

General terms and conditions of 2otest

2otest, operated by Driver Bubble BV, ("2otest") has its statutory seat in Amsterdam, the Netherlands, and its offices at Keizersgracht 127, 1015 CJ, Amsterdam, the Netherlands. 2otest is registered in the trade register of the Chamber of Commerce in the Netherlands under number 77944739. VAT number NL861208596B01.

Also contact us at hello@2otest.com, support@2otest.com or via our live chat on 2otest.com.

Article 1. Applicability

1.1. These terms and conditions apply to all offers made by 2otest and to all agreements and other legal relationships between 2otest and the customer. These terms and conditions also apply to subsequent and additional orders or agreements and new agreements with the customer.

1.2. The word 'customer' in these terms and conditions is defined as the (legal) person who purchased products from 2otest, requests for information regarding these products or shows an interest in these products.

1.3. These terms and conditions are easily electronically accessible on www.2otest.com, where an option can be found to save or print them for later examination. They will also be sent upon request without delay and at no cost.

1.4. Terms and conditions of the customer are expressly rejected and do not form any part of the agreement between 2otest and the customer. Deviations from the terms and conditions are made up in writing and apply only to the specific order or agreement.

Article 2. Formation of the agreement

2.1. Offers by 2otest that are addressed to specific persons are considered to be offers and are without obligation (in Dutch: *vrijblijvend*). The customer may accept such offers in writing, as a result of which the agreement is formed.

2.2. Offers by 2otest that are not addressed to specific persons are considered to be invitations to customers to make an offer. An order by a customer is in that case considered to be an offer to 2otest. 2otest may accept such an offer either in writing or by the actual performance of the agreement to which the order relates. The agreement is formed by such acceptance by 2otest.

2.3. Articles 6:227b and 6:227c of the Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*) do not apply.

2.4. In these terms and conditions an electronic notice is considered to be a written notice, unless explicitly provided otherwise.

2.5. In case the customer is a collaborative of (legal) persons, each person in this collaborative is jointly liable for the performance of the obligations under the agreement.

Article 3. Prices and payment

3.1. Prices of products are exclusive of VAT and other applicable taxes.

3.2. Prices are also exclusive of packaging costs, shipping costs and, if insurance during transport is requested by the customer, costs for insurance during transport. Any applicable import or customs duties, levies and taxes are for the account of the customer, as well as any import or customs formalities. Prices are Ex Works Amsterdam, the Netherlands (Incoterms 2020).

3.3. In case of increases in prices of materials or third party services used by 2otest or in case of increases in prices of other external costs for 2otest during an agreement, prices of products may be increased to compensate.

3.4. Invoices to the customer will be paid ultimately within 14 days after the invoice date, or such other term as written on the invoice, on the bank account written on the invoice. Any banking charges are for the account of the customer. The right to set off (in Dutch: *verrekening*) or suspension (in Dutch: *opschorting*) of payment obligations is expressly excluded.

3.5. 2otest has the right to request advance payment or security for amounts payable, at the choice of 2otest, before any products are delivered.

3.6. 2otest has the right to suspend the performance of its obligations until all obligations of the customer, of whichever kind, have been performed. 2otest is not liable for damages as a result of exercising any right of suspension.

3.7. In case a payment term is exceeded, the customer is in default (in Dutch: *verzuim*) without any notice of default being required. In case of late payment, 2otest has the right to charge an interest rate of 1% of the outstanding amount per month, or part of the month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. The customer is liable for all judicial and extrajudicial expenses (including reasonable attorney fees) that 2otest incurs as a result of the collection of invoices, with a minimum of 15% of the outstanding invoice amount including the interest payable.

Article 4. Delivery and risk

4.1. Delivery of products takes place and risk passes Carriage Paid To (CPT Incoterms 2020) at the point where the goods are taken in charge for transport by the carrier, with the provision that packaging costs, shipping costs and, if insurance during transport is requested by the customer, costs for insurance during transport, and any applicable import or customs duties, levies and taxes are for the account of the customer, as well as any import or customs formalities, as noted in article 3.2.

4.2. Delivery times are estimated. No delivery times or other terms for the performance of obligations by 2otest are fatal terms (in Dutch: *fatale termijn*). Default (in Dutch: *verzuim*) on the part of 2otest occurs only after 2otest receives a notice of default by regular mail and subsequently fails to perform its obligations during an additional reasonable term.

4.3. 2otest has the right to deliver orders in parts, which may be invoiced separately.

4.4. In case delivery of products is delayed at the request of the customer, 2otest may charge reasonable costs for storage of the products.

