General Terms and Conditions SEQme s.r.o.

The present General Terms and Conditions are issued in various language versions. In case of doubt, the English version hereof shall prevail. Other language versions of these Terms and Conditions shall serve for informative purposes only.

Article 1 - Applicability and Basic Definitions
1. These terms and conditions (hereinafter the “Terms and Conditions”) shall regulate all contractual arrangements between SEQme s.r.o., ID No.: 24312819, VAT No.: CZ24342189, with registered office at Dlouhá 176, 263 01 Dobříš, entered in the Commercial Register kept on file at the Municipal Court in Prague, Section C, Insert 199567, Czech Republic (hereinafter the “Provider”) and the customer as the buyer of the services or goods (hereinafter the “Customer”) supplied by the Provider, unless expressly agreed otherwise in writing.
2. The goods and services within the meaning of paragraph 1 of this Article include:
   a. Customer training (hereinafter “Training”),
   b. Laboratory analyses (hereinafter the “Analyses”).
3. The terms and conditions agreed on the basis of the Provider’s bid submitted to the Customer, or on the basis of an agreement entered into between the Customer and the Provider.
4. The following definitions shall serve for the purpose of these terms and conditions:
   a. Agreement is any agreement established upon the acceptance of the Provider’s offer, pursuant to which the Provider shall supply goods or render services to the Customer.
   b. Samples are any chemical, biological or physical materials which the Customer submits to the Provider, typically for the purpose of an Analysis.
   c. Analysis is the laboratory analysis of a provided sample, with the use of methods and produces, and to the extent specified in the purchase order.
   d. Servicing works mean all repairs, maintenance works, fault diagnostics, calibration, and similar activities relating to the operation of devices, including the supply of spare parts.
   e. Website means the website available at www.seqme.eu.
4. Except for the present Terms and Conditions and any specific terms and conditions agreed directly between the Parties, the Agreement does not contain any other provisions which may be in conflict with the present Terms and Conditions, or any other contractual terms and conditions, especially the Customer’s terms and conditions, even if the Provider has been fulfilling this Agreement without an express refusal of such terms and conditions.

Article 2 - Purpose of Agreement

Training
1. The Provider shall regularly publish a list of available training sessions on its website. The Customer and the Provider agree that by ordering Training via the Provider’s Website, a contract negotiated at the distance shall be entered into whose inseparable part are also these terms and conditions. The subject matter of such a contract is especially the Provider’s commitment to carry out the Training and the Customer’s commitment to pay the price for such Training to the Provider. The Agreement shall be deemed entered into upon the Provider’s confirmation of the Training registration (electronically).
2. Further to the Customer’s specific requirements, the Provider may issue a customized offer for training and related services (hereinafter the “Customized Offer”). For each Customized Offer, a service agreement or a similar deed is entered into between the Provider and the Customer. In case of dispute the terms and conditions of the Customized Offers shall have precedence over the present Terms and Conditions.
3. The Provider accepts no responsibility for ensuring that the ordered services comply with the Customer’s requirements and needs. The Customer shall clarify requirements and needs adequately in advance prior to the provision of the services.
4. The Provider is not responsible for ensuring that the Customer participating in a Training session organized by the Provider complies with the requirements necessary for the successful completion of the Training. The Customers can check the prerequisites and conditions for the successful completion of Training courses on the Provider’s Website.
5. The Provider has sole and exclusive ownership of all rights related to the title and contents of the Training, including all copyright and other intellectual property rights therein. The Provider reserves the right to use any feedback or photographs collected in relation to the Training for marketing / promotional purposes. All photographs taken in relation or during the Training are owned by the Provider exclusively.
6. The Provider reserves the right, regardless of the condition of the employees or other persons (third parties) for the provision of the work or services.
7. The Provider shall be entitled to refuse the participation of a Customer in a Training course. Furthermore, the Provider reserves the right to refuse enrolment or applications from the number of potential trainees does not reach the applicable limit, always no later than 5 working days prior to the Training date. The Provider shall promptly notify the Customer - trainee, about the cancellation of the Training.
8. Should the Customer cancel an application between 15 and 6 working days prior to the first day of the Training session, the Providers shall be entitled to charge the Customer 50% of the Training fee. Should the Customer cancel an application less than 5 working days prior to the first day of the Training session, the Providers shall be entitled to charge the Customer 100% of the Training fee. The Customer is entitled to find a substitute - a new Training participant to replace the Customer, subject, however, to the Provider’s consent.

