

Terms and Conditions

v. 30 Oct 2018

Section 1 : Services

The Standard Service Agreement ("Service Agreement") set forth below govern the performance of services (the "Services") by IPC BioSupport and/or its Partners and Affiliates ("Provider") for the respective customer ("Customer").

1. General

Provider is performing custom or contract research services in the life sciences industry. This Service Agreement and any Project Proposal, quotation, schedule, attachment and exhibit agreed and executed by Provider and Customer shall govern the provision of all custom/contract research services included in a Project Proposal. Provider and Customer are hereby referred to each as a Party or collectively referred to as "Parties".

2. Service Agreement

Unless acknowledged and signed by Provider in writing, any additions or alterations by Customer shall not bind Provider. Provider's failure to object to any amendments, alterations, additions or proposals contained in any Project Proposal or other form or document from Customer shall not be construed as a waiver of the Service Agreement nor an acceptance of any such amendments, alterations, additions or proposals.

3. Scope of Work

A detailed scope of work in the form of a project proposal quotation ("Project Proposal") shall be provided to Customer and this Service Agreement shall be attached hereto as Schedule A. The Project Proposal shall specify the details of the work, the design, information desired, data and materials to be provided by Customer, required completion time and all other matters relating to the completion of the Project Proposal. The Project Proposal shall refer to this Service Agreement the Parties shall be deemed to assent to the terms of the Service Agreement by executing the Project Proposal.

4. Changes of Scope/Services

Changes to the Project Proposal or Services must be agreed upon and authorized by representatives of Provider and Customer in writing. If such changes result in an increase in the cost and labour of the Services or affect the projected date of completion of the Services (or portions thereof), the compensation for the Services and/or completion date(s) shall be adjusted to a degree commensurate with such changes agreed upon by Provider and Customer in writing. Cancellation of Services in progress will result in a partial charge commensurate with the percentage of work completed at the time of cancellation, in addition to any approved expenses beyond recall at the time of termination, which incurred prior to termination, and any other actual costs and charges incurred due to the early termination. Provider has the right to terminate the Service Agreement without any liability to Customer if no agreement could be reached regarding the changes and adjustment of compensation and costs by Provider and Customer in writing.

5. Compensation and Payments

Upon receipt of Deliverables, Customer will promptly review the Deliverables to determine whether they conform substantially to the specifications agreed by Provider and Customer in writing. Acceptance of Deliverables will occur on the earlier of the date: (a) on which Customer indicates in writing to Provider that the Deliverables are accepted; (b) on which ten (10) business days have

passed following submission of the Deliverables for acceptance if within that period Customer fails to indicate whether they are accepted.

The Customer shall pay Provider for the Services within thirty (30) days from the date of receipt of the invoice(s), or, if applicable, according to the compensation rate and payment schedule as set forth in Project Proposal. Invoices shall be sent to Customer electronically upon completion of the Services and delivery of the applicable Deliverable(s) to Customer, or, according to the Project Proposal. If Customer defaults in any payment when due, (a) interest of 1.5% will be accrued per month of the overdue payment as of the date when such payment is due, and (b) if such payment default is not rectified within thirty (30) days of receiving written notice of the alleged breach or failure, Provider may, at its option and without prejudice to its other lawful remedies, delay performance or defer delivery. All payments due hereunder shall be made in any currency as agreed by both parties.

6. Taxes and Other Charges

Unless Parties agree in writing, Customer will be responsible for any use tax, sales tax, excise tax, custom duty, inspection or testing fee, or any other taxes, fees, duties or charges imposed by any governmental authority, relating to or measured by the transaction, in addition to the prices quoted or invoiced in the Project Proposal, except for any taxes owed for Provider income which is solely Provider's obligation. If Provider is required to pay any such taxes (except for any taxes owed for Provider income), custom duties, fees or charges, Customer shall reimburse Provider thereof or provide Provider an exemption certificate or other document acceptable to the authority imposing the taxes, duties, fees, or charges at the time the order is placed.

7. Materials and Information

Customer will provide Provider with sufficient amount of its information and materials such as cells, compounds, samples, or other substances needed to complete the Services ("Customer Materials"), as well as comprehensive data or information concerning the stability, storage and safety requirements of such Customer Materials needed by Provider to complete the Services. Provider will use Customer Materials in accordance with the Service Agreement and only in the execution of Services for the benefit of the Customer.

