B2B SALES | UPDATED 15 OCTOBER 2026

General Terms and Conditions of Sale and Delivery

These Terms govern business-to-business offers, sales and deliveries of scientific instruments, components, software and related services by Precisometer B.V. They cover all product families and manufacturers supplied by Seller, including lasers, illumination systems, optomechanics, piezo and motion systems, cameras, spectroscopy and FTIR instruments, microscopes, detectors and time taggers. They apply when incorporated into the Agreement and are intended exclusively for customers acting in a business, institutional or professional capacity.

1. Definitions

1.1 Seller means Precisometer B.V., registered with the Dutch Chamber of Commerce under number 42171054, with contact details in section 22.

1.2 Buyer means a business, university, research institution, public body or other customer acting in its business, professional or institutional capacity. Seller does not offer consumer sales under these Terms. Describing a transaction as B2B does not exclude mandatory rights applicable to its actual nature.

1.3 Agreement means the contract between Seller and Buyer, including the accepted quotation, agreed technical and service schedules, these Terms as incorporated into the contract, and amendments agreed in writing.

1.4 Goods means all instruments, systems, components, accessories, consumables, spare parts and physical products supplied by Seller, including lasers, illumination, optics, optomechanics, optical tables, piezo and motion systems, cameras, detectors, FTIR and other spectrometers, microscopes, timing electronics and time taggers. These examples are not exhaustive and coverage is not limited to a particular brand.

1.5 Services means engineering, configuration, integration, installation, commissioning, calibration, training, repair, application development or support expressly included in the Agreement. Software includes software, firmware, drivers, APIs, SDKs and analytical libraries, whether standalone or supplied with Goods.

1.6 Manufacturer means the original manufacturer or relevant third-party supplier or licensor. Documentation means applicable specifications, manuals, drawings, safety information, licences, calibration records and other materials for the order. In writing includes email and electronic documents that can be retained.

2. Applicability and Contract Documents

2.1 Seller offers to contract on these Terms and expressly rejects Buyer's purchasing or other general conditions unless Seller expressly accepts identified provisions in writing. Conflicting purchasing conditions must be resolved before the order is accepted. An administrative purchase-order reference alone does not constitute Seller's agreement to those conditions.

2.2 The applicable version shall be made available to Buyer before or when the Agreement is concluded in a form that can be stored. The version incorporated into the Agreement continues to apply unless the parties agree otherwise. A later website update does not retrospectively amend an existing order.

2.3 An expressly negotiated written agreement or amendment takes precedence, followed by the accepted quotation and agreed technical or service schedules, and then these Terms. An order confirmation records the Agreement and does not unilaterally override previously agreed specifications or commitments.

Third-party licences govern use of their Software to the extent validly incorporated, without removing Seller's express supply obligations.

2.4 If a provision is invalid or unenforceable, the remaining provisions continue so far as legally possible. The parties shall seek a lawful replacement reflecting its commercial purpose. Mandatory law prevails over these Terms.

2.5 The contractual text is English. The English text prevails over a translation to the extent permitted by applicable law, unless the parties expressly agree otherwise.

3. Offers, Orders and Changes

3.1 Unless expressly stated otherwise, quotations are subject to written order acceptance by Seller and the quoted validity period. A website enquiry or request for information or quotation is not an order and does not itself create a purchase obligation.

3.2 An Agreement is formed when Seller accepts Buyer's order in writing or, with Buyer's agreement, commences performance. Seller may decline an order before acceptance where availability, technical suitability, payment security or lawful supply cannot be established. Once accepted, the order is binding; cancellation and returns are governed by section 14.

3.3 The quotation and agreed specification identify the model, configuration, quantity, accessories, Software, Services and warranted performance. Catalogue examples, application descriptions, illustrative measurements and typical values do not by themselves promise a particular experimental or commercial result. This does not permit Seller to disregard agreed specifications, make misleading statements or supply a materially different product without agreement.

3.4 Buyer shall disclose material requirements before ordering, including application, interfaces, environment, samples, regulatory validation, deadlines and acceptance criteria. Seller remains responsible for advice and requirements it expressly undertakes. Suitability or integration beyond the agreed scope is not included merely because an application is discussed.

3.5 Changes after configuration approval require written agreement on scope, price, delivery and any repeat testing or validation. Seller need not start a requested change before those effects are agreed. A change does not waive amounts already properly due.

3.6 Seller may use Manufacturers, carriers and subcontractors. Their involvement does not remove Seller's express obligations or duties that cannot lawfully be transferred.

