

GENERAL TERMS & CONDITIONS

Article 1 Definitions

In these general conditions the following terms shall have the following meaning:

- a. **Agreement:** each agreement to which these general conditions are applicable;
- b. **General Terms:** these general terms and conditions of sale;
- c. **Blue4Green:** Blue4Green B.V., a company incorporated and existing under the laws of the Netherlands, having its offices at Rigtersbleek Zandvoort 10/ 2.11 , 7521 BE Enschede, the Netherlands;
- d. **Customer:** each party, being a natural person veterinarian or legal person (a joint practice of veterinarians) and/or its legal successors, having purchased and/or uses Blue4Green's products and/or services;
- e. **Bluefrog VMS:** the veterinary management system with the name 'Bluefrog', created and developed by Bluefrog B.V., for which Blue4Green has been granted a license which license includes the right to grant sublicenses to Customers. Bluefrog VMS allows the Customer to store (and further analyse) data which is generated by means of the use of the Lab-on-a-Chip and Labbook or in any other way;
- f. **Lab-on-a-Chip:** chip which – in combination with the Labbook – allows the Customer to analyse and/or test blood or other fluids of an animal on various substances;
- g. **Labbook:** portable laboratory book which allows the Customer – in combination with a Lab-on-a-Chip – to analyse and/or test the blood or other fluids of an animal on various substances on site;
- h. **VMS Data:** all data stored in the Bluefrog VMS;
- i. **Products:** all products delivered by Blue4Green, included but not limited to the Labbook and Lab-on-a-Chip, either by means of direct sale or by means of sale through the website <http://www.blue4green.com> and www.bluefrogvms.com, together with all information related to those products;
- j. **Services:** all services provided by Blue4Green, which include but are not limited to granting access to the Bluefrog VMS;

Article 2 Scope

- 2.1 The General Terms shall apply to any agreement pursuant to which a Customer subscribes for the use of the Services offered by Blue4Green and/or purchases any Products offered by Blue4Green, as well as to any offer or other communication with regard to the Products and/or Services.
- 2.2 Other terms and conditions, including but not limited to the Customer's general terms and conditions, are rejected and shall not be part of the Agreement, unless such terms and conditions are expressly accepted by Blue4Green in writing.

Article 3 Offers

All offers by Blue4Green are without engagement. Any Agreement can only come into effect after Blue4Green has confirmed an order in writing (which for the avoidance of doubt includes but is not limited to a confirmation per e-mail). Blue4Green will only enter into an Agreement with registered veterinarians.

Article 4 Pricing and payment

- 4.1 All prices offered and/or invoiced by Blue4Green are in Euro's.
- 4.2 All prices offered and/or invoiced by Blue4Green are exclusive of the costs of delivery (including, but not limited to shipment) to Customer.
- 4.3 All prices offered and/or invoiced by Blue4Green are exclusive of Value Added Taxes (VAT) and/or any other taxes or levies, unless explicitly set forth otherwise in writing.

- 4.4 Unless otherwise stated, prices are without engagement and may be altered by Blue4Green.
- 4.5 Any increase by Blue4Green of a subscription price for any of the Services, shall only come into effect thirty (30) days after Blue4Green notifies the Customer of such increase. The Customer shall have the right to terminate its subscription for the relevant Services within thirty (30) days after such notice of increase.
- 4.6 Payment by Customer of the subscription price shall in all events be done without any deductions, discounts, set off or debt settlement by the agreed due dates but in no event later than thirty (30) days after the date of invoice, by way of money transfer of the amount on the invoice into a bank account to be designated by Blue4Green. Objections to the amounts charged do not relieve the Customer from its obligation to pay.
- 4.7 In the event the Customer has not paid within thirty (30) days, as referred to in article 4.6, the Customer shall be in default by operation of law and the Customer shall be due the statutory trade interest, as referred to in article 6:119a of the Dutch Civil Code (*in Dutch: Burgerlijk Wetboek*), and extrajudicial collection costs, notwithstanding Blue4Green's other rights following the Agreement, these General Terms and the law.

Article 5 Delivery of Products

Any delivery period quoted by Blue4Green is an estimated delivery period. No delivery period is or may be deemed to be a firm delivery date, unless expressly agreed otherwise in writing.

Article 6 Retention of title with regard to Products

- 6.1 Blue4Green retains full ownership of the Products, until the Products are paid in full.
- 6.2 As long as the title to the Products is retained by Blue4Green, the Customer may not encumber the Products, other than in the normal course of its business.
- 6.3 In the event the Customer has failed to meet its payment obligations towards Blue4Green or in the event Blue4Green has well-founded grounds to fear the Customer's failure to fulfil these obligations, Blue4Green shall have the right to repossess the Products. The Customer shall have no retention rights on the Products.
- 6.4 Blue4Green is at all times allowed to require payment up front for the Products or part thereof.
- 6.5 Blue4Green is at all times allowed to ask for a financial security, for instance by means of a bank guarantee.