Unless otherwise requested by the Customer, upon completion of the Services any remaining Customer Materials will be destroyed. Provider will not transfer or provide Customer Materials, in whole or in part, to any third party, other than a subcontractor, without the Customer's prior written approval. Customer warrants that it has the appropriate right or license to the Customer Materials for the purpose of this Service Agreement, and that Provider's use of such Customer Material for performance of the Service in accordance with this Service Agreement shall not infringe the proprietary rights, including but not limited to the patent or trade secret rights, of any third party.

8. Proprietary Rights

- 8.1. Customer will own all rights throughout the world to all inventions, discoveries, improvements, ideas, processes, formulations, products, computer programs, works of authorship, databases, trade secrets, know-how, information, data, documentation, reports, research, creations and all other products and/or materials arising from or made in the performance of Services (whether or not patentable or subject to copyright or trade secret protection) (collectively, with all associated intellectual property rights, the "Deliverables"). At Customer's costs, Provider will assign and does assign to Customer all right, title and interest in and to all Deliverables and will promptly disclose to Customer all Deliverables. For purposes of the copyright laws of the United States, Deliverables constitute "works made for hire," except to the extent such Deliverables cannot by law be "works made for hire".

Upon completion of the Services, Provider will archive materials, data and documentation obtained or generated by Provider in the course of preparing for and providing Services, including computerized records and files (collectively, the "Records") for a period of one (1) year. The Records will be disposed and destroyed one (1) year after the completion of Services.

8.2. Notwithstanding the foregoing, Provider will retain full ownership rights in and to all templates, programs, methodologies, processes, technologies and other materials developed or licensed by Provider and its Affiliates prior to or apart from performing its obligations under this Agreement and the modifications and improvements thereto (collectively, with all associated intellectual property rights, the "Provider Property"), regardless of whether such Provider Property is used in connection with Provider's performance of its obligations under this Agreement.

9. Confidentiality

9.1. Definition : "Confidential Information" means any and all non-public scientific, technical, financial or business information, or data in whatever form (written, oral or visual) that is (a) furnished or made available by one party (the "Discloser") to the other (the "Recipient") or developed by Provider in connection with Services; and (b) if Customer is the Discloser, such information (i) if in tangible form, is labelled in writing as proprietary or confidential; or (ii) if in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within fifteen (15) days after such disclosure. Confidential Information of Customer includes (x) Customer Materials, Deliverables and Records; (y) development and marketing plans, regulatory and business strategies, financial information, and forecasts of Customer; and (z) all information of third parties that Customer has an obligation to keep confidential.

9.2. Obligations : During the term of this Agreement and for a period of ten (10) years thereafter (and in the case of trade secrets, until such time as Discloser no longer treats such information as a trade secret), Recipient agrees to (a) hold in confidence all Discloser's Confidential Information, and not disclose Discloser's Confidential Information without the prior written consent of Discloser; (b) use Discloser's Confidential Information solely to carry out Recipient's rights or obligations under this Agreement; (c) treat Discloser's Confidential Information with the same degree of care Recipient uses to protect Recipient's own confidential information but in no event with less than a reasonable degree of care; and (d) reproduce Discloser's Confidential Information solely to the extent necessary to carry out Recipient's rights or obligations under this Agreement, with all such reproductions being considered Discloser's Confidential Information.

9.3. Permitted Disclosures : Recipient may provide Discloser's Confidential Information solely to its employees or contractors (but if Recipient is Provider, then solely to Provider Personnel on a need-to-know basis and solely as necessary to carry out Recipient's rights or obligations under this Agreement; provided, that Recipient remains liable for the compliance of such employees or contractors (or if Provider is Recipient, the compliance of such Provider Personnel) within the terms of this Agreement.

9.4. Exceptions : Recipient's obligations of non-disclosure and non-use under this Agreement will not apply to any portion of Discloser's Confidential Information that Recipient can demonstrate, by competent proof, is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient; is in

Recipient's possession at the time of disclosure other than as a result of Recipient's breach of any legal obligation; becomes known to Recipient on a non-confidential basis through disclosure by sources other than Discloser having the legal right to disclose such Confidential Information; or is independently developed by Recipient without reference to or reliance upon Discloser's Confidential Information.