3.7 Precisometer is the seller of equipment from various Manufacturers as well as any expressly identified own products. The Precisometer name or logo on a website, quotation, invoice or catalogue does not by itself mean that the equipment is manufactured by Precisometer or will bear Precisometer branding. A product page that does not identify a Manufacturer or brand makes no promise of Precisometer manufacture or branding. Goods may bear the actual Manufacturer's or OEM's name, logo and model designation. Where the supplied Goods otherwise match the Agreement, those markings, or the absence of a Precisometer product label, do not by themselves constitute a defect or a ground to reject delivery, withhold payment, cancel or return the Goods.

3.8 Any required Manufacturer, brand or country of origin must be identified before contracting and recorded in the agreed specification. Seller shall identify the proposed Manufacturer and model in the quotation or referenced order documentation where known, and clarify the source before acceptance where it is material to the order. An expressly promised Manufacturer, brand, model or origin remains binding; this clause does not authorise a misleading product description or an unagreed substitution. Seller may use its own catalogue reference for a third-party product and shall explain the correspondence to the Manufacturer's model where necessary. Required identification, safety labels, conformity information and traceability shall be preserved. Seller's legal role follows the actual supply, including any own-branding or modification, as provided in clause 11.1.

4. Prices and Additional Costs

4.1 Unless stated otherwise, prices are in euros and exclude VAT, duties, freight, transport insurance, installation, commissioning, calibration, training and travel. The quotation and delivery term determine which costs each party pays. Included package costs shall not be charged again.

4.2 An exchange-rate or other price-adjustment mechanism expressly agreed in the quotation applies as stated. Otherwise, Seller may propose an adjustment supported by evidence of increases after contracting in taxes, duties, exchange rates, Manufacturer charges or freight outside its reasonable control that increase the affected order cost by more than two percent. Seller shall give written details and shall not count the same increase twice.

4.3 An adjustment under clause 4.2 requires Buyer's written agreement unless a sufficiently defined adjustment mechanism was already agreed. Pending agreement, the parties shall discuss reasonable alternatives. Seller has no unrestricted right to increase a fixed price or suspend performance merely because a proposed increase is refused. Buyer-requested changes are charged as agreed under clause 3.5.

4.4 Application development, custom Software, validation, installation, support, training, travel and repeat visits are included only as identified in the Agreement. Additional requested work shall be described and priced before it is undertaken.

5. Delivery and Delivery Times

5.1 The Agreement shall identify the delivery event, Incoterms 2020 rule where used, and named place. Unless another arrangement is agreed, delivery is EXW Seller's business address in section 22, Incoterms 2020. A Manufacturer's premises is the delivery point only if expressly identified in the Agreement. Delivery, transfer of risk, installation and technical acceptance are separate events unless expressly combined.

5.2 Delivery dates and lead times are estimates unless the parties expressly agree in writing that a specified date is a binding final deadline. An estimated date is not a fatal deadline (fatale termijn). A delivery penalty, service credit, guaranteed commissioning date or time-critical project commitment applies only if expressly agreed in writing.

5.3 Lead time begins after written order confirmation and receipt of the agreed advance, final specifications and all customer information and approvals reasonably required for performance, including applicable end-user information. Seller shall identify outstanding prerequisites without undue delay. Installation and acceptance time is included only if expressly stated.

5.4 Buyer-requested changes, late payment, incomplete information, delayed approvals or lack of site readiness entitle Seller to a reasonable corresponding extension, including reasonably necessary production or installation rescheduling. Seller shall explain the schedule and cost effects. Buyer shall reimburse reasonable, evidenced additional storage, repeat freight or repeat-visit costs caused by its failure to provide agreed cooperation.

5.5 All Goods, Software and Services may depend on Manufacturer production, component availability, export authorisations, customs, transport and third-party schedules. Seller shall notify Buyer without undue delay of a material anticipated delay, provide revised estimates when reasonably available and take reasonable mitigation steps. Whether a disruption excuses performance is governed by section 10 and applicable law; a reference to supplier delay alone does not establish force majeure.

5.6 Where performance remains possible and notice is legally required, Buyer must give written notice identifying the delayed obligation and allow a reasonable additional period before terminating for delay. No further notice or period is required where applicable law dispenses with it. Termination should be limited to the affected part where the remainder can reasonably be used independently.

5.7 Missing an estimated date alone does not entitle Buyer to a penalty or compensation. Liability for attributable delay is subject to section 9 and its exceptions. These limitations do not by themselves extinguish a valid right to terminate or receive repayment for unperformed obligations.

5.8 Seller may make and invoice reasonable partial deliveries unless the agreed nature of a combined system requires delivery as a whole. Buyer shall not reject a conforming, independently usable part solely because another part is delayed.

5.9 Buyer shall inspect packaging and reasonably accessible Goods promptly on receipt and report apparent damage, shortages or incorrect items within five working days where reasonably practicable, with photographs and carrier records when available. Hidden defects and performance testing are governed by sections 8 and 21. Failure to note visible damage on a carrier receipt does not automatically extinguish all rights against Seller.