Analyses
1. The Provider shall accept purchase orders for Analyses via the Website unless agreed otherwise. The Customer and the Provider agree that by ordering Analyses via the Provider’s Website, a contract negotiated at the distance shall be entered into whose inseparable part are also these terms and conditions. The subject matter of this contract for work is especially the Provider’s commitment to carry out the laboratory Analyses of Samples, and the Customer’s commitment to pay the price for such Analyses.
2. The Provider provides details regarding the preparation of Samples with the desired results. Even Analyses under which the desired results are not reached will be considered duly completed.
3. The Provider shall commence the Analysis as of the moment of Samples acceptance. The results are accepted by the Customer, who is responsible for the carrier, the risk of damage or loss shall be on the Customer’s side and the Customer shall not be entitled to raise any claims for damages against the Provider. The Provider undertakes to store the samples in such a manner that the samples cannot be damaged or misused. The Customer undertakes to inform the Provider about special conditions for Sample handling and storage.
4. All samples must be duly marked so as to avoid any confusion; the marking must correspond with the Analysis specification and must be unambiguous. Should the Customer fail to comply with these requirements, the Provider shall be entitled to withdraw from the contract for work.
5. The Provider undertakes to carry out the Analyses with due expertise and care; however, the Provider does not guarantee that the Analysis will have the desired results. Even Analyses under which the desired results are not reached will be considered duly completed.
6. The Provider undertakes to submit the Samples back to the Customer upon the Customer’s request and at the Customer’s cost and risk. Otherwise, the Provider shall not be obliged to send the Samples back, regardless of the outcome of the Analysis. Samples that are not accepted by the Customer or are sent back and handed over and accepted on the date on which the results are made available within the Customer’s user profile on the Website or handed over differently. The Provider shall not be held liable for the interpretation of the results and the conditions to which they are subject. In any case, samples are not sent back and handed over.
7. The Provider will typically submit the Analysis results to the Customer electronically, via the Website. The Provider shall notify the Customer about the handover by e-mail. The work shall be deemed handover on or before the date on which the results are made available within the Customer’s user profile on the Website or handed over differently. The Provider shall not be held liable for the interpretation of the results and the conditions to which they are subject.
8. The Provider shall send the Samples back to the Customer, upon the Customer’s request and at the Customer’s cost and risk. Otherwise, the Provider shall not be obliged to send the Samples back, regardless of the outcome of the Analysis. Samples that are not accepted by the Customer or are sent back and handed over.
9. The Provider is entitled to make an distinction between use of the Provider’s technical know-how, working procedures, methodologies, software and experience for its own purposes, even if these are the result of activities carried out on the basis of an agreement with the Customer. The Provider is entitled to make use of the Analysis (excluding Customer’s confidential information and intellectual property rights therein) solely for its internal purposes. The Customer is entitled to make unlimited use of the Analysis and Results.

Other Supplies and Services
1. Any other business transactions, not specified elsewhere in the present Terms and Conditions, shall as a general rule be concluded on the basis of purchase orders.
2. Purchase orders are accepted in writing, by mail or in person, via the Internet or e-mail. Price quotations shall be based on the rates specified in the Provider’s valid written bid, or prices valid as of the date of the receipt

Purpose of Agreement

Applicability and Basic Definitions

Other language versions of these Terms and Conditions shall serve for informative purposes only.
of the purchase order. The bids issued by the Provider are time limited for 1
month unless specified differently in the bid itself.

