

# General Conditions

## Article 1. Applicability

- 1.1 These General Conditions apply to the complete range of products and services on the websites of ARTPred B.V. (ARTPred), being <http://www.ARTPred.com> and <http://www.ReceptIVFity.com>, and to all agreements entered with ARTPred.
- 1.2 General Conditions applicable to certain services and/or products apply only if they are expressly agreed.
- 1.3 General Conditions may only be varied if agreed in writing. In this case, the remaining provisions of the General Conditions are valid.
- 1.4 Any General Conditions of the customer shall not apply unless expressly agreed in writing by ARTPred.
- 1.5 The term "customer" refers to any natural or legal person or organization who has entered or will enter into contracts/purchase(s) of any kind with/from ARTPred.
- 1.6 By using the software, tools, kits, systems and/or placing an order with ARTPred, the customer accepts the General Conditions.
- 1.7 ARTPred can ask third parties to enable and/or to implement an agreement with the customer.
- 1.8 By ordering the microbiome kits the customer explicitly agrees that of those women we send in samples the anonymous data and materials to be used for further research in the field of fertility and the microbiome for a maximum of 10 years after collection.

## Article 2. Offers & Agreements

- 2.1 Offers or quotations will be regarded as an invitation to customers to make a purchase. ARTPred is in no way bound, unless in writing and clearly defined to uphold those offers or quotations. If the customer wants to use an offer or quotation, this will only lead to an agreement when the other provisions of Article 2 are met.
- 2.2 Offers and quotations are valid while supplies last.
- 2.3 An specific offer or quotation for a customer is valid for a period of three (3) weeks, unless a different period is stated in the tender.
- 2.4 A purchase of the customer as specified in Article 2.1 is deemed to have been made in one of the following conditions: - the customer specified exactly what product and/or service he wants to receive - the customer has the data entered on the appropriate input screen of the website or the completed order form is sent electronically to ARTPred and ARTPred received the order.
- 2.5 A contract is binding when a confirmation is sent by email to the email address specified by the customer. This Agreement may be revoked by ARTPred if the customer fails to apply to the General Conditions or has not met the General Conditions in the past. In that case ARTPred will notify this to the customer within ten working days after receiving the order.
- 2.6 The customer and ARTPred expressly agree that use of electronic communication constitute that a valid contract is established, once the conditions in Article 2.4 and 2.5 are met. In particular, the lack of an ordinary signature does not affect the binding of the offer and the acceptance thereof. The electronic files of ARTPred apply, as far as the law allows, as a presumption of evidence.
- 2.7 If the customer wishes to prematurely terminate the agreement, then the expenses already incurred of the ordered product/service will be paid by the customer at all times. In addition, the customer will pay 10% of the aggregate principal amount (including VAT, plus shipping) for administration. The customer receives an invoice that must be paid within 14 days.

## Article 3. Prices

- 3.1 All prices are in euros, in line with the legal regulations hereby, and are excluding VAT. For shipment to countries outside the Netherlands, there is a surcharge on the transportation cost.
- 3.2 Special offers are only valid while supplies last.
- 3.3 The customer is obliged to pay the price after its own confirmation and in accordance with ARTPred Article 2.5 of the General Conditions.

3.4 When the prices of the products and services increase in the period between the order and its payment, then the customer can cancel the order or terminate the agreement within the coming ten days after notification of the price increase by ARTPred.

#### Article 4. Payment

4.1 All (outdoor) court costs of any nature whatsoever which ARTPred had to make due to the failure of the customer to fulfil its (payment) obligations, are borne by the customer.

4.2 In case of late payment ARTPred is authorized to cancel the agreement with immediate effect or not to (further) supply until the customer has fulfilled its (financial) commitments. In addition 1% of interest is added to the amount that customer has to pay to ARTPred to fulfill its financial obligations for each month or part of the month that customer is late in paying ARTPred.

#### Article 5. Delivery and delivery time

5.1 The order will be confirmed to the customer within 2 business days via e-mail with a notification of price and order number.

