

# Gemini bv

## Guantee Policy and General Terms and Conditions

### Guarantee

All used laboratory equipment that we offer on our website has been tested by our technical service and repaired if necessary. Before delivery, the equipment is - if possible - inspected in accordance with NEN 3140. In addition, we offer a standard one month warranty (exceptions reserved) for our equipment.

If, nevertheless, a malfunction occurs in the equipment within the warranty period, please contact us. If we cannot resolve the complaint "remotely", you can return the device to us for a free repair.

### General terms and conditions Gemini bv

Gemini B.V.

Princes Beatrixlaan 301

7312 DG Apeldoorn

### Article 1 Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise:

Gemini B.V. : the user of these general terms and conditions;

Other party: the other party of Gemini B.V., acting in the exercise of a profession or business;

Agreement: any agreement between Gemini B.V. and counterparty.

### Article 2 General

1. The provisions of these general terms and conditions apply to every offer and every agreement between Gemini B.V. and a counterparty to which Gemini B.V. has declared these conditions applicable, insofar as the parties have not deviated from these conditions explicitly and in writing.

2. If one or more provisions in these general terms and conditions are null or void, the other provisions of these general terms and conditions will remain fully applicable. Gemini B.V. in that case, will consult the other party in order to agree new provisions to replace the invalid or nullified provisions, whereby if and as far possible the purpose and purport of the original provision will be observed.

### **Article 3 Offers and quotations**

1. The Gemini B.V. quotations made are without obligation; they are valid for 1 day unless otherwise indicated. Gemini B.V. is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 1 day.
2. Delivery times in offers from Gemini B.V. are indicative and, if exceeded, do not give the other party the right to dissolution or compensation, unless expressly agreed otherwise.
3. The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies, disposal fee, as well as shipping and any transport and packaging costs, unless expressly stated otherwise.
4. If the acceptance deviates (on minor points) from the offer included in the quotation, Gemini B.V. is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Gemini B.V. otherwise.
5. Prices, offers and product information as stated on the Gemini B.V. website. are subject to change.
6. A composite quotation required Gemini B.V. not to supply part of the goods or assignment included in the offer or quotation at a corresponding part of the stated price.
7. Offers or quotations do not automatically apply to repeat orders or follow-up / future orders.

### **Article 4 Execution of the agreement**

1. Gemini B.V. will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar as required for the proper execution of the agreement, Gemini B.V. has the right to have certain work performed by third parties.
3. The other party ensures that all data, of which Gemini B.V. indicates that these are necessary or of which the other party should reasonably understand that they are necessary for the execution of the agreement, are provided to Gemini B.V. in time. If the information required for the execution of the agreement is not sent to Gemini B.V. in time, Gemini B.V. has the right to suspend the performance of the agreement and / or to charge the other party for additional costs arising from the delay at the usual rates.
4. Gemini B.V. is not liable for damage of any kind, because Gemini B.V. is based on incorrect and / or incomplete information provided by the other party, unless this inaccuracy or incompleteness for Gemini B.V. should be knowable.
5. If it has been agreed that the agreement will be executed in phases, Gemini B.V. suspends the implementation of those parts that belong to a subsequent phase until the other party has approved the results of the preceding phase in writing.
6. If Gemini B.V. or third parties engaged by Gemini B.V. will perform work in the context of the assignment at the location of the other party or at a location designated by the other party, the other party will provide the facilities reasonably required by those employees free of charge.

7. The other party indemnifies Gemini B.V. for any claims by third parties who suffer damage in connection with the execution of the agreement and which is attributable to the other party.

## **Article 5 Delivery**

1. Delivery takes place ex business premises of Gemini B.V., unless otherwise agreed.

2. Delivery takes place exclusively to companies.

3. The other party is obliged to purchase the goods at the moment Gemini B.V. delivers it or has it delivered to him, or at the moment when it is made available to him according to the agreement. This time will, if possible and approximate, be determined in advance.

4. If the other party refuses to take delivery or fails to provide information or instructions that are necessary for the delivery, Gemini B.V. is entitled to store the goods at the expense and risk of the other party. The aforementioned circumstances cannot be cited by the other party as a reason for exceeding the payment term.

5. If the goods are delivered, Gemini B.V. is entitled to charge any delivery and handling costs. In that case, these will be invoiced separately. Before delivery Gemini B.V. will give an indication of the expected delivery and handling costs.

6. If Gemini B.V. needs information from the other party in the context of the execution of the agreement, the delivery time will commence after the other party sends it to Gemini B.V. or after the other party has made the information available.

7. If Gemini B.V. has specified a term for delivery, this is indicative. A specified delivery time is therefore never a strict deadline. If a term is exceeded, the other party must provide Gemini B.V. to be in default in writing.

8. Gemini B.V. is entitled to deliver the goods in parts, unless this has been deviated from by agreement or the partial delivery does not have an independent value. Gemini B.V. is entitled to invoice the delivered parts separately.

