

TERMS AND CONDITIONS

Article 1 - Area of application

These general terms and conditions are applicable to all of VIB NSF services. Every customer who gives NSF an order in any way whatsoever will be held to have accepted these general conditions prior to giving the order.

Article 2 – Orders

Orders will only be acted upon if confirmed by a written order form.

Article 3 – Price

Our prices are quoted in Euros and are exclusive of VAT. Prices may be subject to change from time to time and are announced at our website.

Article 4 - Delivery times

VIB NSF will use reasonable efforts to deliver results within the period of time agreed upon with customer. However, delivery times agreed upon are not binding and delays in delivery shall not give rise to cancellation of the order.

Article 5 - Shipment of samples

In order to ship the samples to be analyzed by VIB NSF, customer shall appropriately pack and label the samples. Shipment of the samples shall be at charge of customer. VIB NSF shall not be liable for loss or damage of the samples during shipment, storage or use while performing the services. After performing the services, VIB NSF may, at its option, decide to return to customer or to destroy any remaining of the samples.

Article 6 – Confidentiality

VIB NSF will use all reasonable endeavors to keep in strict confidence any information and results, ensuing from an order by customer. Only customer will be allowed to access such information and results, except if VIB NSF is required by law to disclose information or results.

Article 7 - Intellectual Property Rights

All right, title and interest in and to any results, ensuing from an order by customer, shall be owned by the customer. All right, title and interest in and to any technology, methods, know-how and any inventions used by VIB NSF to perform the service to customer, shall be owned by VIB NSF.

Article 8 - Limited warranty

VIB NSF shall use all reasonable efforts to perform the services with utmost care and skill. VIB NSF makes no other warranty, express or implied, including any warranty of merchantability, title, or fitness for a particular use. In particular, VIB NSF does not warrant that the use of results will not infringe intellectual property rights of third parties.

Article 9 - Limitation of liability

After delivery of the results to customer, VIB NSF cannot assume any other liability than that provided under Article 8. In no event shall VIB NSF be held liable for any damages arising from loss of earnings or any other loss arising directly or indirectly from defects in the results, unless the aforementioned is caused by gross negligence or malicious intent of VIB NSF. Customer will indemnify VIB NSF and hold harmless VIB NSF and its directors, employees, researchers and students from any claims or liabilities which might arise as a result of customer's use of the results.

Article 10 – Payment

Invoices are payable within thirty calendar days of the invoice date. All invoices that have not been settled by the due date will, as of right and without formal notice of default, moreover be increased with interest for late payment of 1% per month and an extra compensation of EUR 125.

Article 11 – Termination

VIB NSF shall have the right to terminate the order without being liable for any damages, by notification of the customer of VIB NSF's intention by registered letter, in the event of non-performance by the customer of one or other of his contractual undertakings.

Article 12 - Applicable Law

This agreement will be governed and interpreted in accordance with the Belgian law.