



CLEARDETECTIONS GENERAL TERMS AND CONDITIONS
FOR THE SALE AND DELIVERY OF GOODS AND/OR SERVICES

1. General

- 1.1 These standard terms and conditions of sale and delivery of Goods and/or Services (hereinafter “General Terms and Conditions”) shall apply to all Goods (to be defined hereafter) and Service (to be defined hereafter) transactions between ClearDetections B.V. (hereinafter “ClearDetections”) and the Customer (to be defined hereafter), including offers, agreements regarding delivery etc. Different terms and conditions of the Customer are binding only if expressly acknowledged in writing by ClearDetections.
- 1.2 No variation to these General Terms and Conditions shall be binding unless agreed in writing between the authorized representatives of ClearDetections and the Customer.
- 1.3 All Agreements and legally relevant declarations by the contracting parties are valid only if made in writing.
- 1.4 In the event of conflict between contractual provisions agreed in writing and these General Terms and Conditions, the contractual provisions shall prevail.
- 1.5 If any provision of these General Terms and Conditions is held invalid in whole or in part, the other provisions will be unaffected and stay in force, the parties shall replace the affected provision by a provision similar in legal and economic terms to the affected one.
- 1.6 The headings in these General Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Definitions

- 2.1 In these General Terms and Conditions:
- "Agreement" means an agreement for the sale of Goods and/or Services under these General Terms and Conditions;
 - "Business Day" means any day other than a Saturday, Sunday or public holiday;
 - "Customer" means any person or entity ClearDetections enters into an Agreement with, in accordance with these General Terms and Conditions, as well as any party/parties any offer of ClearDetections is addressed to;
 - "General Terms and Conditions" means the standard terms and conditions of sale set out in this document;
 - "Goods" means the tangible goods and/or parts thereof which ClearDetections is to supply in accordance with the Agreement and these General Terms and Conditions; including molecular test kits, primers, DNA, buffers, enzymes, hardware, software, etc ;
 - "Group" means and includes in relation to ClearDetections, any person, firm, corporation or other entity: (i) if at least fifty percent (50%) of the voting stock or other equity interest thereof is owned, directly or indirectly, by ClearDetections; (ii) which owns, directly or indirectly, at least fifty percent (50%) of the voting stock or other equity interest of ClearDetections; or (iii) if at least fifty percent (50%) of the voting stock or other equity interest thereof is owned, directly or indirectly, by a person, firm, corporation or other entity that owns, directly or indirectly, at least fifty percent (50%) of the voting stock or other equity interest of ClearDetections;
 - "IP" means any and all the intellectual and industrial property rights and applications there for, including any copyrights, design rights and applications, patent rights and applications, trade rights on the offer, designs, technologies, working methods, models, samples, reports, test kits, know-how and the like that are or were used and/or provided by ClearDetections within the framework of the offer and/or the Agreement, even though these have been charged;
 - "Order Confirmation" means ClearDetections' written acceptance of Customers order;
 - "Services" means the services which ClearDetections is to supply in accordance with the Agreement and these General Terms and Conditions; including amongst others the delivery or transfer of technology, performance of (contract) research & development work, data analyses and provision of advice and / or information. The tangible aspects of which are provided in the form of reports and documents (although tangible) will still be considered Services;
 - "writing" "written" and alike includes any communications effected regular mail, by facsimile, transmissions, electronic mail or any comparable means.

3. General and execution of the Agreement

- 3.1 Sales literature, price-lists and other documents issued by ClearDetections in relation to the Goods and/or Services are subject to alteration without notice and do not constitute offers to sell Goods and/or Services, they are not binding.
- 3.2 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price-list, acceptance of offer, invoice or other document or information issued by ClearDetections shall be subject to correction (unilaterally by ClearDetections) without any liability on the part of ClearDetections.
- 3.3 Any offer of ClearDetections shall be free of obligation and based on documentation etc. provided by or on behalf of Customer, unless the offer explicitly provides the contrary.
- 3.4 An Agreement shall be concluded by an Order Confirmation of ClearDetections
- 3.5 ClearDetections is not obliged to accept orders from any Customer who has not supplied ClearDetections with references satisfactory to ClearDetections.
- 3.6 No order which has been accepted by ClearDetections may be cancelled by the Customer, except with the agreement in writing of ClearDetections on the terms that the Customer shall indemnify ClearDetections in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by ClearDetections as a result of cancellation.
- 3.7 ClearDetections is entitled to engage subcontractors.
- 3.8 ClearDetections may assign the Agreement or any part thereof to any person, firm or company.
- 3.9 The Customer shall not be entitled to assign the Agreement, any part thereof nor any of its obligations under the Agreement and these General Terms and Conditions without the prior written consent of ClearDetections.
- 3.10 Where Goods are sold/Services are performed under a consumer sale the statutory rights of the Customer are not affected by these General Terms and Conditions.