If Recipient is required by a governmental authority or by order of a court of competent jurisdiction to disclose any Confidential Information, Recipient will give Discloser prompt written notice of such requirement or order and Recipient will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Recipient will cooperate reasonably with Discloser at Discloser's expense in any efforts to seek a protective order.

9.5. Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of the terms of this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party, and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or a Statement of Work or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

10. Breach and Remedy

Within one (1) month after delivery by Provider of the Deliverables hereunder, in the event that any Services do not meet the specifications or other performance criteria agreed to by Provider and Customer in writing, then Provider will, if Customer so elects, promptly re-perform such Services within the time limit as agreed by both parties. And the re-performance service costs shall be agreed by Provider and Customer in writing.

11. Limitation of Liability.

11.1. Disclaimer of Consequential Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, COLLATERAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OR FOR ANY LOST PROFITS OR LOSS OF OPPORTUNITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF THE OTHER PARTY IS NEGLIGENT. Any amounts payable to a third party pursuant to Section 12 shall be considered direct damages for purposes of this Section.

11.2. The foregoing limitations on liability shall not apply to any liabilities resulting from fraud, intentional misconduct, or gross negligence by either party or breach of applicable laws by either party.

12. Indemnification

12.1. Indemnification by Provider. Provider will indemnify, defend and hold harmless Customer, its Affiliates, and its and their respective officers, directors, employees and agents (collectively, the "Customer Indemnitees") against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (a) performance of Services (except to the extent such claims result from

Customer's breach of this Agreement or a Customer Indemnitee's negligence or wilful misconduct); (b) any Provider Indemnitee's negligence or wilful misconduct in performing obligations under this Agreement; or (c) Provider's breach of this Agreement.

12.2. Indemnification by Customer. Customer will indemnify, defend and hold harmless Provider, its Affiliates, and its and their respective officers, directors, employees and agents (collectively, the "Provider Indemnitees") against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (a) the use of the Deliverables by Customer or its Affiliates (except to the extent such claims result from Provider's breach of this Agreement or a Provider Indemnitee's negligence or wilful misconduct); (b) any use of the Customer Materials by Provider to perform the Services (c) any Customer Indemnitee's negligence or wilful misconduct in performing obligations under this Agreement; or (d) Customer's breach of this Agreement; or (e) Customer's breach of applicable laws and regulations.

12.3. Indemnification Procedures. Each party must notify the other party within thirty (30) days after receipt of any claims made for which the other party might be liable under this Section, as applicable. The indemnifying party will have the sole right to defend, negotiate, and settle such claims. The indemnified party will be entitled to participate in the defence of such matter and to employ counsel at its expense to assist in such defence; provided, however, that the indemnifying party will have final decision-making authority regarding all aspects of the defence of the claim. The indemnified party will provide the indemnifying party with such information and assistance as the indemnifying party may reasonably request, at the expense of the indemnifying party. Neither party will be responsible for or be bound by any settlement of any claim/suit made without its prior written consent; provided, however, that the indemnified party will not unreasonably withhold or delay such consent.

13. Compliance

Customer acknowledges and agrees that all Records and Deliverables resulting from this Agreement are subject to the export control laws and regulations. Customer agrees that all exports related to this agreement will be in compliance with these laws and regulations. Customer further agrees that this assurance shall remain in effect even after termination of this Agreement.

14. Termination

14.1. Upon completion of all the Services and obligations under the Project Proposal, the Project Proposal and the Service Agreement shall terminate, unless extended or amended in writing by the Parties.

14.2. Either Party may terminate the Project Proposal and Service Agreement in the event that the other Party breaches or fails to comply with any material provision of the Service Agreement and fails to remedy the breach or failure to the satisfaction of the non-breaching Party within fifteen (15) days of receiving written notice where the breach or failure is capable of being remedied. In the event of any termination except to the extent due to Provider's breach of this Agreement, Customer will pay Provider any monies due and owing Provider, up to the time of termination or expiration, for Services properly performed and all authorized expenses actually incurred.