5.10 If Buyer unjustifiably fails to take an agreed conforming delivery after reasonable notice, Seller may arrange appropriate storage at Buyer's reasonable cost and risk to the extent permitted by the delivery term and applicable law, and invoice Goods properly made available. Seller shall take reasonable care of stored Goods and notify Buyer of the arrangements.

6. Retention of Title

6.1 To the extent permitted by law, title remains with Seller until Buyer has paid the amounts secured by a valid retention of title, including the price of supplied or to-be-supplied Goods, related work and claims arising from Buyer's failure to perform those Agreements. Transfer of risk does not itself transfer title.

6.2 Until title passes, Buyer shall take reasonable care of Goods, keep them identifiable where practicable, insure them against customary risks and not pledge or otherwise encumber them. Resale or incorporation into another product before payment requires Seller's written agreement unless expressly allowed by the Agreement.

6.3 Where Seller is legally entitled to recover Goods, Buyer shall provide reasonable cooperation and lawful access by arrangement. This does not authorise forced entry or override insolvency procedures or third-party rights. Recovery and accounting remain subject to applicable law.

7. Payment

7.1 Unless otherwise agreed, invoices are payable within thirty days of the invoice date. Deposits and milestone payments fall due as stated in the quotation. Buyer shall pay undisputed amounts on time. Restrictions on set-off or suspension apply only to the extent permitted by law and do not remove rights that cannot lawfully be excluded.

7.2 Seller may make order acceptance conditional on advance payment, a bank guarantee or other agreed security, particularly for custom or imported equipment. Amounts and timing shall be disclosed before contracting. Additional security during performance may be requested for objectively justified payment concerns, subject to section 15.

7.3 Where Buyer is in default of a due commercial payment, statutory commercial interest under article 6:119a of the Dutch Civil Code is payable to the extent applicable, together with reasonable recovery costs recoverable under applicable law. Court costs remain subject to procedural rules.

7.4 Subject to applicable law and section 15, Seller may suspend affected performance for overdue payment after written notice and a reasonable opportunity to remedy where required. Seller shall take reasonable steps to limit unnecessary additional costs.

7.5 Payments are applied first to recoverable costs, then accrued interest and then the oldest outstanding principal, unless applicable law or an agreed allocation requires otherwise.

8. Conformity, Warranty and Remedies

8.1 Seller shall supply Goods conforming to the agreed specifications at delivery. Unless a different warranty period and scope are expressly agreed and disclosed before contracting, Seller provides a twelve-month limited warranty from delivery for defects in materials or workmanship in new Goods under the agreed operating conditions. This promises the remedies in this section, not uninterrupted operation, a specified service life or an experimental result.

8.2 Applicable Manufacturer warranties and support arrangements shall be identified and may provide additional benefits or a different expressly agreed warranty arrangement. Seller shall administer claims within its agreed scope and reasonably assist with Manufacturer claims. A Manufacturer's refusal, shorter upstream warranty or failure to reimburse Seller does not by itself extinguish Seller's own express obligations. No additional Manufacturer warranty is promised unless actually available and identified.

8.3 Unless otherwise agreed, standalone Software supplied by Seller shall materially perform its expressly agreed functions in the qualified configuration for three months after delivery. For bundled Software or firmware necessary for Goods' agreed functions, correction of material nonconformity is included in the Goods' applicable warranty; the standalone Software period does not shorten that warranty or Seller's conformity obligations. Third-party licensing and support conditions made available before contracting also apply. Preview, prototype or evaluation features must be identified before contracting and are assessed against their agreed scope, without being presented as production-qualified features.

8.4 For used, demonstration or refurbished Goods, the agreed condition and disclosed defects form part of the specification. No additional commercial durability warranty for such Goods, or for normal consumption and wear of consumables, is given unless stated in the quotation. The obligation to supply the condition or specification actually agreed remains.

8.5 Buyer shall notify Seller of an alleged defect promptly after discovery, normally within ten working days, provide sufficient information to investigate and take reasonable steps to prevent further damage. Delayed notification is assessed under applicable law, including its effect on investigation and mitigation; it does not automatically extinguish every claim irrespective of circumstances.

8.6 For an established covered defect, Seller may choose repair, Software correction or replacement within a reasonable period, or refund the price attributable to the affected Goods or Software, taking account of proportionality and the defect's nature. A refund may require return of the affected Goods or termination of the affected licence and cessation of use, as reasonably applicable. Buyer shall allow a reasonable opportunity to inspect and remedy. If an appropriate remedy is not provided within a reasonable period, Buyer's further rights remain subject to the Agreement, applicable law and section 9 where relevant.