4. Scope of Goods and Services supplied

- 4.1 The specification for Goods and/or Services shall be those set out in the ClearDetections' Order Confirmation. In case no Order Confirmation is present, ClearDetections' sales documentation will be leading.
- 4.2 ClearDetections reserves the right (however cannot be expected to do so) to without notice make changes in the specification of Goods and/or Services which are required to conform with any applicable safety or other statutory or regulatory requirements. Same goes for Customer's specification if such changes by ClearDetections do not materially affect the quality or performance.
- 4.3 In the fulfilment of the Agreement, slight deviations with the usual tolerances shall be permitted, as well as the supply of more Goods and/or Services to such extent as reasonably considered necessary by ClearDetections in connection with failure, processing loss etc. within the framework of the activities to be carried out.
- 4.4 Customer shall always timely provide ClearDetections with all information and agreed materials, including any substances and samples, that are useful to and necessary for proper fulfilment of the Agreement, and render all co-operation to the performance of Services.
- 4.5 For its own account and its own risk, Customer shall ensure that any activities to be carried out and/or supplies to be made by itself or one or more third parties that are not included in the instruction to ClearDetections, are carried out and/or made in such a manner and timely to such an extent, that the performance of Services and/or delivery of Goods will not be delayed by that. Should any delay nonetheless arise, Customer shall timely inform ClearDetections thereof.

5. Pricing and payment

- 5.1 In the absence of arrangements to the contrary, all prices, fees, expenses etc. are understood as net, in Euro's, with no deductions of any kind.
- 5.2 The price of Goods and/or Services shall be the price set out in ClearDetections' Order Confirmation. In case no Order Confirmation is present, the price agreed upon in writing between ClearDetections' and the Customer will go.
- 5.3 Where ClearDetections has quoted a price for Goods and/or Services, the price quoted shall be valid for 30 days only or such lesser time as ClearDetections may specify.
- 5.4 In the event of changes in pricing due to unforeseeable circumstances between the conclusion of the Agreement and delivery (in particular currency fluctuations and supplier prices) and/or the performance of Services, ClearDetections shall be entitled to adjust the prices accordingly.
- 5.5 In the event of an Agreement involving periodically payments, ClearDetections shall be entitled to adjust the applicable prices and rates by means of a written notification after a period of at least 3 month after conclusion of the Agreement.

- 5.6 The price for delivery of Goods shall be based on delivery ready for forwarding at the premises of ClearDetections (ex warehouse). The costs of packaging and forwarding shall not be included in the price and shall be invoiced to Customer separately provided that ClearDetections shall arrange for this.
- 5.7 Small-lot and rush charges, insurance costs and costs of implementing special Customer requirements and/or Services shall be at the Customer's expense and are invoiced separately.
- 5.8 ClearDetections must be informed in timely manner of special requirements of the Customer concerning shipping and packing, insurance etc.
- 5.9 The Customer shall pay the price of Goods and/or Services within 14 days of the date of ClearDetections' invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Customer and ClearDetections in respect of the Agreement. Payment shall be made on the due date notwithstanding that delivery of Goods may not have taken place and/or that the property in the Goods has not passed to the Customer and/or Services have not been (fully) preformed.
- 5.10 Unless otherwise specified in writing, all payments shall be made to ClearDetections as indicated on the Order Confirmation or invoice issued by ClearDetections.
- 5.11 If at any time ClearDetections is not satisfied as to the creditworthiness of Customer it may give notice in writing to Customer that no further credit will be allowed to Customer, in which event no further Goods and/or Services will be delivered to the Customer other than against advance payment.
- 5.12 In the event that ClearDetections rights are at risk because Customer has become or is at risk to become insolvent, ClearDetections may suspend performance of the Agreement until Customer fulfils its contractually agreed obligations and risk of Customers non-payment is secured. ClearDetections may withdraw from the Agreement if performance thereof is not ensured by Customer within a reasonable time.

