be able or will no longer be able to fulfil its obligations due to other causes.
- 15.3. Eurofins will be entitled to dissolve any contract with immediate effect by serving written notice on the Supplier if the Supplier has influenced or attempted to influence the award of a contract by offering or providing a personal inducement to one or more of Eurofins employees or to any person in any other form of

relationship with Eurofins who has been involved in the award of a contract, or if the Supplier acts in the manner described above in the performance of any contract with Eurofins. In respect of each infringement of this article, the Supplier will be liable for immediate payment of an indemnity, which will not be eligible for set-off.

15.4. In the event of imputable failure of performance by the Supplier, Eurofins may at its option also:

- Demand compensation;
- Collect all amounts plus collection costs;
- Demand performance;
- Exercise all other rights assigned by law.

Article 16. Liability

16.1. In the event of imputable failure of performance or commission of an unlawful act by the Supplier and/or breach of any contract, the Supplier will indemnify Eurofins for actually sustained and demonstrable loss arising directly there from up to a maximum of € 1.000.000, - per event, a consecutive series of events arising from the same circumstances being counted as a single event. This does not exclude or limit any liability of either party for death or personal injury, for fraud or for any other liability, which cannot be legally limited or excluded.

16.2. If it has been agreed that the Supplier will be liable for an indemnity for failing to fulfil its obligations on time, Eurofins will still be entitled at all times to demand performance and/or claim compensation if the delay is due to imputable failure on the Supplier's part. The rights and remedies of each party under each contract are, except where expressly stated, cumulative.

16.3. The Supplier will be liable for any damage to or loss of goods provided by Eurofins, including fire and theft, unless the goods are under Eurofins de facto control.

16.4. If one party provides goods to the other, the party providing the goods will indemnify the party receiving them against all third-party claims for infringement of any property rights (material, intellectual, or industrial) and against any other loss sustained by any third party. The party against which such a claim is made will notify the other party immediately in writing of the amount of the claim. This indemnity will also cover all expenses incurred by the party against which a claim is made in defending itself against it.

16.5. If it is established by the courts or otherwise that the supply of goods or services under a contract by one party to the other infringes any third party's intellectual property rights, the party causing the infringement will, at its expense and at its discretion, either:

- Secure for the other party the right to continue using the goods or services provided;
- Replace the goods or services with other goods or services which do not entail any infringement;
- Modify the goods or services such that they entail no infringement.

If none of these alternatives is acceptable for Eurofins, it may decide to terminate the contract. In that event, the Supplier will credit Eurofins with following amounts:

- Goods: the purchase price less depreciation charged on a straight-line basis over four years;
- Standard software: Licenses and support & maintenance fees paid;
- Custom software: the price paid.

16.6. Replacement and/or modification of the goods or services will not restrict Eurofins freedom to use the goods or services.

16.7. The Supplier will at all times retain responsibility and liability for the fulfilment of its obligations under a contract, including the obligations on the Supplier under the tax and social insurance legislation. The Supplier will, on request, submit certificates to Eurofins within thirty days as evidence that the Supplier has paid on time all amounts due in regard to turnover tax, wage tax, social insurance contributions and employee insurance premiums in

respect of all employees engaged in the execution of an order. These certificates will be drawn up by the relevant tax office and industrial insurance board and will be authenticated as originals. At Eurofins' request the Supplier will also submit, within sixty days of the end of each quarter, a certificate drawn up and signed by a chartered accountant confirming that its obligations under or pursuant to the tax and social insurance legislation have been fulfilled. The cost of these certificates will be borne by the Supplier.

16.8. If the Supplier fails to submit the certificates referred to in the preceding paragraph within sixty days of a request to that effect, Eurofins will be entitled to suspend all payments to the Supplier under any contract. In that event Eurofins will not be liable to the Supplier for interest on late payment. If the Supplier does not submit the certificates within ninety days, Eurofins will be entitled to dissolve all current contracts without judicial intervention, by means of a registered letter.

16.9. The Supplier takes out adequate professional and business liability insurance, which is operative before any contract with Eurofins takes effect.

Article 17. Forfeiture of rights

17.1. The fact that Eurofins does not exercise a right or have recourse to a legal remedy will not be construed as forfeiture of such right or remedy unless Eurofins waives such right or remedy in writing. No single waiver shall be deemed a continuous waiver.

Article 18. Applicable law and disputes

18.1. Danish law will govern all contracts entered into by Eurofins. Disputes between the parties will be adjudicated exclusively at the Maritime and Commercial Court in Copenhagen, Denmark, in Danish Language.

18.2. Claims by the parties arising out of the legal relationship between them will lapse if they are not lodged within twenty-four months of the event-giving rise to such claims.