

1. DEFINITIONS

- "PrevViral" - PrevViral B.V., the company who supplies Goods to the Customer.
- "Conditions" - these terms and conditions.
- "Contract" - the agreement between PrevViral and the Customer for supply of Goods including the Quotation and the Conditions.
- "Customer" - the person, firm or company to whom PrevViral agrees to supply the Goods.
- Description - the description of the Goods as specified by the Manufacturer of the Goods
- "Goods" - diagnostic test kits COVID-19 agreed to be provided to the Customer by PrevViral for distribution to qualified professionals.
- "Quotation" - the quotation by PrevViral stating the price at which, and time period during which, it will supply the Goods to the Customer.

2. GENERAL

- 2.1** Headings are purely for ease of reference and do not form part of or affect the interpretation of the Conditions.
- 2.2** In the event of a conflict the contractual documents shall be applied in the following order:
 - a) the Quotation
 - b) the Conditions
- 2.3** No other terms and conditions or warranties are to be incorporated into the Contract unless agreed expressly in writing by PrevViral. In particular, the Customer's terms and conditions are expressly excluded whether provided in full, referred to in other documents and whether before or after the Contract is formed.
- 2.4** The Contract will become valid upon confirmation of acceptance of the Customer's purchase order by PrevViral and, unless explicitly agreed otherwise, acceptance by PrevViral of an advance payment of 30% of the quotation price.

3. PRICES

- 3.1** All prices stated in the quotation are exclusive of VAT or any other tax, duty or levy, where applicable for delivery outside the Netherlands.
- 3.2** All prices quoted are subject to change up to the date of acceptance of the order by PrevViral.
- 3.3** All prices are based on delivery ex Amsterdam warehouse of PrevViral unless otherwise agreed.

4. DELIVERY

- 4.1** In case of contractual delivery times, such dates are indicative only. The Customer shall have no right to damages or to cancel the order for any failure to meet any delivery times stated.
- 4.2** PrevViral is entitled to suspend without notice the delivery of Goods until payment has been received in full, without prejudice to any other rights or remedies.

5. RISK AND TITLE

- 5.1** Risk and title shall pass to the Customer upon completion of delivery of the Goods.

6. TERMS OF PAYMENT

- 6.1** Payment upon invoices for (pre-)payments must be made ultimately on the date indicated on the invoice.
- 6.2** Each consignment or partial delivery shall be invoiced and paid for separately.
- 6.3** No disputes arising under the Contract nor delays in delivery beyond the control of PrevViral shall interfere with the prompt payment in full by the Customer.
- 6.4** In the event of default in payment by the Customer, PrevViral shall be entitled to charge legal trade interest (art. 6:119a Dutch Civil Code) on any amount outstanding.
- 6.5** The Customer has no right of set off.

7. GUARANTEE

- 7.1** PrevViral will use reasonable endeavours to ensure that the Goods correspond with their labelling, packaging, storage, handling and delivery of Goods.
- 7.2** The Customer understands and accepts that PrevViral is not manufacturer of the Goods. Unless otherwise specifically agreed in writing, PrevViral does not warrant the fitness or suitability of any Goods supplied for any particular purpose or application and any implied warranties and conditions implied by trade, custom or usage are expressly excluded.
- 7.3** PrevViral gives no assurance or guarantee whatsoever that the sale or use of the Goods will not infringe the patent design right registered, design copyright or other industrial property rights of any other personal firm or Company and the guarantee given to the Customer shall be limited to the guarantee (if any) which PrevViral receives from the manufacturer or supplier of the Goods to PrevViral.

8. MISSING AND DEFECTIVE GOODS

- 8.1** The Customer must inspect the Goods immediately on arrival at their premises.
- 8.2** In the case of missing goods or defects apparent on inspection:
 - a)** a written complaint must be made to PrevViral by the Customer within seven days of receipt of the Goods specifying the shortage and/or defect and
 - b)** PrevViral shall be given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.
- 8.3** In the case of defects not apparent on inspection:
 - a)** the Customer shall send a written complaint to PrevViral as soon as reasonably practicable after the defect is noticed and ensure no use is made of or alternations made to the Goods thereafter;
 - b)** the Customer shall allow PrevViral 30 days to inspect the Goods and shall take such steps as are necessary to enable PrevViral to do so including returning the Goods to PrevViral at its head office in the Netherlands if requested.

9. LIABILITY

- 9.1** PrevViral's sole obligation in the event of any missing or defective Goods, shall be to repair or replace the Goods.
- 9.2** PrevViral shall not be liable in respect of consequential loss, loss of profits, damage to property, loss of goodwill, loss of business opportunity, wasted expenditure, cost of mitigation arising out of or occasioned by any fault or defect in the Goods supplied or any other losses howsoever caused.
- 9.3** The maximum total liability under or arising out of in connection with this Agreement will not exceed the total of the Contract value.
- 9.4** Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from negligence or their fraudulent acts, omissions or statements.
- 9.5** PrevViral relies upon the testing examination and research carried out by the manufacturer of the Goods.

10. RETURN OF GOODS

- 10.1** In cases where Goods are not defective and the Customer requests to return the Goods, PrevViral shall be under no contractual obligation to accept the return except in the event of any error on its part as to the amount or type of Goods delivered.
- 10.2** In cases of return of Goods, PrevViral must be notified within 10 working days of the date of actual delivery.
- 10.3** The return of Goods to correct an error in delivery or ordering will only be considered if the Customer Care Team is notified immediately or in any event within 48 hours of delivery to the Customer. Goods must be returned to PrevViral within 5 days of delivery to the Customer to correct an error in delivery or ordering.
- 10.4** For the avoidance of doubt, unless defective, the returns of Goods as detailed in this article 10 must be unused, undamaged and in the original undamaged packaging. The Goods must be the same batch as originally supplied by PrevViral and are not falsified/counterfeit.

11. INSOLVENCY

- 11.1** Without limiting its other rights or remedies, PrevViral shall be entitled to cancel the contract, in whole or in part, by notice in writing if:
- a)** the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction);
 - b)** An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
 - c)** The Customer ceases, or threatens to cease, to carry on business;
 - d)** PrevViral reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12. FORCE MAJEURE

- 12.1** PrevViral shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances or causes beyond its reasonable control.

13. WAIVER

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. SEVERENCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable whilst retaining the risk and reward between the parties. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall become effective unless it is agreed in writing and signed by PreViral.

22. GOVERNING LAW AND JURISDICTION

22.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including not-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law as in force in the European part of the Netherlands, including the choice of law and forum in this agreement.

22.2 Each party irrevocably agrees that the courts of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter of formation (including non-contractual disputes or claims).

22.3 The provisions of the United Nations Convention on Contracts For the International Sale Of Goods (the Vienna Convention or CISG) shall not apply to the contract.