6. Delivery

- 6.1 ClearDetections will arrange for the delivery of Goods to/performance of Services at the place specified in the Order Confirmation or, in absence thereof, Customers order.
- 6.2 The delivery date is approximate only, based on the information and circumstances known to ClearDetections upon conclusion of the Agreement. Time for delivery shall not be of the essence unless previously agreed to by ClearDetections in writing.
- 6.3 The term of delivery shall not even go as approximate and be extended commensurately if
 - a. the Customer subsequently alters the specifications and thereby causes a delay in delivery;
 - b. hindrances arise which ClearDetections cannot overcome despite application of due care, regardless of whether such hindrances arise at ClearDetections, at the Customer or at a third party
 - c. any information and/or materials necessary for the performance of the Agreement have not been made available to ClearDetections, or not timely or not in accordance with the Agreement, or if Customer fails to meet its obligations in any other way,
- 6.4 In the event of late delivery the Customer shall have no right to indemnification or additional performance.
- 6.5 If ClearDetections is unable to deliver on time or at all, ClearDetections shall have the right to withdraw from the Agreement in whole or in part. In particular, ClearDetections reserves the right to effect partial deliveries.
- 6.6 Goods and/or Services may be delivered /performed by ClearDetections in advance of the delivery/performance date upon giving reasonable notice to the Customer.
- 6.7 Where Goods and/or Services are to be delivered/preformed in instalments, each delivery/performance shall constitute a separate Agreement and failure by ClearDetections to deliver/perform any one or more of the instalments in accordance with these General Terms and Conditions and/or the Agreement or any claim by the Customer in respect of any one or more instalments, shall not entitle the Customer to treat the Agreement as a whole as repudiated.
- 6.8 In the event of any loss of time caused by delay on account of Customer not timely having met one or more of its obligations under these General Terms and Conditions and/or the Agreement, ClearDetections shall be entitled to suspend the performance of the Agreement, as well as to charge the damage and costs that have arisen on account of this to Customer in accordance with its usual rates. In such event such an extension of the delivery period shall in any case be granted to ClearDetections as is reasonable, all circumstances considered.
- 6.9 In case Goods are to be collected by Customer or Customer wrongfully fails to take delivery of the Goods or wrongfully fails to permit ClearDetections to perform it's Services, ClearDetections shall be entitled to invoice Customer for the price at any time after ClearDetections has notified Customer that (as the case may be) the Goods are ready for collection, or ClearDetections has tendered delivery of the Goods, or performance of the Services.

7. Inspection/shortage/defects

- 7.1 Customer is under the duty to inspect the Goods on delivery or on collection, as the case may be and shall immediately notify ClearDetections in writing of any defects. Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not able to examine".

- 7.2 The Customer is under a duty to inspect the tangible aspects of the Services and the Services itself if possible on delivery /immediately after completion and shall immediately notify ClearDetections in writing in case of any defects.
- 7.3 In no event shall ClearDetections be liable if a written complaint is not delivered to ClearDetections within 10 days of delivery of the Goods and/or Services, detailing the alleged damage or shortage.
- 7.4 In all cases where defects or shortages are complained of, ClearDetections shall be under no liability in respect thereof unless an opportunity to inspect the Goods and/or Services is supplied to ClearDetections before any use is made thereof or any alteration or modification is made thereto by Customer.
- 7.5 Subject to paragraphs 7.1 - 7.4, ClearDetections - at its sole discretion - shall either
- make good any shortage in the Goods and/or Services and where appropriate make a replacement as soon as it is reasonable to do so, or
 - refund or credit to the Customer the price for the Goods and/or Services which are defective and returned, but otherwise ClearDetections shall have no further liability to the Customer in respect thereof.
- 7.6 Customer shall offer ClearDetections the opportunity to repair any defect and/or carry out Services once again at all times. To this end, Customer shall provide ClearDetections with all necessary cooperation, samples and auxiliary materials without charging any costs.
- 7.7 Customer shall have no rights or claims arising from defects of any kind in Goods and/or Services other than those expressly stated in this article, subject as expressly provided in these General Terms and Conditions.

