

General Terms and Conditions of Delivery Goffin Molecular Technologies B.V.

Article 1. Definitions

1. Goffin: the private limited liability company Goffin Molecular Technologies B.V. (Chamber of Commerce no. 20128601).
2. The Customer: the (prospective) contracting party of Goffin.
3. Agreement: the agreement concluded between Goffin and the Customer.
4. Terms and Conditions: these terms and conditions.

Article 2. Formation of the Agreement

1. An Agreement is concluded when:
 - a. The Customer has tacitly accepted a quotation from Goffin or;
 - b. The Customer has accepted a quotation from Goffin in writing (or by email) or;
 - c. (after a request by the Customer) by sending a confirmation of the Agreement by Goffin to the Customer.
2. The Agreement is concluded in accordance with the quotation (in the case of Article 2.1.a, unless the Customer has notified Goffin of its objections in writing within 48 (forty-eight) hours of receiving the quotation or (if earlier) within 12 (twelve) hours after the commencement of the performance of the Agreement) or in accordance with the confirmation of the Agreement (unless the Customer has notified Goffin of its objections in writing within 7 (seven) days of the date of dispatch of the confirmation).
3. Goffin always has the right to revoke a quotation accepted by the Customer within two working days of receiving the acceptance thereof.
4. Amendments to/additions to the Agreement may only be agreed in writing. Goffin reserves the right to unilaterally amend these Terms and Conditions.
5. If provisions in a quotation or confirmation of the Agreement conflict with provisions in the Terms and Conditions, the former provisions shall prevail.
6. The Customer cannot derive any rights from information contained in brochures, advertising materials, or on the Goffin website.
7. If any provision of the Terms and Conditions is invalid for any reason, the remaining provisions shall remain in force and the parties shall negotiate the content of a new provision, which shall approximate the meaning of the original provision as closely as possible.

Article 3. Obligations of Goffin

1. Unless specific standards or regulations have been agreed, Goffin will deliver in accordance with what the Customer may reasonably expect.
2. The goods offered by Goffin may differ slightly from any samples, models, or images made available or provided by Goffin to the Customer.
3. Goffin offers the Customer no guarantees regarding the quality or (special) properties of the goods unless this is expressly agreed in writing. The Customer can only invoke such guarantees if it has fulfilled all its (payment) obligations towards Goffin.
4. Deadlines applicable to Goffin are not strict, unless the parties have expressly agreed otherwise in writing in the Agreement. An agreed deadline applicable to Goffin shall only commence after the Agreement has been concluded and Goffin is in possession of all information necessary for the performance of the Agreement. An agreed deadline applicable to Goffin will be extended by at least the number of days that have elapsed between the moment the Agreement was concluded and the moment Goffin came into possession of all the information necessary for the performance of the Agreement.

Article 4. Obligations of the Customer

1. The Customer is obliged to share all information necessary for the performance of the Agreement with Goffin at Goffin's first request and on its own initiative.
2. Unless otherwise agreed, prices are exclusive of VAT, transport, and/or assembly.
3. Price increases resulting from additions and/or changes to the Agreement and/or the specifications of the goods to be delivered, made at the verbal or written request of the Customer, shall be borne in full by the Customer.
4. All costs resulting from circumstances that Goffin could not reasonably have taken into account when entering into the Agreement shall be borne by the Customer.
5. All payments by the Customer to Goffin must be made to a bank account number designated by Goffin, without set-off, in euros and no later than thirty (30) days after the invoice date. This concerns a 'term for payment' within the meaning of Article 6:83(a) of the Dutch Civil Code.

6. If indicated by Goffin, the Customer is entitled and obliged to pay (also) in a manner other than in cash, for example – but not limited to – by transfer of goods (payment in kind).
7. In the event of late payment, the Customer shall be in default by operation of law, with at least the following consequences:
 - a. The Customer may be charged interest of 1.5% per month on the outstanding invoice(s);
 - b. The Customer may be charged extrajudicial collection costs of 15% of the outstanding invoice(s), with a minimum of €250;
 - c. If Goffin takes legal action against the Customer in relation to its payment obligations, the Customer will also be charged, in addition to the above paragraphs, the actual costs incurred by Goffin in this regard (such as lawyer's fees, bailiff's fees, court fees, etc.).
8. Payments made by the Customer will always first be used to reduce all costs and interest owed and then to reduce the longest outstanding invoices, even if the Customer states that the payment relates to a later invoice(s).