8.7 The limited warranty excludes a defect or damage to the extent caused by misuse, operation outside agreed specifications, unsuitable power or environment, contamination, improper cooling, excessive optical exposure or back-reflection, overload, incorrect connection, unauthorised modification or repair, or failure to follow relevant instructions. Electrical and operating exclusions include damage caused by incorrect voltage, frequency or polarity; inadequate grounding; unsuitable power supplies or cables; electrostatic discharge, surges, brownouts or external power interruptions; prohibited connection or disconnection while powered; failure to observe the prescribed startup, warm-up or stabilisation procedure; rapid power cycling contrary to instructions; or premature unplugging, power removal or interruption of required cooling during operation or shutdown. The equipment-specific obligations in clauses 11.8 to 11.10 apply. Diagnosis, repair and replacement for an excluded cause are chargeable under clause 8.9. Ordinary wear, consumable depletion and scheduled maintenance are excluded. An unrelated modification or third-party accessory does not automatically void coverage for an independently arising defect.

8.8 Returns require prior RMA instructions, appropriate packaging and the safety information in clause 11.6. Unless otherwise agreed, Buyer pays initial return freight. For a claim accepted under Seller's warranty, Seller shall reimburse reasonable pre-agreed standard return freight and bear standard shipment after

repair or replacement. Premium freight, on-site service and loan equipment are included only if agreed. Cross-border customs formalities and charges shall be allocated before return shipment.

8.9 For an issue outside warranty or where no defect is found, reasonable diagnostic or repair charges require prior disclosure and agreement before chargeable work. Lawfully exchanged parts become Seller's property. Repair does not restart the entire warranty period unless agreed or required by law, and shall not reduce the remaining period or remove rights concerning the repair itself.

8.10 Performance, calibration, compatibility and lifetime statements are interpreted with their agreed test conditions and scope under sections 19 to 21. Seller is not released from an express performance promise merely because its Manufacturer does not offer the same promise.

9. Limitations of Liability

9.1 Subject to clause 9.6, Seller's liability for damages connected with an Agreement, whether contractual or otherwise, is limited per event or series of related events to the lesser of the agreed price excluding VAT of the affected Goods, Software or Services and EUR 25,000. Aggregate liability subject to this cap shall not exceed EUR 100,000 per calendar year in which the events giving rise to liability occurred. Related events arising from substantially the same cause count as one event in the year of the first such event.

9.2 Subject to clause 9.6, Seller is not liable for lost profit, revenue, production, business opportunity, contracts or grant funding; business interruption or downtime; loss of data, experimental results or research opportunity; or indirect or consequential loss. Seller does not guarantee a publishable result, regulatory approval, clinical outcome, successful experiment or commercially viable process unless a specific result has been expressly contracted.

9.3 Seller is not liable to the extent a loss is caused by Buyer's incorrect information, unsafe or unagreed use, failure to follow instructions, unauthorised changes, unsuitable third-party equipment or failure to mitigate reasonably. This does not exclude responsibility for design, selection, advice or integration expressly undertaken by Seller, or responsibility that cannot lawfully be excluded.

9.4 Buyer shall notify Seller of a claim without undue delay after becoming aware of it, provide reasonable information and an opportunity to investigate and mitigate, and preserve relevant evidence. Applicable statutory limitation rules apply; this clause does not impose a blanket twelve-month expiry on all claims.

9.5 Buyer shall indemnify Seller against third-party claims to the extent caused by Buyer's unlawful use, unsafe modification, infringement in Buyer-provided designs or breach of agreed responsibilities, except to the extent caused by Seller or a matter for which Seller remains legally responsible. Seller shall notify Buyer promptly, allow reasonable participation in the defence and not make an admission or settlement binding Buyer without consent, not to be unreasonably withheld.

9.6 No exclusion, cap, indemnity, remedy restriction or time provision excludes or limits liability to the extent prohibited by mandatory law, including applicable mandatory product liability, or liability arising from intent or deliberate recklessness of Seller's management. Liability for death or personal injury caused by Seller's negligence, and for gross negligence of Seller's management, is also excluded from contractual caps and exclusions. This clause applies throughout these Terms, including sections 5, 8, 10, 11 and 14.

9.7 Damage caps do not reduce an obligation to refund amounts properly repayable for undelivered or validly rejected performance, or replace express repair or replacement obligations. A damages limit does not itself remove a right to terminate. To the extent legally possible, these protections also benefit Seller's personnel and subcontractors for their performance of the Agreement, subject to the same exceptions.

10. Force Majeure and Prolonged Disruption

10.1 Force majeure means an impediment beyond the affected party's reasonable control that prevents or delays performance and is not attributable to that party under the Agreement or applicable law. Examples may include war, natural disaster, governmental restrictions, embargoes, export-licence refusal, exceptional customs or transport disruption, widespread infrastructure failure, epidemic measures, or serious Manufacturer or component-supply disruption caused by such circumstances. An event qualifies only to the extent it actually causes the failure and cannot reasonably be avoided or overcome.