8. Passage of benefit and risk

- 8.1 Risk of damage to or loss of the Goods shall pass to the Customer:
- in the case of Goods to be collected at ClearDetections 's premises, the time ClearDetections notifies the Customer that the Goods are available for collection; or
 - in the case of Goods to be delivered, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when ClearDetections has tendered delivery of the Goods.
- Under no circumstances benefit and risk shall pass later than the arrival of the Goods at the agreed place of delivery.
- 8.2 If despatch is delayed at Customer's request or for other reasons not imputable to ClearDetections, risk shall pass to the Customer at the time originally specified for delivery. From this moment on, the shipments shall be stored and insured at Customer's expense and risk.
- 8.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these General Terms and Conditions, legal and beneficial title of the Goods shall not pass to Customer until ClearDetections has received full payment of the Goods and/or Services supplied by ClearDetections and Customer has repaid all money owed to ClearDetections, regardless of how such indebtedness arose.
- 8.4 Until payment has been made to ClearDetections in accordance with these General Terms and Conditions and the Agreement and title in the Goods has passed to Customer, the Customer shall be in possession of the Goods as bailee for ClearDetections and Customer shall store the Goods separately, in accordance with their nature and instructions of ClearDetections and shall insure the Goods against all reasonable risks.
- 8.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of ClearDetections. If the Customer nevertheless does so, all money owing by the Customer to ClearDetections shall (without prejudice to any other right or remedy of ClearDetections) forthwith become due and payable.
- 8.6 ClearDetections reserves the right to repossess any Goods in which the Customer retains title without notice. The Customer irrevocably authorises ClearDetections to enter the Customer's premises during normal business hours for the purpose of repossessing Goods in which ClearDetections retains title and inspecting Goods to ensure compliance with the storage and identification requirements of paragraph 8.4.
- 8.7 Customer's right to possession of Goods in which ClearDetections maintains legal and beneficial title shall terminate if;
- Customer commits or permits any material breach of its obligations under the Agreement(s) or these General Terms and Conditions;
 - any scheme or arrangement is made with the Customers creditors;
 - Customer is declared bankrupted or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - Customer has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof or any documents are filed or notice of intention to appoint an administrator is given by Customer or any of its directors or by any other qualifying party;
 - Customer winds up its business or otherwise ends its activities.