5.2 Orders for sampling kits for diagnostic purposes are delivered as quickly as possible. Orders made before 16.00 pm on a business day are to be delivered within twenty (20) business days after receipt of the payment. The delivery deadline is 20 business days after receiving the order. Except for payments made in advance – delivery deadline is 20 business days after receiving the payment.

5.3 The customer has the right to cancel an order after a delivery time longer than 20 business days, unless technical problems are notified by ARTPred influencing the quality of the result. ARTPred will inform customer within the time limit of 20 days when such an event occurs.

5.4 If a product ordered by the customer is temporarily out of stock, ARTPred will give the customer an indication when the product is available again.

5.5 Delivery will be at the address of the customer, by mail or by providing access to the ARTPred database.

5.6 Once the orders/results are delivered at the specified delivery address, the risk of the products is passed to the customer.

5.7 From the moment the order has been delivered to the post, ARTPred is not responsible for damage or loss of orders during the shipping process.

5.8 The risk of damage or loss during transport of clinical samples belongs to the customer. Responsibility for handling of samples by ARTPred starts after receiving the samples in good shape at the laboratory.

#### Article 6. Right of retention

6.1 ARTPred has against any person, who desires handling of that, a right of retention on goods and documents that he or she has in connection with an agreement between ARTPred and against any person in their possession.

6.2 Against the sender/commissioning company or the receiver/addressee, ARTPred can place a right of retention on goods, monies and documents for that which is owed or will be owed, due to the sales of goods and services.

6.3 ARTPred can also exercise this right on that which will press on the goods by means of reimbursement.

6.4 ARTPred can also exercise the right of retention stated in paragraphs 6.2 and 6.3 for that which the distributor/dealer/sender/commissioning company still owes according to previous agreements.

6.5 As long as the goods have not arrived at their destination, ARTPred has the right to require from the sender/commissioning company, that security is provided for the freight and all claims ARTPred has and will have against the sender/commissioning company and has the right to delay the transport as long as the request for the provision of security is not met.

6.6 ARTPred is never liable for any damage resulting from a delay referred to in paragraph 6.5.

6.7 ARTPred has no responsibility nor moral duties when ethical concerns arise with clinical samples obtained by customer. This responsibility remains with the customer according to the laws and legislation of the country of origin of the clinical samples.

#### Article 7. Cancellations, Returns and Exchanges

7.1 If the customer wishes to prematurely terminate the agreement, then the expenses already incurred for transportation and/or laboratory work of the ordered product or sent sample will be paid by the customer. In addition the customer will pay 10% of the aggregate principal amount (including VAT, plus shipping) for administration. The customer receives an invoice that must be paid within 14 days.

7.2 The customer has the right to cancel an order after a delivery time longer than 20 business days.

7.3 Repayment in case of return, both the purchase amount as the cost of the return, takes place within ten business days after receipt of the returned product.

7.4 A customer can only return a product with an original invoice. Sent in (clinical) samples will not be returned by ARTPred to customers but will be destroyed. Unless otherwise agreed upon and documented on beforehand with the customer.

#### Article 8. Warranty and Liability

8.1 ARTPreds guarantee concerning the reliability and the quality of the products/service supplied by ARTPred is the same as (but no more than) the guarantee of the manufacturer of the product. ARTPred has during the guarantee period only a window function. When defects are the case ARTPred will pay for the shipping cost towards customers. Customers will pay for the shipping costs of (clinical) samples to ARTPred. ARTPred is not liable in any way shape or form in case of incorrect results of their ReceptIVFity test.

8.2 ARTPred is never obliged to pay damages to products or samples, in whatever form, to the customer or others unless there is intent or gross negligence on the part of ARTPred. ARTPred is never liable for consequential or business loss, indirect damage and loss of profits or turnover nor for clinical or medical consequences of results, or for interpretation of results to other parties or persons.

8.3 If ARTPred, for whatever reason, is bound to compensate any damage or damages, the amount will not exceed an amount equal to the invoice value of the product or service on which the damage is caused.

