

General Terms and Conditions

Article 1 Definitions

- 1.1 IsoLife: BV, statutory established in Wageningen, specialised in 13C-labelled plant products and the user of these general terms and conditions.
- 1.2 Client: a person or institution with the intention to purchase a product from IsoLife.
- 1.3 Agreement: an agreement between IsoLife and the client will only come into existence after acceptance of the offer and by signing the order.
- 1.4 Offer: offer without engagement by IsoLife to provide a product for a specified price.
- 1.5 Product: in de offer, order, brochure, or on the website described product(s) or service(s) to provide.
- 1.6 Order: the signed written order by the client to IsoLife to deliver the product for a specific price.
- 1.7 Brochure: brochure or flyer by IsoLife.
- 1.8 Website: the website of IsoLife.
- 1.9 Written: this does not include a fax or an email.

Article 2 Applicability

- 2.1 These general terms and conditions are applicable to all agreements between IsoLife and the client.
- 2.2 Derogations from the general terms and conditions are only valid after written confirmation by IsoLife.
- 2.3 Any general terms and conditions of the client are explicitly waived unless they are accepted by IsoLife in writing.

Article 3 Offers

Offers are exclusively offered in written form, together with the general terms and conditions. The price mentioned in the offer is the net price of the product(s), excluding all other costs such as taxes, (custom) duties, shipping costs, and insurance.

Article 4 Settlement of contract

The agreement will come into being when IsoLife has received the signed order from the client.

Article 5 Delivery, terms of delivery and packaging.

- 5.1 The delivery times stated by IsoLife to the client are never deadlines.
- 5.2 If IsoLife exceeds the delivery time, the client shall inform IsoLife of this default by written notice.
- 5.3 If the client does not accept the delivered product as mentioned in the order, IsoLife is entitled to keep the product at her disposal for risk and accountant of the client. The client is liable for all incurred expenses.
- 5.4 The packaging of the product will be at the full discretion of IsoLife.

Article 6 Complaints

Any defects of the product will be reported in writing by the client to IsoLife within two weeks after delivery. After this period the right to complain will be expired.

Article 7 Payment

Unless otherwise stated in the order, 100% of the total price shall be transferred to IsoLife directly after the effectuation of the order. Payments will be made within 30 days after receipt of the invoice.

Article 8 Proviso of ownership

The delivered product remains the property of IsoLife until complete payment as described in Article 7.

Article 9 Liability

- 9.1 IsoLife is only liable for damage directly resulting from culpable negligence of IsoLife in the performance of her obligations under the agreement. If IsoLife is contractual liable as in the above mentioned sentence and/or by reason of something else, IsoLife is only liable for direct damage to the client to a maximum amount of the money that the client is due according to Article 7.
- 9.2 IsoLife is not liable for damages suffered by the client when applying or using the delivered product, unless the damage was caused deliberately or was due to gross negligence on the part of IsoLife.
- 9.3 The client acknowledges to be aware of the fact that the product has not been tested on human beings, animals and on its suitability to be used for medical or nutritional applications, unless otherwise stated in the order.

Article 10 Force majeure (non-imputable failure)

- 10.1 Failure of IsoLife in the performance of the agreement can not be accounted to IsoLife if the failure is not attributable to her fault or by virtue of law, the agreement or according to generally accepted conceptions.
- 10.2 In the event of force majeure, IsoLife has the right to either suspend its obligations towards the client, or to demand that the agreement will be amended in such an extent that the performance of the agreement becomes reasonably possible, or to dissolve – completely or partially – the agreement without the intervention of a court of law and without being bound to pay any damages, all this at the discretion of IsoLife.
- 10.3 If a client reasonably determines that any such delay in performance is likely to extend for a period of ninety (90) days or more, client shall have the right to cancel the applicable order upon notice to IsoLife with no liability or further obligation to IsoLife with respect to such order.

Article 11 Disputes

The agreement as mentioned in Article 4 is governed by Dutch law. Disputes arising from the agreement shall be handled exclusively by the authorized court in Arnhem, The Netherlands.

December 1, 2024