9. Guarantees and limitation of liability

- 9.1 Customer understands, acknowledges and accepts that purchasing or using any ClearDetections Good or Service shall be an implicit acceptance of the terms of use, legal restrictions and limitations set forth herein.
- 9.2 Customer is aware that;
- in case of any order to carry out R&D work, a certain result can never be guaranteed;
 - in case of any order to carry out analyses, the findings depend on many external factors (such as for instance materials, actions, the taking of samples) that ClearDetections is unable to influence, so that it can never be guaranteed that a next analysis of the same material will produce the same findings.
- 9.3 The ClearDetections Goods and Services, including test kits and corresponding reports provided by ClearDetections, are intended to serve as screening level tests only, and the analytical results, biological information and reports are not intended to be comprehensive, definitive or conclusive findings of the existence, absence, level or types of organisms and/or other analyte such as DNA for which the ClearDetections Goods and Services are intended or to be relied upon to take or abstain from taking any remedial or other action. ClearDetections does not warrant the accuracy and completeness of any such test or report and comparisons of data to analyte profiles in the related ClearDetections reports do not constitute and shall not be considered to be a warranty, either express or implied, as to the safety or biological status of the subject test sample. ClearDetections recommends further investigation be done before any action is taken.
- 9.4 While ClearDetections strives to maintain the highest possible quality control procedures, Customer assumes total responsibility and risk for its use of any ClearDetections test kit or report. ClearDetections does not warrant or guarantee any of customers own actions, analyses etc made/conducted on the basis of its Goods and/or Services
- 9.5 The Goods and Services provided by ClearDetections are provided "as is" without any representations and warranties of any kind including warranties of merchantability, or fitness for a particular purpose or lead to or guarantee any specific results. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all results, reports, advice, services, products, and/or other information provided by ClearDetections.
- 9.6 In no event will ClearDetections, its shareholders, its Group, or any of their respective agents, representatives or employees, be liable for any consequential, indirect, or incidental damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of or reliance on any ClearDetections Good or Service, including any ClearDetections test kit and corresponding reports, or the materials or information contained in any report or on website of ClearDetections, or any claim attributable to errors, omissions, or other inaccuracies of any test kit, report or at the website, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. ClearDetections' liability in all events is limited to, and shall not exceed, the purchase price paid for any such product or service.
- 9.7 The ClearDetections Goods may contain known hazardous substances and carcinogens. Use only as instructed. Customer shall not attempt to open any devices except as expressly instructed. Customer shall not modify or damage any ClearDetections Goods and shall not use any damaged or modified ClearDetections Goods.
- 9.8 ClearDetections does not warrant or guarantee that its Goods and/or Services or any use thereof are free from any claim of foreign or domestic patent infringement by a third party, and there are no warranties, express or implied, to such effect. ClearDetections' product offerings and instruction manuals, including Goods and Services as referred to herein, should not be construed as aiming to induce infringement of any foreign or domestic patent.
- 9.9 Customer shall guarantee that its materials, samples and the like to be used by ClearDetections are free of substances or other elements that may be hazardous to health or constitute any other danger. Customer is obliged to point out explicitly, in writing (the risk of) the presence of any such substances or elements, timely prior to the making available of these materials and the like. Customer shall be liable for any damage suffered by ClearDetections and/or its employees, auxiliary persons or any other third parties as a consequence of any breach of the guarantee provided in this paragraph, and shall indemnify ClearDetections against any third-party claim regarding any dangerous substances and/or substances detrimental to health they have made available. Without prejudice to the above provisions, ClearDetections shall at all times be entitled to refuse any material involving such risk factors.
- 9.10 With respect to the test kits supplied by ClearDetections, the only guarantee given is that until the expiration date indicated on the kit, these kits do not show any defects. If a kit is equipped with a verification test, the defect must be proven by the verification test result. In all other respects, the provisions of this article shall apply mutatis mutandis.
- 9.11 No new guarantee is given for replaced or repaired Goods and/or Services carried out once again.
- 9.12 The guarantee given by ClearDetections is limited to the Goods and Services. This limited warranty covers manufacturing defects in Goods encountered in normal non-commercial use of the Goods and/or Services and shall not apply to the following, including but not limited to:
- damage which occurs in shipment;
 - in the event normal wear and tear

- applications and uses for which this product was not intended;
- failures or problems which are caused by products or equipment not supplied by ClearDetections;
- accidents, misuse, abuse, neglect, in correct storage, misapplication, fire, water, lightning or other acts of nature;
- incorrect electrical line voltage, fluctuations or surges;
- damage caused by improper installation;
- alteration or modification to the Goods and/or Services;
- improper or unauthorized repair;
- exterior finish or cosmetic damage;
- failure to follow operation instructions, instructions for use, maintenance and environmental instructions etc.;
- use of non-ClearDetections or unauthorized parts, supplies, accessories or equipment which damage the Goods and/or Services or result in service problems;
- failures or problems due to incompatibility with other equipment;
- exceeding of the expiration date;
- in the event that the defects entirely or partially result from any government regulation regarding the nature or the quality of the materials applied or the quality of the goods supplied;
- inaccurate or imprecise information provided by Customer;
- defects arising in consequence of causes not imputable to ClearDetections.

9.13 Contrary to the above, ClearDetections shall never provide more extended guarantees for parts and/or goods purchased from third parties than it has received from its supplier.

9.14 ClearDetections shall never be obliged to fulfil its obligations under its guarantees, insofar as the costs it incurs there from are higher than the price agreed upon (excluding VAT) for the supply of Goods/provision of Services in question.

9.15 ClearDetections' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the price for the Agreement or the maximum insurance payment whichever is the highest.

9.16 In the event that a product liability claim is lodged against ClearDetections by a third party in direct or indirect connection with Customer in respect of a defect not imputable to ClearDetections, the Customer shall indemnify ClearDetections for all costs incurred thereby.