3. Purchase orders shall be valid as of the Provider’s confirmation,
submitted in writing or electronically.

4. Unless otherwise agreed in writing, the Provider provides the Customer
with a 90-day warranty period for the servicing works performed. The
warranty period only applies to the works performed and the spare parts
supplied. The warranty period shall not apply to any damage resulting from
the Customer’s failure to follow the instructions of the Provider or the manufacturer relating to the operation or maintenance of the
devices on which any servicing works have been performed.

5. In the case of consumables and reagents supplied by the Provider, the
warranty period is provided for the condition of any device used in accordance
with the manufacturer’s instructions are complied with and on the
date of expiration thereof which the Customer must prove when submitting a
claim.

6. In case of servicing works - repairs of computers and other data
media or updates of their software, the Provider shall not be held liable for
to or loss of the data stored on such media and shall be
to delete or change such data during servicing works.

7. Should the Customer complain of any servicing work and should such
complaint be justified, the Provider shall decide at its own discretion on how
to perform additional repairs, including repairs of broken parts or their
additional replacements, if any. The Provider shall not be held liable for any
other indirect costs accruing at the rate of 0.05% of the outstanding amount for each day of the
extension of the deadline, and the possibility of the withdrawal as a consequence of the

1. The Customer and the Provider have agreed that the price for the services shall be determined on the basis of the Provider’s valid list price, unless otherwise agreed in writing. The Provider’s current price list is available on the Website or made available upon the Customer’s request. VAT shall be charged in addition to the price, in accordance with the applicable legal regulations. All incidental costs and payments, such as freight, customs and bank fees, etc. shall be borne by the Customer and may not be deducted from the price of the services.

2. If the Customer prepays any Analyses in advance, the price for each
Analysis shall be based on the date of the Sample acceptance by the Provider.

3. Invoices - tax certificates issued by the Provider shall fall payable
fourteen days following the date of issue, unless agreed otherwise.

4. The invoices for the servicing works performed, if issued based on a
reporting service. The servicing report shall be completed by an employee
of the Provider and signed by the Customer, which signature confirms that the
services performed are accepted by the Customer.

5. The invoices for servicing works performed on the basis of servicing
contracts are issued at the beginning of the period agreed for the provision of
this activity, unless agreed otherwise.

6. As a general rule, the Provider shall send invoices electronically, to the
address specified in the contractual arrangement. The Customer, unless agreed otherwise. The Customer shall promptly inform the Provider about any changes to the
Customer’s electronic billing address. In doubts, invoices shall be deemed
delivered on the date on which they are sent electronically to the last
known electronic address of the Customer (the electronic address of the
Customer’s accounting department, alternatively to the Customer’s
electronic address which is publicly available (for example the Customer’s website).

7. Should the Customer default on the settlement of the price for the
services or any part thereof, the Customer shall pay the Provider a penalty
accruing at the rate of 0.05% of the outstanding amount for each day of the
delay. Paying this penalty has no effect on Provider’s claims for damages.

8. If a deadline is set in the report on services delivered, the
of the delivery of goods. If a delivery deadline is set in the
purchase order confirmation, the corresponding period shall commence
only after the receipt of the Customer’s advance payment, i.e. the crediting
thereof to the Provider’s account.

9. Article 4 - Deadlines and Disclaimer

1. Unless otherwise agreed in writing, any deadlines set out by the
Provider for the performance under this Agreement shall be deemed
approximate only. The Provider shall not be liable for any loss, expenses,
claims or damage caused by late delivery. If no deadlines are set out, the
provision of services shall be completed within a reasonable period of time,
which, however, shall not exceed 60 days.

2. Failure to comply with any deadline for the provision of certain services
shall only entitle the Customer to withdraw from the Agreement if:

a. The Customer has reminded the Provider in writing about the possibility of the withdrawal as a consequence of the Customer’s breach of the
deadline, and

b. The Provider has failed to comply with its contractual obligations even
during a reasonable extended deadline set out by the Customer.

3. The Provider recognizes the right to disclaim the liability for any partial
or full non-compliance with the contractual duties as a consequence of the
occurrence of force majeure. Force majeure shall include, but not be limited
to, natural disasters, strikes or similar events in the Czech Republic or in
the country of the origin of the spare parts or other material necessary for
the successful completion of the Analyses. If an Agreement is terminated
as a consequence thereof, the Customer shall pay for all rendered or rendered
services shall be charged in accordance with the present Terms and
Conditions.