15. Force Majeure

Except with respect to the obligation to make payment, neither Provider nor Customer shall be responsible for failure or delay in performance of its obligations related to the Services due to causes beyond its reasonable control, including but not limited to, acts of God, governmental actions, fire, labour difficulty, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, or natural disasters.

16. Additional Notes for Customer Services

Provider provides Customers with free consulting services including, but not limited to, design and digital assembly of sequence, choice of vector and cloning site, antigen sequence design, and help on choice of service packages. Customer shall acknowledge and agree that these additional services are provided free of charge and are provided for informational purposes only. Customer shall acknowledge that Provider does not warrant or represent the accuracy or applicability of suggestions provided by Provider customer service representatives as part of the free consulting services. Customer shall agree that it remains Customer's responsibility to evaluate such suggestions before adopting them. Finally, by placing an order with Provider, Customer will be deemed to have read, understood, and agreed to the above Service Agreement.

17. Assignment and Delegation

This Service Agreement and Services contemplated hereunder are personal to Provider and, except as permitted in writing by Customer, shall not be assigned, transferred or subcontracted by Provider. Any assignment, transfer or subcontracting of the Project Proposal and Service Agreement in violation of this Section shall be null and void. Customer may assign or transfer its rights and obligations, in whole or in part under the Project Proposal and Service Agreement upon written notice to Provider, provided that no such assignment or transfer shall relieve Customer of its obligations hereunder. This Service Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assignees.

18. Entire Agreement

The Project Proposal and Service Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and all prior understandings, representations and warranties between the Parties are superseded by the Project Proposal and this Service Agreement. In the event that both Parties have executed a separate Master Services Agreement (hereinafter referred to as "MSA") or other agreements governing the performance of the Services hereunder, then the separate MSA shall prevail.

19. Governing Law and Dispute Resolution

19.1. In the case a dispute arises in connection with this agreement, including its signature, validity, interpretation, performance, changes, termination and/or post-termination obligations, the PARTIES shall attempt to amicably settle the dispute.

19.2. Should they not succeed in this attempt, the dispute shall be submitted to the Court of Arnhem, the Netherlands.

20. Independent Contractor

Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is acting as an independent contractor, and neither Party shall have the authority to bind the other or the other's representatives in any way.

21. Waivers

Any delay in enforcing a party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party, as applicable.

22. Counterparts

The Project Proposal with this Service Agreement may be executed by facsimile, in PDF by email or other electronic means, and in counterparts, both of which shall be deemed an original and together shall constitute one instrument.

Section 2: Products

1. Acceptance of Terms

By purchasing and accepting delivery of products supplied by Provider (“Products”) you agree to be bound by these terms and conditions (the “Terms and Conditions”). Terms or conditions contained in any order form or other document submitted by you which are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect.

2. Changes

Once submitted, any change(s) to your order(s) may be made only with advance written approval of Provider and such changes may require different terms, including a change in the price and/or time of delivery. Once submitted, you may not cancel any order unless cancellation is expressly approved by Provider in writing.

Provider reserves the right to cancel any order, in whole or in part, upon your breach of these terms and conditions or your bankruptcy, insolvency, dissolution, receivership proceedings, or upon the occurrence of any event leading Provider to reasonably question your willingness or ability to perform.

3. Delivery, claims

All Products will be delivered Ex Works Provider's shipping point unless otherwise noted. If shipping and handling charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of Products to the carrier at Provider's shipping point shall constitute delivery to you and you shall bear all risk of loss or damage in transit, unless agreed otherwise. Immediately upon your receipt of any Products shipped hereunder, you shall inspect the same and shall notify Provider in writing of any claims for shortages, defects or damages and shall hold Products for Provider's written instructions concerning disposition. If you fail to so notify Provider within five days after the Products have been received by you, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the you.

4. Delays

Any specified delivery dates are estimates only and do not represent a promise by Provider to deliver Products at a date certain. Provider shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Provider's reasonable control, including, without limitation, unsuccessful reactions, act(s) of you, embargo or other governmental act, regulation or request affecting the conduct of Provider's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labour difficulties, lightning, flood, windstorm or other acts of God. If any such event continues for longer than 180 days, either party may terminate your order and you will pay Provider for work performed prior to termination and all reasonable expenses incurred by Provider as a result of termination.