9.17 The limitations stipulated for ClearDetections in this article and other articles, or other exemptions from liability, shall likewise be stipulated for and on behalf of its employees, auxiliary persons, as well as for the parties from whom ClearDetections purchases supplied Goods and/or parts, also in the event of intentional act or omission or gross negligence. Customer shall indemnify ClearDetections against any such claims by any third parties in connection with the fulfilment of this Agreement.

10. Intellectual Property

10.1 ClearDetections shall at any time remain the party entitled to the IP.

10.2 ClearDetections shall be considered the party entitled to all rights of industrial and/or intellectual property, also if these rights have come into being within the framework of the Agreement

10.3 Upon prior written consent of ClearDetections, Customer shall have the right to publish the reports and recommendations delivered by ClearDetections, on the condition that the report is published word for word and wholly, and that ClearDetections is mentioned as the author.

10.4 Customer shall not be permitted to remove any indication with respect to copyrights, trade marks, trade names or other rights of intellectual or industrial property from the Goods and/or other materials or whatever tangible information supplied by ClearDetections.

10.5 Customer shall not be permitted to subject the contents of any Goods supplied by ClearDetections to any analysis or to have these subjected to any analysis. Customer shall exclusively be entitled to use test kits in accordance with the corresponding instructions for use.

10.6 Customer shall guarantee ClearDetections that at all times the use of any information, drawings, materials, knowhow, goods and the like provided by Customer or the application of any working methods prescribed by Customer is not in violation of any statutory regulation, material transfer agreement and/or third-party intellectual property right. Customer shall completely indemnify ClearDetections against any direct and indirect consequences of any claims which any third parties might enforce with respect to such regulations, agreements and/ or rights.

11. Confidentiality

11.1 Information supplied by ClearDetections to Customer for purposes of contract performances may not be used for other purposes of Customer nor disclosed to third parties.

11.2 ClearDetections shall – unless otherwise provided in these General Contact Terms and Conditions or the Agreement - likewise not disclose Customer's confidential information and trade secrets to third parties. Companies within the Group of which ClearDetections is part of, as well as subcontractors etc. are excepted.

11.3 Customer shall be obliged to observe confidentiality with respect to all information regarding the Goods, Services, information, the IP and rights referred to in 10.2 , as well as with respect to any other know-how and business information in the broadest sense of the word, originating from ClearDetections, that Customer has taken cognisance of within the framework of the Agreement, nor shall Customer use this information outside the scope of this Agreement.

12. Termination

12.1 ClearDetections shall be entitled to terminate the Agreement partially or entirely without notice of default and without judicial intervention by written notification with immediate effect if Customer is granted suspension of payments, if the involuntary liquidation of Customer has been petitioned for or if the enterprise of Customer is wound up or merges with other enterprises, if any goods of Customer are seized and this seizure is not withdrawn within one month, if Customer imputably fails in the fulfilment of its contractual obligations in respect of ClearDetections.

12.2 ClearDetections shall in no event be obliged to pay any compensation on account of termination based on this article.

12.3 In the event of termination of the Agreement, Customer shall send all Goods, materials, information and other possessions of ClearDetections as well as copies thereof provided they are not owned by Customer, to ClearDetections as soon as possible

12.4 In the event of termination of the Agreement, for whatever reason, the provisions with respect to confidentiality, intellectual property rights, payment, liability, applicable law and competent court shall remain in full force.

12.5 Should any of the provisions from these General Terms and Conditions appear null and void or be annulled, this shall not affect the legal effect of the remaining provisions. ClearDetections and Customer shall then consult together in order to agree upon new provisions to replace the null and void provision(s) or annulling provision(s), whereby the purpose and the meaning of the annulled or the annulling provision(s) shall be observed as much as possible.

13. Applicable law and place of jurisdiction

13.1 The parties rights and obligations arising out of or in connection with the Agreement and/or these General Terms and Conditions shall be governed construed interpreted and enforced according to the laws of the Netherlands. The application of the United Nations convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be instituted only before the competent courts of the Netherlands and the parties do hereby consent to the jurisdiction of those courts and waive any objection which they may have now or hereafter to the competence of those courts.