Article 5. Quality and complaints

1. The Customer must check the delivery immediately upon delivery (in any case within seven (7) days of receipt) for quantities, quality, visible damage, properties, or defects and report this to Goffin in writing or by email, stating the order and/or invoice number and sending (a copy of) the bill of lading. Failure to do so will result in the goods being deemed to comply with the Agreement.
2. The Customer may no longer invoke defects other than those referred to in the previous paragraph if it has not submitted a written complaint to Goffin within seven (7) days of discovering the defect or reasonably should have discovered it.
3. If the Customer processes the goods in whole or in part or has them processed, the Customer is deemed to have approved the goods. In that case, Goffin's liability shall lapse.

Article 6. Delivery

1. Unless otherwise agreed in writing, the delivery of goods shall take place by delivery to the Customer's address.
2. The risk for the goods shall pass to the Customer at the moment that the goods leave Goffin (or, in the case of direct delivery, its supplier) to be delivered to the Customer, or (in the case of delivery ex works Goffin) at the moment that the Customer's obligation to take delivery commences.
3. Goffin may deliver the goods in partial batches (partial deliveries).
4. The Customer is obliged to take delivery of the goods.
5. In the event of delivery from Goffin's premises, the obligation to take delivery commences at the moment Goffin notifies the Customer that the goods are ready for collection, after which the Customer must collect the goods within a period of seven (7) days at the latest.
6. In the event of delivery by means of delivery to the Customer's address, the goods must be accepted at the moment that the goods are offered by Goffin at that address. If no delivery address has been explicitly agreed in writing, Goffin may deliver the goods to the Customer's address known to Goffin or as stated in the trade register.
7. If the Customer fails to take delivery of the goods or fails to do so on time, the Customer will be in default without further notice of default being required. In that case, Goffin will be entitled to store the goods at the Customer's expense and risk or to sell them to a third party at any price that Goffin deems reasonable under the circumstances. The Customer shall remain liable for the full purchase price and delivery costs, without prejudice to the provisions elsewhere in the Terms and Conditions. If Goffin sells the goods to a third party, Goffin may decide to reduce the amount owed by the Customer by the net proceeds of the sale to that third party.

Article 7. Retention of title

1. Delivery takes place under extensive retention of title. All goods delivered by Goffin remain the property of Goffin until the Customer has fulfilled all its payment obligations under all agreements concluded between the parties (including obligations to pay interest or (collection) costs) or on other grounds towards Goffin. As long as the Customer has not fulfilled its payment obligations, the Customer undertakes towards Goffin to treat the delivered goods with due care, to keep them insured and not to pledge, process, transfer or hand them over to third parties. In the event of failure to comply with this obligation, the entire purchase price involved in the Agreement shall become immediately due and payable.
2. If the Customer fails to fulfill its obligations towards Goffin, Goffin shall be entitled to immediately take back the goods whose ownership is reserved. To the extent necessary, the Customer shall grant Goffin immediate access, at its first request, to buildings and/or sites owned or managed by the Customer, so that Goffin can reclaim its property.
3. Payments made by the Customer shall first and foremost be allocated to Goffin's claims to which no retention of title applies.

Article 8. Force majeure

1. If Goffin is unable to fulfill its obligations to the Customer due to a non-attributable shortcoming, this constitutes a force majeure situation. In addition to what is understood in this regard in law and case law, a force majeure situation includes all external causes, foreseen and unforeseen, over which Goffin has no influence, as a result of which the fulfillment of its obligations towards the Customer is wholly or partially prevented or as a result of which the fulfillment of its obligations cannot reasonably be expected of Goffin, regardless of whether that circumstance was foreseeable at the time of concluding the Agreement. These circumstances include: strikes, lockouts, fire, machine breakdown, stagnation or other problems in production by Goffin's suppliers and/or measures taken by any government authority (such as recalls), as well as the absence of any permit to be obtained from the government.
2. In the event of force majeure:
 - a. the Customer is not entitled to terminate the Agreement and;
 - b. the fulfillment of Goffin's obligations will be suspended for the duration of the force majeure situation and;
 - c. the Customer shall not be entitled to any compensation (for damages), even if Goffin should derive any benefit from the force majeure.
3. If any force majeure situation has lasted for one (1) month, Goffin shall be entitled to terminate the Agreement in whole or in part in writing.

