

General Conditions

1 Scope

- 1.1 These general conditions apply to all quotations, offers, assignments and agreements in which In2Clinic takes part, unless specifically agreed otherwise in writing.
- 1.2 The general conditions also apply to modified, additional and future assignments and are also applicable to agreements with In2Clinic in which a third party has assisted In2Clinic with the execution of the agreement.
- 1.3 Any (purchasing) conditions of the client do not apply, unless otherwise agreed in writing.
- 1.4 If one or more provisions of these general conditions are invalid or set aside, the remaining provisions of these general conditions shall remain applicable.
- 1.5 Deviations from these general conditions only apply if specifically accepted in writing by In2Clinic.

2 Conclusion of an agreement

- 2.1 All offers are without obligation, unless the offer contains a term for acceptance.
- 2.2 The offer is based on the information provided by the client. In2Clinic may rely on the accuracy and completeness this information.
- 2.3 An agreement is concluded by oral or written acceptance of a written offer or order confirmation, or by the actual commencement of work under the assignment.

3 Execution of the agreement

- 3.1 In2Clinic shall make efforts to execute the assignment to the best of its knowledge and ability in accordance with good professional practice.
- 3.2 The client shall provide In2Clinic in full and in good time with all information needed for the proper execution of the agreement and is responsible for the accuracy, completeness and reliability of this information.
- 3.3 If a period is specified for the execution or delivery of certain activities, then that period is to be considered indicative. Late delivery shall not entitle the client to claim damages, to termination of the contract or suspension of any obligations to In2Clinic.
- 3.4 If and insofar it is required for the proper execution of the agreement, In2Clinic has the right to have certain activities carried out by third parties. The scope of Article 7: 404 BW (execution by a particular person) and Article 7: 407 BW, paragraph 2 (joint liability) is hereby expressly excluded.
- 3.5 If in the opinion of In2Clinic a change in the implementation of the agreement is necessary to meet the obligations towards the client, In2Clinic is authorized to implement this change in all fairness and reasonableness.

4 Price and payment

- 4.1 The parties can agree upon an hourly rate or a fixed fee. The prices stated in the contract are exclusive of VAT and exclusive of other assignment related costs, such as travel and lodging costs, unless otherwise indicated.
- 4.2 Payment by the client is due within 30 days of the invoice date, without any deduction or set-off, unless otherwise agreed.
- 4.3 In2Clinic is entitled to bill periodically.
- 4.4 After the term for payment has expired, the client is legally in default and is obliged to pay statutory interest for the unpaid amount, until the date the payment is made. In addition all (extra) judicial costs in connection with the collection of outstanding invoices - with a minimum of 15% over the amount to be collected - are for the account of the client.
- 4.5 Any objection regarding an invoice must be communicated to In2Clinic in writing within 30 days of the invoice date.

5 Force Majeure

- 5.1 Force majeure means any circumstance of such a nature that (further) fulfilment of the agreement by In2Clinic cannot reasonably be required. This includes, but is not limited to, operational failures, technical malfunctions, (loss due to) computer malfunction, accident, fire, disease, obstruction by third parties, unforeseen complications and other emergencies that prevent or restrict the business operations of In2Clinic.
- 5.2 During the period of force majeure the delivery and other obligations of In2Clinic can be suspended. If this period lasts longer than two months, either party has the right to terminate the agreement without any obligation to pay damages to the other party.
- 5.3 If at the time the force majeure In2Clinic already partially fulfilled its obligations, In2Clinic is entitled to invoice the already supplied services.

6 Liability

- 6.1 In2Clinic is only liable for shortcomings in the execution of an assignment to the extent this is due to deliberate intent or gross negligence.
- 6.2 Liability for indirect or consequential damages is entirely excluded.
- 6.3 In2Clinic is not liable for damages of any kind resulting from the use of false and/or incomplete data provided by the client.
- 6.4 The total liability of In2Clinic is limited to compensation of direct damages up to the amount of the fee charged at the time of damage. For assignments with a duration longer than 1 year, the compensation is limited to a maximum of the annual fee and is always limited to the amount paid by its insurer in the relevant case.
- 6.5 Any claim by the client as specified in this Article does not apply if such a claim is not submitted in writing within six months after completion of the assignment.

7 Indemnity

- 7.1 The client shall indemnify In2Clinic against any and all third party claims, as well as for damage caused by acts or omissions by third parties in the performance of the assignment.

8 Confidentiality

- 8.1 Both In2Clinic and the client are obliged to observe secrecy of all facts and details of the company that he or she knows or can reasonably suspect to be confidential.

9 Intellectual property

- 9.1 All information, advice or documentation provided by In2Clinic are exclusively for the client and may not be reproduced, published or disclosed by the client without prior consent, unless otherwise required by the nature of the provided documents.
- 9.2 In2Clinic reserves the right to use the knowledge gained by the performance of the assignment for other purposes, to the extent that no confidential information is disclosed to third parties.

10 Cancellation or termination

- 10.1 If the client fails to perform its financial or other obligations; and in case of bankruptcy, suspension of payments, shutdown, liquidation, or transfer of all or part of its business, In2Clinic is entitled to suspend or terminate the execution of the contract. In2Clinic is not liable for the damage caused by the suspension or termination of its activities.
- 10.2 In2Clinic reserves the right to fully or partially cancel the agreement if circumstances arise of such a nature that fulfilment of the agreement cannot be reasonably required of In2Clinic. In such cases In2Clinic must notify the cancellation in writing to the client. In such case the client is not entitled to claim damages.
- 10.3 Both parties have the right to terminate the contract if one of them considers that the assignment cannot be carried out as agreed. This early termination of a contract is only possible if the parties expressly agree in writing or under payment of the total fee for the

original duration of the contract, unless the parties have agreed a different payment in writing.

11 Applicable law and disputes

- 11.1 All agreements with clients are subject to Dutch law, also if a contract is executed wholly or partly abroad or if the involved party is domiciled abroad.
- 11.2 The competent judge in the district of In2Clinic has exclusive jurisdiction to hear disputes, unless the law requires otherwise or in case In2Clinic chooses to submit the dispute to another court.
- 11.3 All reasonably made judicial and extrajudicial costs, arising from failure of the client to fulfil its obligations are for the account of the client.

12 Language

- 12.1 The original general conditions are written in the Dutch language. This is an English translation of the original Dutch version. In case of dispute regarding the content or intent of these general conditions, the Dutch text shall prevail.

In these general conditions the following definitions are used:

- A client: a company or legal person that orders services from In2Clinic
- An agreement: a contract between the client and In2Clinic on the agreed services.