Article 7 Access and terms of use Bluefrog VMS

- 7.1 Customer shall upon subscription for the Bluefrog VMS be granted a unique account, with a unique login code and shall be able to create its own password.
- 7.2 Customer acknowledges and agrees:
- (i) it shall not allow a third party access to Bluefrog VMS on its account;
 - (ii) it shall not make use of Blue4Green's products and services in any other way than explicitly intended and allowed to;
 - (iii) it shall not in any way submit incorrect and/or illegal VMS Data;
 - (iv) it shall not in any way copy, reproduce, alter and/or decompile the Bluefrog VMS software and Labbook- and Lab-on-a-Chip hardware, unless and in so far as Customer is obliged to by mandatory rules of law;
 - (v) it shall maintain all log in and password information secret from third parties;
 - (vi) it shall not use Blue4Green's products and services in any way that might (potentially) infringe the intellectual property rights of third parties;
 - (vii) complies and shall continue to comply with all relevant laws applicable to Blue4Green's products and services.

- 7.3 By uploading VMS Data, the Customer explicitly warrants it has right and title to use such data and to provide the licenses as referred to in these General Terms.
- 7.4 All VMS Data remains the property of the legal owner of such VMS Data.
- 7.5 Customer grants an unconditional, royalty free, perpetual license to Blue4Green, which license may be sublicensed to third parties and/or may be transferred by Blue4Green, to use VMS Data:
- (i) to (further) develop algorithms;
 - (ii) to (further) develop the Bluefrog VMS and/or other (related) software;
 - (iii) to set up (national, regional and/or local) benchmarks;
 - (iv) for scientific purposes conducted by Blue4Green or by a third party in association with Blue4Green.

Article 8 Term and Termination of subscription to Bluefrog VMS

- 8.1 A subscription by Customer to the Bluefrog VMS is a subscription for an indefinite period of time.
- 8.2 Each party has the right to terminate an Agreement, taking into account a notice period of one (1) month. Termination by a party must be done in writing.
- 8.3 Blue4Green is entitled to dissolve the Agreement in whole or in part, in case the Customer does not meet its obligations under the Agreement, is declared bankrupt, is not or no longer registered as a veterinarian or is granted a moratorium, or the bankruptcy or moratorium of the Customer is requested.

Article 9 Guarantee with regard to the Products

- 9.1 Blue4Green guarantees the conformity of the Products with the description provided by Blue4Green on the face of its purchase order acknowledgements and/or catalogue, and shall be free from material defects for a period of thirty (30) days from the date of delivery of the Products to the Customer.
- 9.2 Blue4Green shall convey good title to the Products free from any lien or encumbrance unknown to the Customer arising through Blue4Green.
- 9.3 The sole liability of Blue4Green in the event any Product or part(s) of a Product is or may become defective on account of a faulty construction, shall be to (i) repair without costs or (ii) replace without costs the defective Products or part(s) thereof by other Products or part(s) thereof or (iii) reimburse Customer for the purchase price paid for the faulty Product, at the sole discretion of Blue4Green.
- 9.4 Blue4Green shall repair or replace the Products or part(s) thereof under this guarantee (as referred to in article 7.3), provided that:
- (viii) the Customer informs Blue4Green in writing within fourteen (14) days after the defects have arisen;
 - (ix) the Customer enables Blue4Green to repair the defect and/or enables Blue4Green to recollect the defective Products;
 - (x) the Customer otherwise fully complies with Blue4Green repairing or replacing the Products or part(s) thereof
- 9.5 This guarantee does not cover damages sustained by usage which is not in accordance with the normal wear and tear of the Products or any damage arising in consequence of negligence or improper handling / use of the Products or parts thereof, or of improper installation, or of maintenance by unauthorized persons, or of any modifications to the Products without the prior written consent of Blue4Green, or of improper storage in the event of the Products wholly or partly being stored by the Customer previous to installation or use.

Article 10 No guarantees with regard to Services

Blue4Green does not provide any guarantees as to the uptime and/or the quality of the Services. Blue4Green shall use its best reasonable efforts to optimize the uptime and quality of the Services and the possibilities for the Customer to actually make use and/or to have access to the Services.

