

PIMBIO WEBSITE TERMS AND CONDITIONS

In these terms and conditions (“Terms”), “we” “us” and “our” refers to PIMBIO B.V., ’s-Hertogenbosch, The Netherlands. Your access to and use of all information on this website including purchase of our product/s (“Products”) is provided subject to the following Terms. We reserve the right to amend these Terms at any time and your use of the website following any amendments will represent your agreement to be bound by these Terms as amended. We therefore recommend that each time you access our website you read these Terms.

A. Use of this Website

Art .1. Registered Users

- 1.1. In order to access the services provided on this website (“Services”), you must become a registered user. You must complete registration by providing certain information as set out on our membership/registration page. Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
- 1.2. You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.
- 1.3. On registration, we provide you with a password and username. On registration you agree to pay for our services as set out on our website.
- 1.4. We reserve the right to terminate your registration at any time if you breach these Terms.

Art. 2. Our Website Services

- 2.1. All prices are exclusive of VAT. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time. If you have placed an order, we undertake to fulfil your order at the price listed at the time you ordered.
- 2.2. We strive to ensure that our products are described as accurately as possible on our website; however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.
- 2.3. Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour or that any given image will reflect or portray the full design or options relating to that product.

Art. 3. Site Access

- 3.1. When you visit our website, we give you a limited licence to access and use our information for personal use.
- 3.2. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
- 3.3. Except as permitted under the Dutch Civil Code, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.

Art.4. Hyperlinks

- 4.1. The website may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Website does not imply approval or endorsement of the linked website by us. If you decide to leave our Website and access these third-party websites, you do so at your own risk.
- 4.2. You may link our website with our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

Art. 5. Indemnity

- 5.1. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Art. 6. Privacy

- 6.1. We undertake to take all due care with any information which you may provide to us when accessing our website. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
- 6.2. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

Art. 7. Complaint procedure

- 7.1. We endeavour to respond to all complaints within three working days. Please email info@pimbio.com. If for any reason we cannot resolve your complaint immediately, we will advise you on how long we expect it will take and keep you fully informed throughout the process.

Purchase of Products

Art. 8. Product Orders

- 8.1. We endeavour to ensure that our product list is current however we give no undertaking as to the availability of any product advertised on our website.
- 8.2. Packaging and postage is an additional charge, calculated at time of purchase.
- 8.3. When you order from us, we require you to provide your name, address for delivery, your email address, telephone contact and payment details. We undertake to take due care with this information; however in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.
- 8.4. We undertake to accept or reject your order within seven (7) days. If we have not responded to you within seven (7) days, your offer is deemed to be rejected. We are not required to give reasons for rejecting your offer to purchase however the most likely reason for rejecting your offer will be that we do not currently have that product in stock.
- 8.5. Once you have submitted an order, you may not cancel that order even if our acceptance or rejection of your offer is still pending.
- 8.6. Delivery of your ordered Product/s will be as set out on our website. Title in the goods passes to you when we have received payment. Our terms of payment are set out on the order page.

- 8.7. All risk of loss or damage to the goods passes to you when we despatch the goods.
- 8.8. All products supplied to you shall be to a quality standard consistent with normal manufacturing practices and quality levels for such products, including defects, scratches, dimensional tolerances, and other manufacturing variations. You agree to accept products conforming to these quality standards.
- 8.9. When ordering goods for delivery outside the EU, you may be subject to import duties and taxes, which are levied once the products reach their destination country. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. You are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products.

Art. 9. Order Cancellation Due To Error

- 9.1. Where a product has been listed at the incorrect price or with incorrect descriptive information or image due to typographical error or similar oversight, we reserve the right to cancel a transaction. Where your credit card has been charged, we will immediately refund your credit card for the total amount debited.

Art.10. Product Returns, refunds and replacements

- 10.1 Products may only be returned to us with our prior agreement, at your expense, and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.
- 10.2 Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section 13, then you will be entitled to replacement products (where replacements are available) or, where we agree, a refund of the price paid in respect of those products (including all delivery charges).
- 10.3 If we are unable at the time of return to replace or exchange returned goods, we undertake to reimburse your credit card for the amount initially debited for the purchase including packaging and postage charges.

Art. 11. Export Control

- 11.1 You acknowledge that products received from us are subject to Dutch export control laws and regulations. You represent and warrant to us that you will not, directly or indirectly, (a) sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of The Netherlands, or (b) use the product for any use prohibited by the laws or regulations of The Netherlands and/or your local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

Art. 12. Intellectual Property Rights

- 12.1. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
- 12.2. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

- 12.3. No right or license in or to any of our intellectual property or other proprietary rights is granted hereunder to you. We shall be under no obligation to provide or transfer to you or to any third party any of our technology, including without limitation any processes or procedures used in the manufacturing and fabrication of our products.
- 12.4. We respect the intellectual property rights of others, but make no warranty, either express or implied, that the products and/or methods embodied in the work performed do not infringe any patents or other property right owned by a third party.

Art.13. Warranty

- 13.1. We warrant to you that the products purchased from our website will:
- (a) conform in all material respects to any applicable specification of such products published on our website and/or issued by us; and
 - (b) be free from material defects in materials and workmanship.
- 13.2. For the avoidance of doubt, above warranties do not cover any defect in the products arising from fair wear and tear, wilful damage, accident, negligence (including, but not limited to, inappropriate storage) by you or a third party, use otherwise than in accordance with the manufacturer's or our instructions or recommendations, or any alteration carried out by you or any third party.
- 13.3. These Terms set out the full extent of our obligations and liabilities in respect of the products supplied hereunder. To the maximum extent permitted by applicable law and subject to the first paragraph of Section [13], all conditions, warranties or other terms concerning the products which might otherwise be implied into a contract under these Terms are expressly excluded.
- 13.4. The scope of our service is limited to the products and not to their suitability or safety for a specific Application or other given procedure under given circumstances. The suitability or fitness of a product for a specific application is your responsibility.
- 13.5. Whilst we have taken all due care in providing the information on our website, we do not provide any warranty either express or implied including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.
- 13.6. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
- 13.7. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

Art. 14. Limitation of Liability

- 14.1. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the goods and/or services again or payment of the costs of having those goods and/or services supplied again.
- 14.2. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from product/s we have supplied.
- 14.3. Our aggregate liability to you under these Terms will not exceed the greater of: (a) one thousand EURO's and (b) the total amount paid or (if greater) payable by you to us under the contract of sale.

Art. 15. Force Majeure

- 15.1. If a Force Majeure event causing delay continues for more than Thirty (30), we may terminate this Agreement by giving at least Seven (7) Notice to you. "Force Majeure" means any act, circumstance or omission over which we could not reasonably have exercised control.

Art. 16 Jurisdiction

- 16.1. These Terms are to be governed by and construed in accordance with the laws of The Netherlands and any claim made by either party against the other which in any way arises out of these Terms will be heard in The Netherlands and you agree to submit to the jurisdiction of the court of the city where we have our seat of business.
- 16.2 If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

17 April 2016