10.2 Ordinary price increases, lack of funds, avoidable failure to order on time or supplier delay without a qualifying underlying impediment do not by themselves constitute force majeure. The affected party shall give prompt written notice, explain the likely effect, provide reasonable supporting information, mitigate where reasonably possible and resume performance when the impediment ends.

10.3 Affected obligations may be suspended for the period reasonably caused by qualifying force majeure. Neither party owes damages for non-performance to the extent excused by that event, subject to clause 9.6. Unaffected obligations remain due where reasonably performable independently. Force majeure does not excuse payment for Goods, Software or Services already properly supplied.

10.4 If qualifying force majeure prevents an affected part of the order from being performed for ninety consecutive days, either party may terminate that unperformed part by written notice. A different clearly identified period may be agreed for a particular order. Earlier termination rights available under mandatory law are preserved.

10.5 On termination under clause 10.4, Seller shall repay advances attributable to the unperformed part within fourteen days. Properly completed, separable performance retained by Buyer shall be accounted for at the agreed price; other restitution consequences follow applicable law. Seller may not retain an advance solely because a Manufacturer has not refunded Seller. Convenience-cancellation charges under section 14 do not automatically apply.

11. Product Safety, Import Compliance and End Use

11.1 Each party remains responsible for legal obligations attached to its actual role. Seller shall fulfil mandatory obligations applicable to it as Manufacturer, importer or distributor, including applicable conformity, documentation, traceability and corrective-action duties. These Terms do not transfer those obligations to Buyer or assert that every product requires the same marking or certification.

11.2 Buyer shall provide a suitable operating environment, competent personnel, required site permissions and appropriate training, risk assessment and protective measures. Hazards may include visible or invisible laser/UV/IR radiation, electrical or high-voltage equipment, moving stages, heavy loads, cryogenic temperatures, pressure/vacuum systems and hazardous samples. The Agreement shall identify installation, training or system-safety work undertaken by Seller.

11.3 Buyer shall operate Goods within documented limits and implement applicable protective measures, such as beam enclosures, interlocks, eyewear, cooling, ventilation, grounding and motion safeguards. Applicable laser-safety requirements may include IEC 60825 and the relevant EN adoption. Workplace and operating responsibilities do not excuse an unsafe product or Seller's mandatory obligations.

11.4 Unless expressly supplied and documented for an agreed regulated use, Goods and Software are intended for professional research, industrial or OEM use and are not offered as medical or diagnostic devices, life-support equipment or safety-critical control systems. A research-use description does not itself exempt equipment from law. Buyer shall disclose clinical, regulated, defence, nuclear, aviation or other safety-critical intended use before ordering so lawful supply and scope can be assessed.

11.5 Each party shall comply with export controls, sanctions, import requirements and end-use restrictions applicable to it, including EU dual-use and US or other export rules where applicable. Buyer shall provide reasonably required end-user information and shall not make an unlawful resale or re-export. Seller may pause performance where reasonably necessary to check or obtain required authorisation and shall inform

Buyer where lawful. If lawful supply cannot proceed, the parties shall resolve or terminate the affected part and account for advances and completed performance under the Agreement and applicable law; advances are not automatically forfeited.

11.6 Buyer shall disclose exposure to hazardous biological, chemical, radioactive or other materials before returning equipment and provide reasonably required decontamination documentation. Seller may refuse physical receipt until safe handling is arranged. Reasonable decontamination and handling costs attributable to Buyer's use are for Buyer; this does not extinguish an otherwise valid defect claim.

11.7 The parties shall promptly share material safety concerns, preserve identification and traceability information and reasonably cooperate with lawful corrective actions or recalls. Buyer shall follow justified stop-use instructions. Costs follow the cause, Agreement and mandatory law; cooperation does not transfer Seller's mandatory duties.

11.8 Before energising or connecting any equipment, Buyer shall verify that its electrical installation, supply voltage and frequency, available current, polarity, protective earth, fuses, power supplies, cables and connections meet the requirements for the supplied model. Buyer shall provide the power quality, electrostatic-discharge precautions, surge protection, power conditioning or backup supply required by the applicable Documentation or agreed site specification. Only supplies, controllers and connections meeting the specified requirements may be used. Buyer is responsible for its site electrical supply and required protective arrangements except to the extent Seller expressly undertakes that work.

11.9 Buyer shall ensure that trained personnel follow the supplied equipment-specific operating manual and applicable written commissioning instructions, including the prescribed connection and startup sequence, warm-up and stabilisation periods, output enablement, duty cycle, controlled shutdown, cooling or ventilation run-on period and restart interval. For normal operation, Buyer shall not unplug equipment, switch off its mains supply, disconnect a laser head or controller, or stop a required chiller, pump or fan before the prescribed shutdown and cooling sequence is complete. Powered connections may be changed only where the Documentation permits it. These duties apply to each relevant instrument, including lasers and other electrical, optical, imaging, motion and timing equipment; the actual sequence and timings depend on the model. Emergency procedures and immediate action necessary to protect people or prevent imminent damage take priority; nothing here requires equipment to remain energised in an unsafe situation.