4.5. Products that have been delivered cannot be returned, except in case the customer is a consumer. In case 2otest agrees to returns in special circumstances, additional conditions may apply.

Article 5. Retention of title

5.1. Any product delivered by 2otest will remain the property of 2otest until the customer has complied with all its obligations as against 2otest, of whichever kind and including its payment obligations, unless the product is transferred in the ordinary course of business in case the customer is an authorised distributor of 2otest.

5.2. On the basis of retention of title, 2otest has the right to claim and take back products that were delivered without notice of default if the customer fails to perform its obligations, either through incorrect, incomplete or late performance. The customer will provide unrestricted access to its premises and cooperate in order for 2otest to execute this right. In case suspension of payments is granted to the customer, the bankruptcy of the customer is declared or attachment of goods by creditors takes place, the customer will inform the administrator, liquidator or bailiff in question immediately of the property rights of 2otest.

5.3. Exercise of 2otest's rights under retention of title does not automatically lead to cancellation (in Dutch: *ontbinding*) of the agreement. In case of cancellation of the agreement in connection with the exercise of 2otest's rights under retention of title, 2otest has the right to set off any obligation to pay back the purchase price with a damage claim against the customer that is hereby determined to be at least 50% of the applicable purchase price.

Article 6. Conformity and defects

6.1. The products delivered by 2otest will be in conformity with the agreement, which means the correct number of products that were ordered will be delivered. 2otest does not give any other guarantee or warranty, express or implied, with respect to the products, the application, use or results of use thereof or otherwise, including implied warranties of merchantability or fitness for a particular purpose, each of which is specifically disclaimed.

6.2. It is expressly notified that the customer is solely responsible for verifying whether the use of the products offered by 2otest is compliant with applicable local, national and international laws, rules and regulations in a particular situation. The customer is considered to have verified compliance before making a purchase.

6.3. It is also expressly notified to the customer that the customer is solely responsible for determining whether the products are suitable for use in a particular situation, taking into account the possible risk involved with possible inaccurate test results. The customer is aware of the fact that selftest products detect contagiousness. A negative test result may therefore not mean the tested person is not infected. The products are not suitable for use in situations of high risk (e.g. health care). The customer must always follow all other applicable measures, such as social distancing, ventilation and hygiene related guidelines, regardless of test outcomes. Positive test result must be notified to local health authorities.

6.4. In case products delivered to the customer do not conform to the agreement, 2otest shall, at its own choice and on the condition that the customer complained sufficiently in time in accordance with article 7, provide a replacement product, or pay back the purchase price of the defected product, all of which will be done within 30 days after receiving back the product from the customer. In case the purchase price is paid back, the part of the agreement that relates to the defected products is considered to be cancelled (in Dutch: *ontbonden*) without any liability for damage or costs on the part of 2otest.

6.5. No claim is accepted for products that were used in breach of instructions of use that were provided or that were known or should have been known to the customer, for products that were stored, used or treated injudiciously, or for products that were used in breach of statutory or contractual requirements. The customer is not permitted to make changes to the products, unless explicitly agreed otherwise in writing.

Article 7. Complaints

7.1. The customer is obliged to inspect products that were delivered immediately upon receipt on any damage or defects.

7.2. The customer is obliged to complain to 2otest about any damage or defects to a delivered product by notifying 2otest with a detailed description of the damage or defects in writing within 30 days after delivery of the particular product to the customer.

7.3. The obligation to complain within the times noted above also applies to customers that are distributors as if they were end users.

7.4. The customer loses all rights and legal measures with regard to a defect in the performance of the agreement in case it does not complain in time in accordance with this article 7.

Article 8. Intellectual property

8.1. All intellectual property rights and related rights, including patent rights, copyrights, design rights, database rights, trademark rights, trade name rights, rights to domain names and rights to trade secrets and know how that are vested in the products delivered by 2otest, including any documents and materials provided to accompany products, are owned by 2otest and its licensors. The customer is not entitled to reproduce, modify, publish or disclose to third parties the object of such rights, other than as expressly agreed in writing between the parties or as expressly permitted under applicable mandatory law.

Article 9. Data protection and privacy

9.1. 2otest acts in accordance with applicable data protection and privacy regulations, among which the EU General Data Protection Regulation (GDPR, EU 2016/679). The website 2otest.com contains a privacy policy that describes the processing of personal data by 2otest.

