

## Special terms and conditions of Wageningen Plant Research (WPR) concerning Prime Diagnostics Products

- These "Special terms of delivery" of Wageningen Plant Research (WPR) and the "General Terms and Conditions" of Wageningen University & Research will apply to all offers and all agreements between WPR and client concerning Prime Diagnostics Products. In case of conflict between both terms, these "Special terms and conditions" takes precedence over the "General Terms and Conditions".
- Only webshop and e-mailed orders that have been accepted by WPR will be handled. Orders by phone are not handled.
- Complaints regarding deficiencies of the products delivered by WPR should be deposited within 2 months after the purchase and should be supported by relevant test results obtained with the standard protocol of Prime Diagnostics. In the event that WPR declares a complaint to be founded, WPR will be exclusively obliged to effect performance as agreed upon as yet or to refund the purchase price paid, at WPR's exclusive discretion.
- All agreements between WPR and the clients are governed by Dutch Law only. All disputes shall be handled exclusively by the competent court in The Hague, The Netherlands.
- All products are supplied under the condition that they are for the exclusive use by the client. They may not be sold, integrated into other commercial applications nor handed over to third parties without distribution or supply and license agreement.
- Antisera are biological products and differences in reactivity between batches may occur. Therefore any guaranty given by WPR is limited to the relative reactivity in a standard performed DAS-ELISA with a 10 times diluted positive control originating from Prime Diagnostics.
- By placing any order with WPR, the client declares that he/she has read and accepts these "Special terms of delivery" as well as the "General Terms and Conditions" of WPR and that he/she has complete knowledge of the current product information.
- Client shall use the material in appropriate containment conditions only for research purposes. In no event WPR shall be liable for any use by client of the material or any loss, claim, damage, or liability of whatever kind of nature, which may arise from or in connection with this agreement or the use, handling, storage or transport of the material. WPR shall be safeguarded by the recipient company against any claim regarding these matters. Any damage or loss to the material during transport is at the purchaser's full risk.
- In the event of any liability of WPR, this liability will be limited to the invoice amount for that part of the order to which the liability pertains, on the understanding that this amount shall in no event exceed the amount WPR in such case will receive from its liability insurance.
- Most of the conjugated antibodies are stabilized with bovine serum albumin (BSA). Due to European legislation (EU DIR 1774/2002 and 668/2004) the use of BSA is not allowed in fields of human or veterinary medicine, agriculture, food or cosmetics. By ordering antibodies from WPR client acknowledges that the ordered product, containing BSA, will be used exclusively for research and analytical purposes. If required a form for the written declaration can be obtained on request or downloaded from our website [www.primediagnosics.com](http://www.primediagnosics.com).
- Most products are usually available from stock and are shipped within two weeks on receipt of the order. However, to ensure timely delivery, orders should be placed 8 weeks prior to the desired delivery date. In the event of force majeure WPR will be entitled to suspend performance of the agreement or to terminate the agreement without recourse to the courts and without any liability towards the client. Force majeure on the part of WPR means any circumstance beyond the control of WPR, for example: strikes, fire, war, damage, transport difficulties, export obstructions, defaults on the part of suppliers and legal bars to manufacture or to supply the products.
- Payment should be made by wire transfer (Euro Base Payment applying code SHA (shared costs)) using IBAN of WPR and BIC/SWIFT of RABOBANK within 30 days after date of the invoice.
- Permits, import charges or client's formalities necessary for import by the client of the ordered products are not the responsibility of WPR. It is the responsibility of the client that the client takes care of this before placing an order. All necessary permits need to be in the possession of WPR before an order can be shipped and WPR cannot be held responsible for any damages or import charges that might occur from import problems. The client has to verify if the use of the products is allowed by its government.
- Prices are CPT (Incoterms 2020) in Euros (€), excluding VAT. Orders exceeding € 5000.00 are free of handling costs.
- Specificity of the antisera is tested against strains known to be pathogenic at the time of the last actual testing. WPR cannot be held responsible for possible false positive or false negative results caused by newly emerging pathogens, developed resistance, pathogen strains or plant or matrix substances.
- The client has to verify the suitability of the products before purchasing the products. When the product information isn't clearly enough the client has to ask WPR for more information.
- For payments the following VAT number of Wageningen Plant Research have to be used:
  - Domestic : NL811383696B07
  - Foreign : NL806511618B01
- WPR does not accept the responsibility for any direct or indirect damage that might arise from the use of delivered products. WPR shall be safeguarded by the recipient company against any claim regarding the delivery and / or the use of the delivered products.