8.4 There can be no guarantee as to the normal use, wear and/or tear in the following cases: - when changes are made to the product, including unintended use or sampling procedure not authorized by the manufacturer provided - when the original invoice cannot be produced, is changed or made illegible - if caused by improper use - if damage is caused by intent, gross negligence or negligent maintenance.

8.5 The customer is obliged to indemnify ARTPred of any third-party claims against ARTPred in connection with the implementation of the agreement, if the law does not preclude the relevant damages and costs need to be paid by the customer.

8.6 ARTPred can put links to other websites on its website which may be interesting or informative for the visitor. Such links are purely informative. ARTPred is not responsible for the content of the website referred to or the use that can be made.

#### Article 9. Force majeure

9.1 In case of force majeure, ARTPred is not required to fulfil its obligations towards the customer. The obligation is suspended for the duration of the circumstances.

9.2 Force majeure shall mean any circumstance independent of its will, thus fulfilling its obligations to the customer wholly or partially prevented. Those circumstances include strikes, fires, business disturbances, power failures, non or late delivery by suppliers or other third parties and the absence of any means to obtain government authorization. Also, the term force majeure means failures in (telecommunications) networks or connections or communications systems used and / or at any time not available from the website.

#### Article 10. Intellectual Property

10.1 The customer acknowledges that all intellectual property rights to the information, communications or other expressions concerning the products, services, software, systems and/or on the website belongs to ARTPred, its suppliers or other claimants.

10.2 Intellectual Property Rights means patent, copyright, trademark, designs and design rights and/or other (intellectual property) rights, including whether or not patentable technical and/or commercial know-how, methods and concepts.

10.3 The customer is specifically not prohibited to use, including making changes, the intellectual property rights as described in this article, any reproduction, without the express prior written consent of ARTPred, its suppliers or other claimants.

#### Article 11. Personal

11.1 ARTPred will only process data of the customer in accordance with its privacy policy. The data will only be used to establish an agreement, optimize and deliver a product or service.

11.2 Data generated for the customer by ARTPred will be integrated in a general database to enable processing and comparison. The customer can retrieve the data at any time, use and/or view it.

11.3 ARTPreds privacy policy is conform the applicable Dutch privacy rule and relevant legislation.

#### Article 12. Applicable law and jurisdiction

12.1 On all legal relationships between customer and ARTPred Dutch law is applied.

12.2 The applicability of the Vienna Sales Convention is expressly excluded.

12.3 All disputes related to or arising out of ARTPreds offers or agreements with ARTPred will be submitted to the competent court in Amsterdam, unless the law explicitly stipulates a different competent Court.

12.4 ARTPred will always take into account moral and ethical considerations, especially when clinical samples are involved.

#### Article 13. Miscellaneous

13.1 Please send all correspondence regarding these Conditions or any agreement to ARTPred.com or ReceptIVFity.com, or to the email address(es) as indicated on the websites (through contact).

13.2 ARTPred strives to answer to its received e-mails within 5 business days.

13.3 The ARTPred sites are not responsible in the broadest sense of the word. ARTPred reserves the right to from time to time to modify or supplement the General Conditions. Use of these websites means you accept our General Conditions.

13.4 We ask you to check the address properly during the ordering process. If your address is not correct (please contact us) and thus your order is not received, we are not liable.

#### Article 14. Copyrights

14.1 The content and images of the websites [www.ARTPred.com](http://www.ARTPred.com) and [www.ReceptIVFity.com](http://www.ReceptIVFity.com) are wholly owned by ARTPred under Dutch law. Copying, reproduction or publication of a section of the website is not prohibited unless written permission has been granted.

14.2 Material on the site is wholly owned by ARTPred. The downloaded material cannot be used for commercial purposes. It is not permitted to download material from the website and then to claim copyright of the material.

14.3 ARTPred accepts no liability for any damage that may result from any use of the information on this website. Any use you, therefore make the information on this website is entirely at your own risk.

14.4 The website contains information but is in no way a medical advice or instruction that allow for a diagnosis or medical treatment.