

# Terms and Conditions of Business

(September 2008)

Within this document BECKMANN BIO s.p.r.l., further “BECKMANN BIO”, indicates the terms of conditions that it uses to supply products and services to respective clients. If an order is placed by a client and accepted by “The Company”, BECKMANN BIO assumes that the client has accepted the terms and conditions in this document.

## Definitions

This document contains a number of terms that are defined according to the below:

“**The Client(s)**” – individuals, private or affiliated to organizations that seek to do business with BECKMANN BIO.

“**Documents**” – these are customized documents and deliverables of BECKMANN-Bio or pre-prepared products of BECKMANN BIO i.e. “SOP Strategic Marketing” or “SOP Branding and Differentiation”.

“**Services**” – these are customized services which BECKMANN BIO provides as specified and described in a respective Service Agreement.

“**Service Agreement**” – the agreement between BECKMANN BIO and a Client to agree the specific terms of the collaboration and outlining the service and deliverables to be provided.

“**Intellectual Property Rights**” – these are patents, designs, trademarks, methodologies, analytics tools and frameworks, relationships and service marks that BECKMANN BIO may utilize during the course of its business (whether registered or unregistered).

“**Fees**” – these are the fees, hourly rates, daily rates or lump sums that are payable by Clients when they receive the Services agreed in a Service Agreement with BECKMANN BIO, as set out in general terms in this document and as specified in a Service Agreement.

“**BECKMANN BIO**” – this denotes BECKMANN BIO s.p.r.l., registered in Belgium in Nivelles under the number 0895.400.268 and with the VAT/TVA number: BE0895.400.268.

“**Personnel**” – all individuals or “contractors” that are employees of Client organizations.

“**Loss**” – breach of duty in contract, tort, negligence, financial profits, business interruption, liabilities to third parties

## Terms and Conditions

We, BECKMANN BIO, shall provide Documents and Services to The Client and will endeavor to use all possible skill and care in their production and delivery. Within reason we will attempt to meet timescales, delivery requirements and other specifications as laid out in a Service Agreement and/or these Terms and Conditions of Business.

### *The Ordering Process*

We, BECKMANN BIO, shall consider an order to be valid when the Service Agreement is signed by both parties. If an order is submitted by e-mail then we will consider the order valid on receipt of your e-mail with your written acceptance.

## ***Documents***

When we submit to you Documents these will be in “.PDF” format. We will make every effort to ensure that the presentation and format of Documents meet our quality specifications in terms of layout, design and graphical representation. If you request our documents to be submitted to you in another format i.e. “.PPT” (Microsoft Powerpoint format) we cannot be held responsible for how Documents are represented when viewed on other computer workstations.

## ***Product Licenses***

When we submit Documents to you we grant you a non-exclusive, non-transferable license to use the Intellectual Property Rights for you own business purposes at the site(s) or regions set out in the accepted order. Persons at the site(s) or regions may browse, copy or download Documents we have submitted to you.

The Client must accept the legal and beneficial interest of BECKMANN-Bio related to its production of Documents and Services in connection with its ongoing business operations. You should notify us if you or any user becomes aware of any unauthorized use of Documents and Services.

## ***Warranties***

We will provide to you Documents and Services with reasonable skill and care. We, however, can't guarantee that Documents and Services will be completely free of inadvertent errors that were generated during their production. We also cannot warrant that our Documents will always meet your present particular circumstances or requirements or those that may become apparent in the future.

## ***Disclaimers***

Documents and Services may contain recommendations, predictions, forecasts, viewpoints, judgments and statements pertaining to our experience, knowledge and research and analysis technique. Clients assume sole responsibility of the use and appropriateness of Documents and Services of BECKMANN BIO.

Documents and Services may contain links to third-party websites of which we have no control. These links are provided for information or citation purposes only. We do not imply endorsement of the material on these websites and cannot be held liable for their contents and your interpretation of their contents.

BECKMANN BIO has taken reasonable steps to ensure that Documents and Services are free from computer viruses or items that could have a contaminating or destructive capability to your computer systems. We assume that it is your responsibility to ensure The Documents meet the requirements of your computer systems.

## ***Liability***

In general the liability of BECKMANN BIO is limited to the value of Documents or Services provided. BECKMANN BIO cannot be held liable for any client loss that is incurred from Documents or Services being unavailable. Examples (non-exhaustive) of loss can include a Client's breach of duty in contract, tort, negligence, financial profits, business interruption, and liabilities to third parties.

## ***Intellectual Property Rights and Indemnities***

Clients should indemnify BECKMANN BIO from any losses, damages and expenses incurred by us caused by any infringement of our rights, Services or Documents by any individual in breach of a Service Agreement and these Terms and Conditions of Business as a result of your use of our Documents and Services outside an agreement. In return we will indemnify you in full for any infringement or threatened infringement of any of our Intellectual Property Rights (or those of our licensors), which we have licensed or made available to you under these Terms.

## ***Fee***

Fees for Documents and Services are made clear at time of order prior to acceptance. The Fees become payable on receipt of our invoice and are exclusive of VAT (Belgium) which will be added to the agreed sum in total where appropriate. By ordering Documents and Services you waive any right to set off counterclaims against Fees.

BECKMANN BIO requires that Fees be paid in full **28 days** after receipt of initial invoice.

If you do not settle the outstanding invoice within this period interest will accrue at a rate of one and half **(1.5%)** per month or as agreed within the Service Agreement. We will also write to you to modify the payment terms for any further orders, suspend our delivery of further Documents and/or Services to you or put in place mechanisms where we may secure your payment obligations.

## ***Termination***

BECKMANN BIO reserves the right to terminate a Service Agreement immediately if you breach the conditions set out in this Service Agreement and/or these Terms and Conditions of Business or you infringe any of our Intellectual Property Rights. If you become subject to an administration order or go into liquidation so that you cease to carry on business we will terminate the Service Agreement.

## ***Variation***

BECKMANN BIO reserves the right to modify any part of these Terms and Conditions of Business at any time. Should such changes occur we will inform you in writing and post the changes on our website. It will be assumed that you accept the changes unless you express otherwise in writing.

## ***Publicity***

BECKMANN BIO will not publicize the terms or the existence of this relationship or make any statement about Documents and Services to any third party without the prior written consent of the other party. We ask that clients acknowledge the equivalent in that they also do not publicize this relationship to third parties including companies supplying similar documents and services to their business.

## ***Force Majeure***

If our obligations under a Service Agreement and/or these Terms and Conditions of Business cannot be met due to circumstances beyond our control we shall not be held liable for any delay or failure to provide, perform or deliver a particular Document or Service. Events (including and not limited to) could include failure of third-party supplier, earthquake, fire, labor dispute, riot, governmental action, failure of computer equipment or changed regulatory requirements.

## **Company Details**

The full name of our company is “BECKMANN BIO s.p.r.l.”. We are registered in Nivelles, Belgium under company registration number: 895.400.268.

Our VAT number is BE0895.400.268.

### ***Registered Address***

**BECKMANN BIO** sprl  
Avenue Minerve 11  
1410 Waterloo  
Belgium

### ***Internet***

Website: [www.BECKMANN-BIO.com](http://www.BECKMANN-BIO.com)

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