



STANDARD CONDITIONS

1. Services, such as testing, developing, research and consulting for which KINESIS PHARMA BV will be paid, are herein defined as project. The standard conditions are valid for each project.
2. The extent of the services for a given project will be outlined in writing prior to the start of the project between the client and KINESIS PHARMA BV and will form an integral part of each contract. Any addition or change must be made in writing. A project will be considered to be complete when the final report, which may be preceded by a draft report at the end of the project, has been issued.
3.
 - a) KINESIS PHARMA BV will use its best effort to achieve optimal performance according to the present state of science and technology. Liability for such performance as well as an assurance for the achievement of the project goal and/or the completion within a budget time period are explicitly excluded.
 - b) KINESIS PHARMA BV reserves the right to employ external consultants (and/or laboratories) for specific tasks of a project. KINESIS PHARMA BV will be responsible for the work of its external consultants in the same way as for its own work.
 - c) During the course of the project, KINESIS PHARMA BV will remain in communication with the client. In case of unusual occurrences, the client will be informed immediately. If immediate notification is impossible and a delay might have deleterious effect, KINESIS PHARMA BV will take action in the presumed best interest of the client.
 - d) The client reserves the right at any time to undertake his own GLP inspection. Any costs thereby incurred will be charged on a separate basis.
4. All results of a project will become the exclusive property of the client. He will be responsible for all vindications of patent, copyrights or similar claims, unless agreed otherwise.



5.
 - a) KINESIS PHARMA BV obligation of secrecy against third parties is guaranteed and includes all information which KINESIS PHARMA BV may have received from a client for his project and all data which KINESIS PHARMA BV may have obtained from said project.
 - b) On special request, KINESIS PHARMA BV business connection with the client will be confidential insofar as this is possible and warranted.
 - c) This confidentiality will remain in effect after completion of the project unless agreed otherwise.

6.
 - a) The remuneration for a project will be agreed upon prior to its initiation. Depending on the extent and the degree of difficulty, the remuneration may either be based on a fixed price contract or on a budget plan. The agreed-upon remuneration will not exceed the original offer without the explicit consent of the client. Costs not included in the written contract (such as travel expenses) will be charged separately.
 - b) The terms of payment will be stated in the contract in advance and depending on the conditions stated in the contract, will be either a single amount or payment by installments. The amounts are payable in full as per the agreed value.

7.
 - a) A project may not be cancelled until its completion without due cause. In case of cancellation, all information and results from the project will remain property of KINESIS PHARMA BV until the final settlement of the case.
 - b) If, for any reason, a point in a clause of the standard conditions becomes invalid, the validity of the remaining points will not be affected. All changes and amendments must be in writing.
 - c) The standard conditions are subject to the Dutch law.