11.10 Seller shall make the applicable operating instructions and material site requirements available in time for installation and first use. Buyer shall read them before energising the equipment and ask Seller to resolve missing, unclear or conflicting instructions before proceeding with normal operation. A generic laboratory protocol does not replace the model-specific instructions. Buyer shall ensure that its operators receive the instructions and retain reasonably available fault logs, alarm messages and records of the power, cooling and operating conditions needed to investigate a reported failure. No universal warm-up or cooling period is implied for all products.

12. Intellectual Property

12.1 Unless expressly agreed otherwise, intellectual property in Goods, Software, designs, drawings, reports and know-how remains with its owner. Equipment purchase does not transfer intellectual property. Rights to custom deliverables and permitted reuse shall be stated in the Agreement.

12.2 Buyer receives the use rights provided by the Agreement and applicable licence. Copying, modification, transfer and reverse-engineering restrictions apply only to the extent lawful and consistent with the relevant licence, including open-source rights. Seller does not grant third-party rights it does not possess.

12.3 Buyer shall promptly notify Seller of an infringement claim concerning the supplied configuration and allow reasonable cooperation in its defence. Where Seller is responsible, Seller may seek continued lawful use, modify or replace the affected item without materially reducing agreed performance, or take it back against an appropriate refund. Further damages are subject to section 9. Buyer-provided designs, unagreed combinations and unauthorised changes are assessed according to their contribution to the claim.

13. Confidentiality and Data

13.1 Each party shall protect information received from the other that is identified or reasonably understood as confidential, use it only for the Agreement and disclose it only to personnel or advisers who need it and have appropriate confidentiality duties. This excludes information lawfully public, already known, independently developed or lawfully obtained elsewhere. Legally required disclosure is permitted with advance notice where lawful.

13.2 Personal data are processed under applicable data-protection law and Seller's Privacy Policy. Each party is responsible for lawful disclosure and use within its role. If a Service requires Seller to process personal data on Buyer's behalf, necessary processing arrangements shall be agreed before that processing starts.

13.3 Buyer shall maintain appropriate backups and avoid providing unnecessary personal, confidential or regulated datasets for support. Remote access requires Buyer's authorisation and an agreed scope. These responsibilities do not excuse Seller's own confidentiality, security or data-protection obligations.

14. Firm Orders, No Change-of-Mind Returns and Cancellation

14.1 Accepted orders are firm and are not supplied on approval, trial or sale-or-return unless Seller expressly agrees otherwise in writing before contracting. Buyer has no right to cancel an accepted order, exchange or return conforming Goods, or obtain a refund merely because Buyer changes its mind or dislikes the product. This applies to all Goods and Software, including equipment specially imported, procured, configured, calibrated or manufactured for the order, whether based on a Manufacturer's catalogue model or a bespoke design.

14.2 Seller may refuse a request for voluntary cancellation or return. An exception is effective only if Seller expressly accepts it in writing and Buyer meets the stated conditions. Unless Seller agrees a different amount in writing, an accepted voluntary cancellation is subject to a charge of thirty percent of the cancelled order value excluding VAT, or Seller's completed work, unavoidable procurement and supplier commitments and reasonable lost margin, less costs saved and net recoveries, if that amount is greater. The charge shall not exceed the cancelled order value excluding VAT and shall not duplicate amounts already recovered; applicable tax treatment and mandatory rights of judicial moderation remain unaffected. This clause does not give Buyer an option to cancel by paying thirty percent.

14.3 A cancellation request, withdrawal of Buyer's purchase order, refusal to accept delivery or unilateral return does not release Buyer from the Agreement or suspend agreed payment and cooperation obligations. Changes in Buyer's funding, budget, project, personnel, preferred model or intended application do not themselves create a cancellation right. Nor does the presence of a third-party Manufacturer's branding, or absence of Precisometer branding, where the Goods conform to the Agreement under clauses 3.7 and 3.8. Deposits are credited against the order price or an agreed cancellation settlement and do not limit Buyer's remaining obligations. A specific cancellation schedule in the accepted quotation takes precedence over clause 14.2.

14.4 These provisions concern voluntary cancellation and change-of-mind returns in a business or institutional purchase. Claims that Goods fail to meet agreed specifications are handled under sections 8 and 21; delivery and force-majeure issues are handled under sections 5 and 10. This section creates no additional termination right and does not extinguish rights that cannot lawfully be excluded. The voluntary cancellation charge does not apply merely because Buyer exercises a valid remedy for Seller's breach or terminates under section 10.