9. The user is responsible for calibrating and / or recalibrating Gemini B.V. supplied equipment.

## **Article 6 Contract duration; execution time**

1. The agreement between Gemini B.V. and the other party is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.

2. If a term has been agreed for the completion of certain activities within the term of the agreement, this is never a strict deadline. If the execution period is exceeded, the other party Gemini B.V. therefore to be in default in writing.

## **Article 7 Research, complaints**

1. The other party is obliged to inspect the goods and services supplied at the time of delivery or delivery, but in any case within the shortest possible time. In doing so, the other party should

investigate whether the quality and quantity of the delivered goods correspond with what has been agreed, or at least meet the requirements that apply in normal (trade) traffic. Any notice of default must contain as detailed a description as possible of the shortcoming, so that Gemini B.V. is able to respond adequately. The receipt and handling of a notice of default does not acknowledge the complaint by Gemini B.V. in.

2. Any visible defects or shortcomings belong to Gemini B.V. in writing within three days of delivery. to be reported. Invisible defects or shortcomings should be reported within 5 working days after discovery, but no later than 1 month after delivery.

3. If a complaint is made in time as a result of the previous paragraph, the other party will remain obliged to purchase and pay for the purchased goods and / or services. If the other party wishes to return defective goods, this will be done with the prior written permission of the Gemini B.V. in the manner as by Gemini B.V. indicated.

### **Article 8 Fees, price and costs**

1. The Gemini B.V. prices used are exclusive of VAT and any other levies, as well as any costs to be incurred under the agreement, including shipping and handling costs, unless stated otherwise.

2. Gemini B.V. may pass on price increases, among other things, if significant price changes have occurred between the time of the offer and the execution of the agreement with regard to, for example, exchange rates, wages, raw materials, semi-finished products and packaging materials.

### **Article 9 Amendments to the agreement**

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change and / or supplement the work to be performed, the parties will timely and in mutual consultation adjust the agreement accordingly in writing.

2. If the parties agree that the agreement will be changed and / or supplemented, the time of completion of the execution can be influenced by this. Gemini B.V. will inform the other party as soon as possible.

3. If the change and / or addition to the agreement has financial and / or qualitative consequences, Gemini B.V. inform the other party in advance.

4. If a fixed rate has been agreed, Gemini B.V. indicate to what extent the change or addition to the agreement will result in this fixed rate being exceeded.

### **Article 10 Payment**

1. Payment must be made within 14 days after the invoice date, on a by Gemini B.V. method to be indicated in the currency in which the invoice is issued. Objections to the amount of the invoices do not suspend the payment obligation.

2. If the other party fails to pay within the period of 14 days, the other party will be in default by operation of law. The other party will then owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest on the claimable amount

will be calculated from the moment that the other party is in default until the moment of payment of the full amount.

3. Gemini B.V. reserves the right to agree that products are paid by the other party in cash or by bank before or at the time of delivery.

4. In case of liquidation, bankruptcy, attachment or suspension of payment of the other party, the claims of Gemini B.V. immediately due and payable on the other party.

5. Gemini B.V. has the right to have the payments made by the other party go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal and accrued interest. Gemini B.V. can, without being in default, refuse an offer for payment, if the other party designates a different sequence for the allocation. Gemini B.V. can refuse full repayment of the principal, if the outstanding and accrued interest as well as the costs are not also paid.

### **Article 11 Retention of title**

1. All by Gemini B.V. delivered goods remain the property of Gemini B.V. until the other party fulfils all the following obligations from all with Gemini B.V. concluded agreements have been fulfilled.

2. The other party is not authorized to pledge the goods falling under the retention of title or to encumber them in any other way.

3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the other party is obliged to use Gemini B.V. as soon as can reasonably be expected to be informed.

4. The other party undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to provide the policy of this insurance for inspection on first request.

5. By Gemini B.V. delivered goods, which fall under the retention of title under the provisions of 1. of this article, may only be resold in the context of normal business operations and may never be used as a means of payment.

6. In case Gemini B.V. the other party already grants Gemini B.V. unconditional and irrevocable permission to exercise its property rights as referred to in this article. or by appointing third parties to enter all those places where the properties of Gemini B.V. are located and to take those things back.

### **Article 12 Warranty**

1. Gemini B.V. guarantees that the goods to be delivered meet the usual requirements and standards that can be imposed on them and are free from any defects.

2. The warranty referred to under 1. applies for a period of time specified by the Gemini B.V. indicated period, depending on the product purchased by the other party or by Gemini B.V. service provided.

3. If the delivered goods or services do not meet these guarantees, Gemini B.V. the item or service within a reasonable period after written notification from the other party, at the option of Gemini

B.V. replace or repair. Return of goods by the other party takes place in the manner as by Gemini B.V. indicated and always in consultation. In case of replacement, the other party already commits the item to be replaced to Gemini B.V. to return the property to Gemini B.V. to provide.

4. The warranty referred to in this case does not apply if the defect arose as a result of improper or improper use or if, without written permission from Gemini BV, the other party or third parties have made changes or attempt to make or use the item. for purposes for which the item is not intended.

