

The terms and conditions apply before we will accept an order for products.

General Terms and Conditions

GENERAL INFORMATION. The EBIODIUS site (www.ebiodus.com) contains information about EBIODIUS and its various research activities, products, and services that are of interest to customers, members of the health care, food and environment community. By accessing and browsing this website, you accept, without limitation or qualification, these terms and conditions and acknowledge that they supersede any other agreement between you and EBIODIUS.

PRIVACY AND OPERATIVE TERMS. EBIODIUS policies regarding the use of your personal information are incorporated by reference definition and interpretation herein. The data protection, processing and confidential information of EBIODIUS are in line with the European legislator for the General Data Protection Regulation (GDPR) and registered at the Netherlands Chamber of Commerce of the Court. Our data protection should be legible for recipients and co-partners.

- “Disclosing Party”: Party furnishing Confidential Information.
- “Recipient”: The Party receiving the Confidential Information.
- “Representatives”: officers, directors, employees, partners, members, managers, agents, advisors, subsidiaries, affiliates or representatives of a Party.
- “Purpose”: Exchange of Confidential Information within the agreed Project/Service/Consultancy.
- “EBIODIUS processing equipment”: EBIODIUS belongings including equipment, goods, software are assessed in conduct to business under a mutual signed contract exclusively by other users/applicants.
- “Contract”: legally binding agreement between EBIODIUS and other companies/institutes or independent contractors regarding the buying /selling, products, services, consultancy as may be stated as quotation in a final written form by EBIODIUS.
- “Equipment”: all items belonging to EBIODIUS including instruments, machinery, software, tools and other tangible personal property.
- “Personal Data”: Any information relating to an identifiable or identified person with respect to name, an identification number, location data, an online identifier or to

one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, religion or social identity of that natural person.

- “Data Processing”: Set of operations performed with or without the collaboration of co-partners on the data set of Projects/Services/ Consultancy such as collection, organization, structuring, storage, adaptation, use, disclosure by sending/submission, dissemination or else publicity, restriction and/ or destruction.
- “Confidential Information”: Each Party in its capacity as a Recipient agrees to use the Confidential Information provided by the other Party solely for the purpose of evaluating the opportunity, and for no other purpose, and further agrees to keep confidential and not disclose to any third party any Confidential Information. All Confidential Information, however they are documented, preserved and/or disclosed by a Party or its Representatives to the third Party before and after the execution of the agreed statement of work, NDA, MDA but not limited to:
 - a. the discussion/negotiations on the purpose and the status of these discussions and negotiations.
 - b. the operations, processes, services information, know-how, designs of the disclosing Party.
 - c. any information as regarded as confidential relating to intentions, business, plans, affairs, customers, clients, suppliers or market opportunities of the Disclosing Party.

Each Party shall take all actions necessary to cause its Representatives and affiliates who receive Confidential Information to comply with the terms of this Agreement as if they were a Recipient. Each Party shall be responsible for any disclosure of Confidential Information by its Representatives other than in accordance with the terms of this Agreement. For avoidance of doubt, if the Parties do not consummate a transaction with respect to the Opportunity and terminate discussions, neither Party nor its Representatives may use the Confidential Information of the other Party for any purpose whatsoever. Further, for avoidance of doubt, the Parties acknowledge that they may conduct competing businesses and nothing in this Agreement shall restrict or prohibit either Party from continuing to conduct its business and to compete with the other Party so long as such action does not violate the terms of this Agreement. Each Party will promptly notify the other Party upon discovery of any unauthorized use or disclosure of the Confidential Information, or any other breach of this Agreement by such Party or any of its Representatives, and will cooperate with the other Party to help the other Party regain possession of the Confidential Information and prevent its unauthorized use or further disclosure.

Each Party further acknowledges and agrees that the other Party and its Representatives shall be free to conduct any process for any transaction involving the Opportunity, if and as they in their sole discretion shall determine (including, without limitation, negotiating with any other interested parties and entering into a definitive agreement therewith without prior notice to the other Party or any other person). The terms of this Agreement will remain in effect with respect to any particular Confidential Information for a period of five years following the termination of discussion between the Parties. This Agreement shall terminate automatically if the Company has not given to the Counterparty any Confidential Information within ten days of the Effective Date of this Agreement.

RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT: All Confidential Information shall remain and hold by the Disclosing Party. No right, including, but not limited to, intellectual property rights, in respect to party's Confidential Information are exclusively titles of the Disclosing Party.

- Dutch law shall apply to all Parties, any Agreement entered into by or on behalf of the Party and any other legal relations between the Parties. The United Nations Convention on contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply.

DELIVERY PERIOD/DATE AND DELAY. If the Party and Recipient have agreed a certain delivery period, this period shall begin on the day following the day on which, as far as applicable, each of the following conditions has been fulfilled:

- The agreement regarding the order has been concluded.
- The Party has received the advance sum if such an advance has been agreed.
- The day on which all the formalities that the Party considers necessary in connection with the carrying out of the order are fulfilled, including the obtaining of permits.
- If when carrying out the order, the conditions for commencement of the delivery period/day are no longer fulfilled and the Party believes that this impedes the progress of the agreed activities, the delivery period/day shall be extended by the number of days on which the conditions have no longer been fulfilled.
- If during the delivery period/day, circumstances occur outside the responsibility of the Party whereby the agreed delivery period/day is no longer feasible, the delivery period/day shall be extended as far as necessary in the opinion of Party.

PAYMENT OF ADDITIONAL WORK. The Recipient may invoice separately for any additional work the Recipient has completed the additional work once the activities/work are aggregated in a written format of a separated /addendum contract unless agreed otherwise.

LIMITATION OF LIABILITY. EBIODIUS disclaims any liability arising out of or in any way connected with access to or use of this website and its content irrespective of whether EBIODIUS has been advised of the possibility of such damages. This limitation of liability includes but is not limited to, any reliance by any party on any content that is obtained directly or indirectly through the use of this site, as well as any damages that arise as a result of viruses, interruptions in telecommunications connections to the site or delays, mistakes, or omissions in transmissions to or from the visitor, whether caused by theft destruction, negligence, war, terrorism, acts of God, telecommunications failure, or any unauthorized access to the site or its information as well as activities undertaken on or in connection with goods supplied by third parties, use, testing, commissioning or decommissioning of a work, which goods supplied by third parties form part of or in which such items are assembled or installed, or activities undertaken in order to do so, activities carried out by individuals recommended or appointed by the Recipient. Visitors use this website and its information and content at their own risk.

VIOLATION OF TERMS OF USE. Any visitor who violates the term of use or otherwise misuse this site shall indemnify EBIODIUS including its officers, directors, employees, agents, and licensees, from any liability that arises from or is otherwise related to such violation and/or misuse, including but not limited to expenses, costs, and legal fees.

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This website can be accessed from various countries. Since the laws of each country may differ, you agree that the laws of the Netherlands will apply to all matters relating to the use of this site.

DECLARATION OF COMPLIANCE. EBIODIUS is committed to establishing and maintaining an effective compliance program that promotes ethical business conduct and good business practices.

Date of the latest change to the website: February 01, 2024