



VIB Nucleomics Core General Terms and Conditions

Article 1 – Area of application

These General Terms and Conditions are applicable to all of VIB's services. Every Purchaser who accepts a VIB offer or who gives VIB an order in any way whatsoever will be held to have accepted these General Terms and Conditions prior to accepting the offer or giving the order, as applicable. These General Terms and Conditions shall prevail over any general purchase conditions that may apply with Purchaser's organization. For the purpose of this General Terms and Conditions "Purchaser" shall mean the legal entity that is legally responsible for the fulfillment of the General Terms and Conditions in function of orders received by VIB from laboratories being part of said legal entity.

Article 2 – Orders

Orders will only be acted upon if confirmed by a written order form. As written orders are accepted i) written and signed orders and/or offers signed for approval mailed by post to:
VIB Nucleomics Core,
Onderwijs en Navorsing 4,
Herestraat 49, Post Box 816, Room nr. 404-24 / 08.428
B-3000 Leuven
Belgium
F.A.O.: Stefaan Derveaux
and ii) written and signed orders and/or offers signed for approval transmitted by fax to the number +32 (0)16 373129.

Article 3 – Price

Our prices are quoted in Euros and are exclusive of VAT. Prices may be subject to change from time to time.

Article 4 – Shipment and Delivery

In order to ship the samples to be analyzed by VIB, Purchaser shall appropriately pack and label the samples. Shipment of the samples shall be at charge of customer. To the extent permitted by law, VIB shall not be liable for loss or damage of the samples during shipment, storage or use while performing the services.
VIB will use reasonable efforts to deliver results within the period of time agreed upon with Purchaser. However, delivery times agreed upon are not binding and delays in delivery shall not give rise to cancellation of the order or damages claimed from VIB.

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www.nucleomics.be
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Article 5 – Sample and data storage

Upon completion of the analysis, samples and all sample related data will be stored for no longer than 3 months, unless agreed otherwise by both parties in writing. During 6 months storage period, remaining samples can be retrieved by the customer at his/her own expense. To the extent permitted by law, VIB shall not be liable for loss or damage of the samples during shipment.

Article 6 – Confidentiality

VIB will use all reasonable endeavors to keep in confidence any information and results, ensuing from an order by Purchaser.

Article 7 – Limited warranty

VIB shall use all reasonable efforts to provide high quality services to its customers. VIB makes no other warranties, promises, guarantees or representations of any nature, either express or implied, with respect to the services or the results of the services, including any warranty of merchantability, title, non-infringement or fitness for a particular purpose.

Article 8 – Limitation of liability

After delivery of the results to Purchaser, VIB cannot assume any other liability than that provided under Article 6. In no event will VIB's liability in contract, tort, negligence, breach of statutory duty or otherwise include any special, indirect, incidental, consequential or punitive losses or damages, even if VIB has been advised of the possibility of such damages.

Article 9 – Indemnification

Purchaser shall indemnify and hold harmless VIB and VIB's directors, officers, employees, researchers, students and other representatives from and against any demands, actions, claim loss, costs or damages (including attorney's and expert's fees and costs) arising out of Purchaser's use of results of the services.

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Article 10 – Payment

Except in the event particular payment schedules are indicated in the offer, Purchaser shall be invoiced for the services performed upon delivery of the results of the services. Invoices are payable within thirty calendar days of the invoice date. All invoices that have not been settled by the due date will, as of right and without formal notice of default, moreover be increased with interest for late payment of 1% per month and an extra compensation of EUR 125.

Purchaser is responsible for and agrees to pay all applicable local, municipal, state and notional taxes, fees and assessments that may attach to the purchase.

Article 11 – Force Majeure

VIB shall not have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond VIB's reasonable control, provided that VIB shall promptly notify Purchaser in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

Article 12 – Termination

VIB shall have the right to terminate the order without being liable for any damages, by notifying the Purchaser of VIB's intention by registered letter, in the event of non-performance by the customer of any of his contractual undertakings. Such termination shall not release Purchaser from his obligations accrued prior to the date of termination.

Article 13 – Governing Law and Jurisdiction

The purchase agreement existing as a result of transmitting the order to VIB is entered into and shall be construed and enforced in accordance with the laws of Belgium. Any disputes arising out of performance of this Purchase Agreement shall be settled in the court of Leuven.

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