Article 9. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, Goffin retains the copyrights, patent rights, and all other industrial and/or intellectual property rights to the items it sells, offers made, designs provided, images, drawings, (prototype) models, recipes, software, etc.
2. Unless explicitly agreed otherwise in writing, the rights to the data referred to in this article remain the property of Goffin, regardless of whether the Customer has been charged for their production.
3. All information, whether verbal or written, provided by Goffin to the Customer remains the property of Goffin and may only be used by the Customer for the purpose for which it was provided.
4. The Customer shall not disclose Goffin's information to third parties in any way whatsoever, except insofar as this is reasonably necessary in connection with the proper performance of the Agreement and then only after and insofar as a confidentiality obligation has been agreed.

Article 10. Liability of the Customer

1. The Customer is responsible for the information provided by or on its behalf, such as prescribed constructions, materials, and working methods or orders, directions, and instructions given.
2. The Customer is liable for all damage resulting from errors in the information provided by it as referred to above or defects in goods, building materials, materials, or tools made available by it or prescribed by it.
3. The Customer indemnifies Goffin against claims from third parties in respect of damage as referred to above.
4. The consequences of compliance (by Goffin or third parties) with legal regulations or government decisions shall be borne by the Customer, regardless of whether the cause/necessity of such compliance is attributable to the Customer, Goffin, or a third party. Goffin shall not be liable to the Customer for any damage resulting from the aforementioned compliance, and the Customer shall be obliged, at Goffin's first request, to cooperate with the aforementioned compliance and to compensate Goffin for all damage and costs incurred by Goffin as a result of the aforementioned compliance.
5. The Customer is liable for damage resulting from work carried out or deliveries made by it or by third parties on its behalf.

Article 11. Liability of Goffin

1. The cumulative liability (or cumulative liabilities), based on any legal grounds whatsoever, cannot result in Goffin having to pay the Customer a sum of money that exceeds the invoice amount actually paid by the Customer to Goffin for the month in question in which Goffin is held liable, excluding shipping costs, but is in any case limited to the amount for which Goffin is insured and which its insurance actually pays out. Goffin's total liability is limited to this amount.
2. Goffin is not liable for any indirect damage suffered by the Customer or a third party in connection with (the performance of) an Agreement, an item or service delivered by Goffin, including consequential damage, immaterial damage, business damage, or environmental damage.
3. The exclusion of liability in this article does not apply if damage is caused by intent or gross negligence on the part of Goffin or its managerial staff.
4. Unless the damage was caused by intent or gross negligence on the part of Goffin or its management personnel, the Customer shall indemnify Goffin against all claims from third parties directly or indirectly related to (the use of) the goods, and the Customer shall reimburse Goffin for all damage, including legal and other advisory costs, that Goffin incurs as a result of such claims.

5. The Customer may only invoke the obligations arising from this article if it has fulfilled all its obligations towards Goffin.
6. Any right of claim by the Customer against Goffin on any grounds whatsoever shall lapse at the latest one year after delivery of the goods sold to the Customer or performance of the Agreement.

Article 12. Suspension, set-off, and termination

1. The Customer is not entitled to suspend or set off its obligations.
2. In the following cases, the Customer shall be in default by operation of law and Goffin shall be entitled to terminate the Agreement in whole or in part extrajudicially, without any notice of default or judicial intervention being required:
 - a. if the Customer files for bankruptcy or (provisional) suspension of payments, or is declared bankrupt, is granted (provisional) suspension of payments, or is placed under administration, management, or guardianship pursuant to a statutory provision;
 - b. if the Customer transfers, liquidates, or ceases all or part of its business or activities;
 - c. if a prejudgment attachment or executory attachment is imposed on the Customer;
 - d. if Goffin has good reason to fear that the Customer will fail to fulfill its obligations.
3. In the event of termination by Goffin on the basis of the previous paragraph, the Customer shall owe Goffin a penalty of 40% of the purchase price (including shipping costs) by operation of law, without prejudice to Goffin's right to claim damages. Article 6:92 of the Dutch Civil Code does not apply.
4. Goffin is at all times entitled to require the Customer to provide security and/or advance payment for the Customer's fulfillment of its obligations under the Agreement. The Customer shall comply with this at the first request. If the Customer does not provide any or sufficient security and/or does not make any advance payment, Goffin is entitled to terminate the Agreement. In that case, the Customer shall be liable for all damage suffered by Goffin.

Article 13. Applicable law and disputes

1. The Agreement is governed exclusively by Dutch law.
2. The court of Zeeland-West-Brabant, location Breda, shall have exclusive jurisdiction to settle any disputes arising from the Agreement, unless Goffin opts for the court with relative jurisdiction.