4. The Provider hereby declares that the Provider has taken out an
insurance policy for the entrepreneur’s third party liability insurance.

5. Each of the Parties shall be responsible for damage, in accordance
with the general legal regulations and the Terms and Conditions. Both
Parties undertake to exert maximum effort to prevent the occurrence of
damage and to minimise the effects of any damage occurring.

6. Neither Party shall be liable for damage caused by a factually incorrect
or otherwise faulty specification received from the other Party.

7. The Parties have agreed that any claim for damages resulting from the
breach of the Agreement, in accordance with Article 3 (5) of the
Terms and Conditions, shall be limited to an amount corresponding to the
price for the services rendered by the Provider under the Agreement
and paid by the Customer.

8. Both Parties hereby declare claims for lost profit, and lost profit shall not be included in the limit according to the first
sentence of this paragraph.

Article 5 - Confidentiality and Data Protection

1. The Provider is entitled to process the data provided by the Customer
including personal data; in this process, the Provider shall treat all
information provided by the Customer as confidential information, in accordance with the applicable provisions.

2. Personal data of Customers are processed in connection with the
subject of the Provider’s activity, due to the conclusion of a contractual
relationship in order to provide the Customer with a service or other
fulfillment, or due to negotiations leading to such a contractual relationship,
to improve the services, to respond promptly to Customer’s requests and to
send commercial communications.

3. Personal data of customers are kept for 26 months. When new
customer activity is resumed, this time is reset. This is without prejudice to the
obligation of the Provider to store personal data of customers beyond
that time in connection with the realization of rights and obligations of
previously concluded contractual relationship according to valid regulations.

4. Both Parties are obliged to keep confidential all data and information to which they gain access during the fulfilment of the obligations arising from
the contractual arrangements between the Parties. Confidential information
shall include information that is not a matter of public domain and where
the character of such information indicates that the other Party will be
interested in keeping it secret, or information which either of the Parties
expressly declares confidential.

5. In the context of the liability according to the previous provisions of this Article, the Customer undertakes not to provide any access to the
Provider’s confidential information within the meaning of the previous
paragraphs to any third parties with an identical or similar scope of
business as the Provider, without the Provider’s written consent.

6. The Parties shall indemnify each other against any damage caused by
the other Party’s demonstrable violation of the obligations according to this
Article.

7. The provisions of this Article shall survive the termination of the
Agreement signed between the Parties.

Article 6 - Intellectual Property Rights

1. The intellectual property rights arising from the services rendered by
the Provider to the Customer on the basis of the contractual arrangement
shall remain with the Provider. Both Parties hereby declare that the
Customer is entitled to freely make use of such intellectual property rights. The Customer shall
refrain from any actions which may infringe the Provider’s intellectual
property rights except insofar as this is necessary to use the analysis
and/or results.

Article 7 - Final Provisions

1. The Parties undertake to take all action that may have a significant
impact on performance under the Agreement, writing. This operation is
only considered valid if the written statement is duly delivered to the other
Party. This shall not affect the possibility of using electronic communication.

2. The Provider may under no circumstances be imposed any other or
stricter duty or liability than what is stipulated in the present Terms and
Conditions, unless expressly confirmed in writing by the persons authorized
to act for the Provider, or persons expressly authorized for such action.

3. The Parties undertake to make every effort in order to settle amicably
disputes arising from or in connection with the Agreement entering into
accordance with the applicable legal provisions, and to submit disputes
herewith, and to solve all such disputes by agreement. All disputes which
cannot be solved amicably will be referred to the general courts of the
Czech Republic. The provisions of the United Nations Convention on
Contracts for the International Sale of Goods, shall not apply.

The present Terms and Conditions shall come into effect on 6 March 2019 and shall replace all previous versions.

SEQue s.r.o., Dlouha 176, 263 01 Dobris, Czech Republic