5. If Gemini B.V. warranty provided concerns an item produced by a third party, the warranty is limited to that provided by the producer of the item.

### **Article 13 Collection costs**

1. If the other party is in default or fails to fulfil one or more of its obligations, all reasonable costs incurred in obtaining satisfaction out of court will be borne by the other party. In any case, the other party will owe collection costs in the event of a monetary claim. The collection costs are calculated in accordance with the methods generally recognized in Dutch debt collection cases.

2. If Gemini B.V. higher costs, which were reasonably necessary, are also eligible for reimbursement.

3. Any reasonable judicial and execution costs incurred are also for the account of the other party.

4. The other party will owe interest on the collection costs incurred.

### **Article 14 Suspension and dissolution**

1. Gemini B.V. is authorized to suspend the fulfilment of the obligations or to dissolve the agreement if:

a. The other party does not or not fully comply with the obligations under the agreement.

b. After entering into the agreement Gemini B.V. circumstances that come to light give good reason to fear that the other party will not fulfil its obligations. If there is good reason to fear that the other party will only partially or improperly fulfil its obligations, the suspension is only permitted insofar as the shortcoming justifies it.

c. The other party was requested to provide security for the fulfilment of its obligations under the agreement when the agreement was concluded and that this security is not provided or is insufficient.

2. Furthermore, Gemini B.V. authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that fulfilment of the agreement is impossible or can no longer be demanded according to the standards of reasonableness and fairness or if circumstances arise that are of such a nature that unaltered maintenance the agreement cannot reasonably be expected.

3. If the agreement is dissolved, the claims of Gemini B.V. immediately due and payable on the other party. If Gemini B.V. suspends fulfilment of the obligations, he retains his rights under the law and the agreement.

4. Gemini B.V. always reserves the right to claim full compensation.

## **Article 15 Liability**

1. If by Gemini B.V. delivered goods are defective, the liability of Gemini B.V. towards the other party limited to what is arranged in these conditions under "Guarantees".
2. If Gemini B.V. is liable for direct damage, then that liability is limited to a maximum of the invoice amount, at least that part of the agreement to which the liability relates. The liability is at all times limited to a maximum of the amount paid by the insurer of Gemini B.V. benefit to be provided where appropriate.
3. Direct damage exclusively means:
  - a. The reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
  - b. Any reasonable costs incurred due to the poor performance of Gemini B.V. to comply with the agreement, unless this defect is not to Gemini B.V. can be attributed;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
4. Gemini B.V. is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
5. Gemini B.V. is not liable for the product's own properties.

## **Article 16 Indemnities**

1. The other party indemnifies Gemini B.V. for claims by third parties with regard to intellectual property rights to materials or data provided by the other party that are used in the execution of the agreement.

## **Article 17 Transfer of risk**

1. The risk of loss or damage to the products that are the subject of the agreement is transferred to the other party at the moment when they are legally and / or actually delivered to the other party and thereby under the control of the other party or of a party to be wise third parties are brought.
2. All risk of transport of goods to be delivered or delivered rests with the other party, both with regard to direct and indirect damage, unless expressly agreed otherwise.

## **Article 18 Force majeure**

1. The parties are not obliged to comply with any obligation if they are hindered to do so as a result of a circumstance that is not due to fault and is not for their account under the law, a legal act or prevailing opinions.
2. Force majeure means in these general terms and conditions, in addition to what is understood in this respect in law and case law, all external causes, unforeseen, on which Gemini B.V. cannot exercise influence, but as a result of which Gemini B.V. is unable to fulfil its obligations. Strikes in the company of Gemini B.V. are included.
3. Gemini B.V. is also entitled to invoke force majeure, if the circumstance that prevents (further) fulfilment occurs after Gemini B.V. should have fulfilled his commitment.
4. Parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.
5. Insofar as Gemini B.V. at the time of the occurrence of force majeure, its obligations under the agreement have been partially fulfilled or will be able to fulfil them, and the part fulfilled or to be fulfilled has independent value, Gemini B.V. entitled to invoice the already fulfilled or to be fulfilled part separately. The other party is obliged to pay this invoice as if it were a separate agreement.

#### **Article 19 Disputes and applicable law**

1. The judge in the place of business of Gemini B.V. is exclusively authorized to take cognizance of disputes. Nevertheless, Gemini B.V. the right to submit the dispute to a court that has jurisdiction according to the law.
2. Parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.
3. On any agreement between Gemini B.V. and the other party is subject to Dutch law.

#### **Article 20 Change, explanation and location of the conditions**

1. These conditions have been deposited at the office of the Chamber of Commerce East Netherlands under number 08072607.
2. In the event of an explanation of the content and scope of these general terms and conditions, the Dutch text will always be decisive.
3. The most recently filed version or the version applicable at the time of the conclusion of the agreement shall always apply.
4. The General Terms and Conditions can be viewed on the website [www.geminibv.nl](http://www.geminibv.nl).