14.5 No Goods may be returned without Seller's prior written Return Material Authorisation (RMA) and compliance with packing, shipping and safe-handling instructions. An RMA authorises receipt for the stated purpose only; it is not acceptance of cancellation, admission of a defect or agreement to issue a credit or refund. Unauthorised returns do not create a refund entitlement and may be refused or returned at Buyer's reasonable expense, subject to applicable law.

15. Suspension and Termination

15.1 Subject to law, Seller may proportionately suspend affected obligations or terminate for Buyer's material failure, including overdue payment or missing essential agreed cooperation, after written notice and a reasonable opportunity to remedy where required. Immediate action may be taken where legally justified, including an actual safety or unlawful-supply risk.

15.2 On objective grounds to doubt Buyer's ability to pay, Seller may request reasonable assurance and discuss proportionate safeguards. Insolvency-related action remains subject to mandatory insolvency and restructuring rules; no event permits those rules to be bypassed.

15.3 On termination the parties shall account for properly supplied performance, amounts lawfully due and applicable restitution. Provisions intended to continue, including confidentiality, intellectual property, accrued payments and applicable liability limits, remain effective. Termination does not itself permit retention of every payment or eliminate a valid claim.

16. Services, Repairs and Product Lifecycle

16.1 Seller shall perform agreed Services with reasonable professional skill and care. A particular research result, certification or application outcome is promised only where expressly agreed. The quotation shall identify deliverables, installation, calibration, training, travel, remote or on-site support and any guaranteed response or completion times.

16.2 Buyer shall provide agreed safe access, utilities, workspace, interfaces and personnel. Additional work or repeat visits caused by an undisclosed or unsuitable site require an agreed adjustment, except for reasonable costs already allocated under clause 5.4. Seller remains responsible for site work it undertakes.

16.3 Calibration is limited to the agreed measurements, range, method and uncertainty. Accredited calibration, traceability certificates, regulated-method validation, qualification documentation and periodic recalibration are included only where specified. A calibration concerns the measured configuration and conditions, not every subsequent experiment.

16.4 Spare-parts, Software maintenance and support periods are those expressly agreed. Seller does not promise indefinite supply or perpetual compatibility. Manufacturer discontinuation does not automatically cancel an express warranty or support commitment. Seller shall notify Buyer of a known material effect on an outstanding commitment and discuss reasonable lawful alternatives.

16.5 A materially different substitute model or configuration requires Buyer's agreement. If an agreed item cannot be supplied, the parties shall address replacement or termination of the affected part and repayment as required by the Agreement and applicable law.

17. Governing Law and Disputes

17.1 The Agreement and these Terms are governed by Netherlands law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Mandatory rules applicable irrespective of the chosen law remain effective.

17.2 The parties shall first try in good faith to resolve disputes through their designated contacts, without preventing urgent relief or preservation of a time limit. Subject to mandatory jurisdiction rules, the competent courts of The Hague, the Netherlands, have exclusive jurisdiction unless another competent forum is agreed in writing.

18. Miscellaneous

18.1 Amending an existing Agreement requires written agreement unless a specific lawful amendment mechanism was already agreed. A new version of these Terms applies only to Agreements into which it is incorporated.

18.2 Neither party may transfer the Agreement in a way requiring the other's consent without obtaining it. Assignment of claims and transfer by operation of law remain subject to law. A website name or company-details change does not itself transfer an existing contract.

18.3 Delay in exercising a right is not by itself a waiver. Notices shall use the contact details provided for the Agreement, and each party shall notify material changes. Working days mean Monday to Friday excluding public holidays in the Netherlands unless otherwise agreed.

19. Scientific Equipment and Agreed Performance

19.1 Performance is assessed against the agreed model, configuration, specification revision, tolerances and test conditions. Typical values, simulated examples and design-life estimates shall be distinguished from warranted limits. A service-life estimate is not itself a warranty for that duration, without negating an express durability commitment. Experimental outcomes depend on samples, procedures and the measurement chain, except where Seller expressly undertakes responsibility for them.

19.2 For lasers and illumination, relevant agreed parameters include output measurement plane, wavelength, beam characteristics, warm-up, power or energy stability, duty cycle, cooling, permitted optical feedback, cleanliness and environment. Buyer shall observe the model-specific operating and shutdown requirements in clauses 11.8 to 11.10. Performance shall be assessed after the prescribed warm-up and stabilisation and under the agreed test conditions. A reading taken before stabilisation or outside those conditions does not by itself establish nonconformity. Performance outside agreed operating conditions is not promised.

19.3 For patterned illumination, optogenetics and microscopy accessories, the configuration shall identify relevant microscope ports, objectives, adapters, optical paths, cameras, triggers and licences. Source or connector performance does not itself promise the same performance at the sample. Buyer remains responsible for samples and biological protocols unless related work is included.