Article 11 Force Majeure

- 11.1 In the event of the occurrence of force majeure, Blue4Green shall be entitled to suspend access to the Bluefrog VMS and/or provision of other obligations for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting there from to the Customer. In such case the (estimated) delivery period shall be extended for the period of prevention or delay caused by such force majeure.
- 11.2 A failure in the performance of the Agreement cannot be imputed to Blue4Green if it does not result from Blue4Green's fault, and if Blue4Green cannot be held accountable for it by law, by the definition below of force majeure and/or common opinion. In case of such a non-attributable failure to perform, the relevant part of the Agreement will be suspended. Blue4Green will inform Customer of the occurrence of such failure as soon as possible. In the event the suspension has lasted for ninety (90) consecutive days or as soon as it is established that the suspension will last for at least ninety (90) consecutive days, either party is entitled to terminate partially or in whole the Agreement without being held liable to any indemnity whatsoever towards the other party.
- 11.3 The expression "force majeure" shall for the purpose of the General Terms mean and include circumstances or occurrence beyond one party's reasonable control -whether or not foreseeable at the time of the coming into force of the Agreement - in consequence of which one party cannot reasonably be required to execute its obligations under an Agreement. Such circumstances or occurrences include but are not restricted to: war, fires, floods, earthquakes, labor disputes, strikes, epidemics, governmental regulations and/or similar acts, embargoes, defaults of suppliers or subcontractors, disruption of electricity supplies and the non-availability of telecommunication services.

Article 12 Liability in respect of Products

- 12.1 Compliance with Blue4Green's guarantee undertaking pursuant to article 9 or with any agreed modification thereof shall be considered to give full satisfaction to the Customer. Any claim of the Customer for compensation (except in cases indicated below) or for dissolution of the Agreement shall be excluded.
- 12.2 The warranties set forth in article 9 are intended solely for the benefit of Customer. All claims hereunder shall be made by the Customer and may not be made by Customer's customers or any other third party.
- 12.3 It is expressly understood and agreed that any liability of Blue4Green shall in no event include consequential damages (e.g. trading loss, loss of profits or loss of goodwill and reputation) nor any loss of whatever nature, unless such damages were the result of gross negligence or willful misconduct of Blue4Green.
- 12.4 Except for the guarantees and liabilities expressly provided herein, Blue4Green does not assume any liability nor provides any warranties of merchantability or fitness for a particular purpose relative to the use of the Bluefrog VMS, and the Customer will hold harmless and indemnify Blue4Green from and against any third party claim in respect thereof.
- 12.5 If and insofar Blue4Green is liable for any damages, the amount payable shall in no event exceed the value of the defective Product or Products purchased and paid by the Customer to Blue4Green.
- 12.6 Blue4Green may offer the possibility to purchase Products which are Products in a beta version. By purchasing such beta version Products – which are clearly labeled to be beta version Products – Customer accepts that such beta version Products may be subject to

errors, bugs and other failures. By purchasing such beta version Products, Customer expressly waives any claims against Blue4Green and accepts that no claims can be made against Blue4Green in respect of any such error, bug and/or other failure.

Article 13 Liability in respect of Services

- 13.1 It is expressly understood and agreed that any liability of Blue4Green shall in no event include consequential damages (e.g. trading loss, loss of profits or loss of goodwill and reputation) nor any loss of whatever nature, unless such damages were the result of gross negligence or willful misconduct of Blue4Green.
- 13.2 Except for the guarantees and liabilities expressly provided herein, Blue4Green does not assume any liability nor provides any warranties of merchantability or fitness for a particular purpose relative to the use of the Products, and the User will hold harmless and indemnify Blue4Green from and against any third party claim in respect thereof.
- 13.3 If and insofar Blue4Green is liable for any damages, the amount payable shall in no event exceed the value of the monthly subscription price for the relevant Services.
- 13.4 Blue4Green may offer the possibility to purchase Services which are Services in a beta version. By purchasing such beta version Services – which are clearly labeled to be beta version Services – Customer accepts that such beta version Services may be subject to errors, bugs and other failures. By purchasing such beta version Services, Customer expressly waives any claims against Blue4Green and accepts that no claims can be made against Blue4Green in respect of any such error, bug and/or other failure.

Article 14 Intellectual Property

All intellectual property rights with regard to Blue4Green's products and services are and shall remain with Blue4Green solely. Any use of Blue4Green's products and services does not provide Customer any right with regard to any intellectual property.

Article 15 Severability

If and to the extent that any of the provisions of the General Terms can not be invoked, the provision in question will in any event be adjusted into a meaning as closely as possible to the original content and scope of the General Terms so that this provision can nevertheless be invoked.

Article 16 Applicable Law

Any Agreement concluded with Blue4Green shall be governed by and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

Article 17 Forum

Any dispute arising out of or in connection with an Agreement and/or these General Terms, shall exclusively be submitted (in first instance) to the competent court of Amsterdam, the Netherlands.