Article 10. Force majeure

10.1. In addition to what is provided in article 6:75 Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*), a failure to perform under the agreement cannot be attributed to 2otest if it is the result of circumstances that are outside its control, including war, threat of war, mobilization, riots, epidemics, pandemics or illness outbreaks or the worsening thereof, strikes or exclusions, fire, floods, illness and/ or injury of the persons involved by 2otest in the performance of the agreement, network and computer failures, interruption of operations and reduced production, shortage of raw materials or packaging material, the inability to secure supplies, fuel or power on conditions that are acceptable to 2otest, transport delays, legal intervention, import restrictions or other limiting measures by the authorities, as well as any other circumstance that prevents the performance of the agreement that is not exclusively dependent on the will of 2otest, such as delays and failures in the delivery of goods and provision of services by persons involved by it.

10.2. In such an event the obligations of 2otest are suspended. Not until after a period of six months thereafter do 2otest and the customer have the right to cancel (in Dutch: *ontbinden*) the agreement in whole or in part in writing. Suspension and cancellation (in Dutch: *ontbinding*) do not lead to any liability of 2otest, irrespective of any advantage as a result thereof for 2otest.

Article 11. Liability

11.1. In case of an attributable lack of performance of the agreement by 2otest, or an attributable unlawful act by 2otest, the total cumulative liability of 2otest for direct damages that are suffered by the customer is limited to the amount of the invoice (excluding VAT), with a maximum amount of € 10,000, per event or series of mutually related events.

11.2. The liability of 2otest for indirect or consequential damages of the customer is excluded. Indirect or consequential damages are, without limitation, damages in the form of loss of turnover, loss of profit, interruption

of business, loss of income or savings, reputational damage, fines, penalties, tax demands and third party damage claims.

11.3. The customer shall indemnify, defend and hold harmless 2otest from and against any and all claims, costs, damages, losses, liabilities and expenses, court costs and reasonable attorneys' fees included, arising out of or in connection with (i) any claim by its employees, contractors or clients against 2otest in relation to the use of products delivered by 2otest and (ii) any claim by a third party in relation to the use of the products for self-testing in breach of laws, rules and regulations.

11.4. Default (in Dutch: *verzuim*) on the part of 2otest is only established after the customer notifies 2otest of the default in writing by regular mail, giving 2otest the opportunity to fulfil its obligations within a reasonable term, and 2otest lets this term pass without fulfilling its obligations. A reasonable term takes into account the time involved in international transport of goods to and from 2otest.

11.5. Each damage claim of the customer on 2otest shall expire (in Dutch: *vervalt*) 3 months after the date on which the customer becomes aware of, or reasonably could have become aware of, the damages and of 2otest as the liable party.

11.6. The abovementioned exclusions and limitations of liability do not apply in case of wilful misconduct of gross negligence on the part of 2otest.

Article 12. Cancellation for insolvency

12.1. 2otest may cancel (in Dutch: *ontbinden*) an agreement with the customer in whole or in part in writing without notice of default and without being liable for any damages or costs, in case suspension of payments is granted to the customer, the bankruptcy of the customer is requested, the customer who is a natural person is granted statutory debt restructuring under the Dutch Natural Persons Debt Restructuring Act (in Dutch: *WSNP*) or equivalent proceedings in the country of residence of the customer, or the customer in other ways loses the power to dispose of its capital.

12.2. This provision does not in any way limit any statutory rights to cancel (in Dutch: *ontbinden*) the agreement. In case of cancellation (in Dutch: *ontbinding*) all claims of 2otest on the customer are due with immediate effect.

Article 13. Other provisions

13.1. Nothing in these terms and conditions limits the mandatory rights of consumers.

13.2. Should a provision of these terms and conditions become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

13.3. 2otest may change these terms and conditions from time to time. New versions of the terms and conditions will be published on 2otest.com and apply to new orders as of the day of publication.

13.4. These terms and conditions may be translated into other languages than English. In case of contradictions, the English text prevails over other languages.

13.5. These terms and conditions also apply on behalf of the legal persons or entities, auxiliary persons, and subordinates that 2otest engages in performing the agreement.

13.6. The legal relationship of the customer with 2otest and the customer's rights under the agreement cannot be transferred without the prior written approval of 2otest, unless expressly permitted under applicable mandatory law. This provision has effect under property law as intended in article 3:83 paragraph 2 of the Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*).

Article 14. Applicable law and competent court

14.1. The legal relationship between 2otest and the customer is exclusively governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.

14.2. Any dispute arising from the agreement will be exclusively submitted to the competent court in Amsterdam, the Netherlands, notwithstanding the right of 2otest to bring disputes before the courts in the place of residence of the customer.

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