19.4 For optomechanics, piezo and motion systems, resolution, accuracy, repeatability, travel, speed and load capacity are distinct. Applicable payload, centre of gravity, orientation, controller, cabling, temperature and vacuum or magnetic conditions shall be identified where material. Qualification of a component does not itself qualify an unagreed assembly.

19.5 For cameras and detectors, performance depends on sensor grade, temperature, exposure, region of interest, bit depth, interface, computer and storage. Applicable pixel-defect criteria and supported drivers shall be disclosed where relevant. Lossless acquisition or peak frame rate is not promised on an unspecified or overloaded data chain.

19.6 For FTIR and other spectroscopy, relevant specifications include range, resolution, accuracy, signal-to-noise test method, sampling accessory, reference materials and libraries. Buyer shall observe sample compatibility, humidity, purge and maintenance requirements. A spectral-library match is not itself guaranteed identification, concentration or a regulatory decision. Method validation and regulated-use deliverables must be expressly agreed.

19.7 For microscopes and imaging systems, acceptance uses the agreed optical configuration, test specimen, illumination, environment and analysis method. Optical resolution, localisation precision and image-processing output are distinct. Sample preparation, mounting and biological variability remain Buyer's responsibility except where corresponding Services are included.

19.8 For time taggers and timing electronics, bin width or digital resolution is distinct from timing jitter, absolute accuracy, synchronisation error and dead time. Relevant specifications include test method, signal amplitude and threshold, impedance, detector and cables, reference clock, sustained event rate, transfer/storage limits and overflow reporting. Performance is assessed on the agreed hardware, firmware, API and computer configuration.

19.9 Third-party compatibility is limited to the configuration and functions expressly agreed and their disclosed operating requirements. Seller remains responsible for integration it agrees to perform. Buyer changes to hardware, firmware, Software or environment may require separately agreed retesting or support.

20. Software, Licences and Updates

20.1 The Agreement shall identify material licence scope, including edition, features, users/devices, duration, third-party terms, subscriptions and supported environment. Buyer receives the rights included in the applicable licence. Recurring charges and material restrictions shall be disclosed before contracting.

20.2 Future upgrades, extra features, source code, migration to new operating systems and perpetual support are not included unless expressly agreed. Seller shall nevertheless provide updates, security measures and support expressly promised or required by mandatory law.

20.3 Preview, beta, prototype or evaluation functionality shall be expressly identified with its known validation limits. Its agreed evaluation purpose and acceptance criteria apply. Production readiness, qualification on an untested platform or future development completion is not promised without an express commitment.

20.4 Buyer shall use the agreed supported configuration, maintain suitable backups and preserve relevant diagnostic logs. Seller does not promise entirely error-free or interruption-free Software, but shall provide agreed material functions, remedies and support. Third-party terms do not remove Seller's own contractual or mandatory obligations.

21. Technical Acceptance and Commissioning

21.1 Where factory testing, site acceptance or commissioning is included, the Agreement shall identify objective criteria, test equipment or specimen, environment, responsibilities, deliverables and timing. Acceptance is not conditional on an unagreed scientific result or subjective satisfaction. A preference for another product or disappointment with an outcome that Seller did not undertake to achieve is not a failure of acceptance where the agreed criteria are met. Receipt inspection under clause 5.9 is separate.

21.2 Unless a different reasonable period is agreed, Buyer shall make agreed acceptance testing available within ten working days after Seller notifies readiness and the agreed prerequisites are met. Buyer shall identify material nonconformities in writing with reasonable evidence. Seller shall have a reasonable opportunity to investigate, remedy and repeat the relevant test.

21.3 Minor outstanding items that do not materially prevent safe agreed use shall be recorded with a reasonable correction plan and shall not alone justify rejecting an entire usable system. A material safety issue or failure of an essential agreed function is not a minor item.

21.4 If Buyer unjustifiably delays testing or signature, Seller may give written notice proposing a reasonable final testing date and explaining consequences for rescheduling, evidenced additional costs and agreed payment milestones. Silence alone does not waive all defects or establish that unperformed tests passed. Acceptance does not extinguish latent-defect rights or an unfulfilled express warranty.

22. Contact and Company Details

22.1 Precisometer B.V. Chamber of Commerce (KvK): 42171054. VAT identification number: NL870027244B01.

22.2 Business address: Eisingastraat 9, 2201 DJ Noordwijk, Netherlands.

22.3 Email for enquiries, notices and complaints: info@precisometer.com. Website: https://www.precisometer.com. Please include the quotation, order or invoice reference where available.

22.4 Payment details: account holder Precisometer B.V.; bank bunq; IBAN NL52 BUNQ 2214 7745 21; BIC / SWIFT BUNQNL2AXXX.