5. Allocation of Products

If Provider is unable for any reason to supply the total demands for Products specified in your order, Provider may allocate its viable supply among any or all customers on such basis as Provider may deem fair and practical, without liability for any failure of performance which may result therefrom.

6. Payment and Interest

Unless otherwise stated, payment in full shall be made within 30 days of invoice. If Customer defaults in any payment when due, (a) interest of 1.5% will be accrued per month of the overdue payment as of the date when such payment is due, and (b) if such payment default is not rectified

within thirty (30) days of receiving written notice of the alleged breach or failure, Provider may, at its option and without prejudice to its other lawful remedies, delay performance or defer delivery. All payments due hereunder shall be made in any currency as agreed by both parties.

7. Taxes and other charges

Unless Parties agree in writing, Customer will be responsible for any use tax, sales tax, excise tax, custom duty, inspection or testing fee, or any other taxes, fees, duties or charges imposed by any governmental authority, relating to or measured by the transaction, in addition to the prices quoted or invoiced in the Project Proposal, except for any taxes owed for Provider income which is solely Provider's obligation. If Provider is required to pay any such taxes (except for any taxes owed for Provider income), custom duties, fees or charges, Customer shall reimburse Provider thereof or provide Provider an exemption certificate or other document acceptable to the authority imposing the taxes, duties, fees, or charges at the time the order is placed.

8. Pricing

Any quotation provided by Provider is firm only if you place a corresponding order within the time specified on the quote or, if no time period is mentioned, within 30 days.

9. Warranties

Provider warrants that its products shall, at the time of delivery, conform to the description of such products as provided to you by Provider through Provider's product directory, analytical data or other then-current literature. THIS WARRANTY IS EXCLUSIVE, AND PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS. Provider's warranties made in connection with this sale shall not be effective if Provider has determined, in its sole discretion, that you have misused the Products in any manner, have failed to use the Products in accordance with industry standards and practices, or have failed to use the Products in accordance with instructions, if any, furnished by Provider. PROVIDER'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVED TO PROVIDER'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING SHALL BE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN PROVIDER'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH PROVIDER'S INSTRUCTIONS. PROVIDER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, COST OF CAPITAL, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, ANY LIABILITY OF BUYER TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY PROVIDER'S GROSS NEGLIGENCE. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE AND/OR THESE TERMS AND CONDITIONS. PROVIDER'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCTS THAT GIVE RISE TO THE BREACH. THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF SHIPMENT, REGARDLESS OF THEIR NATURE.

10. Your Use of Products

Provider's Products are intended for laboratory research purposes and, unless otherwise stated on product labels, in Provider's product directory or in other literature furnished to you, are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes.

11. Resale, Distribution and Export Prohibited

You warrant to Provider that you will use the Products directly and as permitted by the sections above, and you further agree that the Products may not be marketed, distributed, resold or exported by you for any purpose.

12. Patent disclaimer

Provider does not warrant that the use or sale of the Products delivered hereunder will not infringe the claims or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

13. Returns

Products may not be returned for credit except with Provider's permission, and then only in strict compliance with Provider's return shipment instructions. You must obtain advance written authorization from Provider and a written return authorization document in the form then in use by Provider, prior to returning any Products. Certain items and quantities may not be returned for credit or under any circumstances. Any returned items may be subject to a 20% processing fee and must be returned within 90 days of purchase.

14. Technical Assistance

At your request, Provider may, in Provider's sole and absolute discretion, furnish technical assistance and information with respect to Provider's Products. ANY SUGGESTIONS BY PROVIDER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF PROVIDER.

15. Governing Law, Disputes

In the case a dispute arises in connection with this agreement, including its signature, validity, interpretation, performance, changes, termination and/or post-termination obligations, the PARTIES shall attempt to amicably settle the dispute. Should they not succeed in this attempt, the dispute shall be submitted to the Court of Arnhem, the Netherlands.

16. Indemnity and Insurance

You shall indemnify and hold Provider, its corporate affiliates, agents, employees and representatives harmless from and against any and all claims, damages, losses, costs or expenses (including attorney's fees) resulting from your (a) sale or use of the Products, (b) breach of the provisions and representations contained in the Terms and Conditions or (c) negligence, recklessness or misconduct.