



## TERMS AND CONDITIONS PRIMANED BV

**Primaned B.V.**  
Barbizonlaan 55  
P.O. Box 247, 2900 AE  
Capelle aan den IJssel  
The Netherlands

info@primaned.com  
T: +31 (0)10 44 25 177

### I) GENERAL

#### 0. Definitions

In these general terms and conditions:

'Primaned':	Primaned B.V. Registered office (2908 ME) Capelle a/d IJssel at the Barbizonlaan 55, registered in the Trade register under number 24461971.
'Client':	The natural or legal person who, in connection with the provision of services and/ or the (doing) Primaned, has linked or is in negotiation with it, or that party to whom Primaned a tender of other offer has released.
'Services':	The services to be supplied or to be carried out and/or the adoption work, to which Primaned has committed itself towards the client.
'Contract':	The contract whereby Primaned commits itself to the principal to carry out the activities entrusted to it by this task, under the conditions laid down in this Regulation, under his control and supervision or a third party to be designated by him.
'Employee':	The natural person who, pursuant to an employment contract with Primaned, carries out a contract with or for the benefit of the principal of Primaned.
'Fee':	The remuneration payable by the client to Primaned in connection with the contract.
'Agreement':	The contract concluded between Primaned and the client by supply and acceptance and in which the contract is established and elaborated.

#### 1. Offer and agreement

- 1.1. These general terms and conditions apply to all offers and agreements whereby Primaned services (of any kind) to the client, even if these services are not (further) described in these terms and conditions.
- 1.2. The applicability of any purchase of other terms and conditions of the client is expressly rejected.
- 1.3. If any provision of these terms and conditions is void or destroyed, the other provisions of these general terms and conditions will remain in full force and Primaned and Client shall consult in order to provide new provisions for replace the void or annulled provisions for replace the void or annulled provisions, taking into account as far as possible the purpose and scope of the void or annulled provision.
- 1.4. All offers are without obligation, unless explicitly stated otherwise in the offer in writing. The same applies to the content of the information provided at or in connection with the offer. Unless expressly otherwise indicated by Primaned, the offer is valid for 30 days, after which the offer is irrevocably void and no longer can be invoked. Primaned is always entitled to withdraw a given offer.
- 1.5. The agreement is concluded by written confirmation of Primaned of the acceptance of an offer or offer by the client. For the extent of obligations of Primaned, the order confirmation is binding. The agreement shall also be deemed to have been established if at the request of the client, Primaned commences the execution of the services.
- 1.6. All offers, appointments, commitments, etc. Whether or not done by or made with personnel are only valid in so far as the have been confirmed in writing by authorized persons of Primaned. On the contractor's behalf, the obligations to check whether the offers, appointments, commitments, etc. made by Primaned have been carried out by authorized persons of Primaned.



## **2. Price and payment**

- 2.1 All prices are excluding sales tax (VAT) and other government levies. Unless otherwise expressly agreed in writing, charges shall be made excluding travel and accommodation costs, installation costs, assembly costs and other costs related to the performance to be delivered. Reported rates apply to normal working days; including: Monday to Friday between 08:00 -17:00 pm. Generally recognised holidays are not covered by normal working days.
- 2.2 In the case of an agreement in respect of which the customer is subject to periodic payment, Primaned shall be entitled, in accordance with a three- month notice period, to use written notification of the applicable prices and rates to adjust.
- 2.3 Cost-determining factors such as currency rates or import duties may change, in which case Primaned is entitled to adjust its prices accordingly. Primaned is in all cases entitled to adjust the agreed prices and tariffs by means of a written notification to the client for services or other benefits which, according to the relevant planning or according to the agreement shall be delivered at a time that is at least three months after the date of such notification.
- 2.4 If the client does not wish to agree to an adjustment of prices and tariffs as provided for in article 2.2 or 2.3 by Primaned, the client shall be entitled, within seven working days of the notification referred to in those articles, to Agreement in writing against the date mentioned in the notification of Primaned to which the price of tariff adjustment would enter into force or to cancel the agreement.
- 2.5 All invoices will be paid by the client in accordance with the payment terms stated on the invoice. In the absence of specific conditions, the client will pay within thirty days of the invoice date, without any discount or settlement.
- 2.6 Primaned is entitled at any time to require the client to secure. Primaned is also entitled, before executing any agreement, to require the payment of the client. In both cases, Primaned is entitled to suspend its work (in the broadest sense of the word) until its request has been fully complied with.
- 2.7 If the client does not pay the amounts due within the agreed time limit, the client, without any notice of defaults, shall on the outstanding amount per month or part thereof, Primaned the statutory interest shall be payable by 2 percentage points. If the client remains negligent after a notice of default, the claim can be handed over, in which case the client is in addition to the total amount due (consisting of invoice claim including expired interests) will also be held for full reimbursement of extrajudicial and judicial (collection) costs, the height of which is determined at a minimum of 15% of the total amount, with a maximum of € 500,-
- 2.8 Any advertisements of the client shall not suspend the payment obligations of the client.

## **3. Delivery dates**

- 3.1 All (delivery) deadlines mentioned by Primaned have been determined to the best of the data which were known to Primaned when entering into the agreement and will be respected as far as possible. The single overrun of a specified (delivery) term does not bring Primaned into default. Deadlines are therefore never fatal. Primaned is not bound by (delivery) deadlines which cannot be met due to circumstances beyond its control which occurred after the contract was entered into the agreement.

## **4. Force majeure**

- 4.1 No party shall be obliged to fulfil any obligation if he is prevented from doing so as a result of force majeure. Force majeure shall also include a non-attributable shortcoming of subcontractors of Primaned.
- 4.2 If the overpower situation has lasted more than ninety days, the parties have the right to terminate the agreement by written dissolution. What has already been done as a result of the agreement will then be settled in proportion, without the parties being liable for anything.



## **5. Cooperation by the client**

- 5.1 The client will Primaned always provide useful and necessary information or information for the proper execution of the agreement and provide all cooperation.
- 5.2 The client is responsible for the use and application in its organization of the services to be provided by Primaned, as well as for the control and security procedures and an adequate system management.
- 5.3 Indien is overeengekomen dat Opdrachtgever programmatuur, materialen of gegevens op informatiedragers ter beschikking zal stellen, zullen deze voldoen aan de voor het uitvoeren van de werkzaamheden noodzakelijke specificaties. If it is an agreement that the client will make software, materials or data available on information carries, the shall comply with specifications necessary for carrying out the work.
- 5.4 If the information necessary for the implementation of the agreement does not Primaned, not timely or not in accordance with the agreements, or if the client does not fulfil its obligations in any other way, Primaned has the right to suspend the performance of the contract and shall have the right to charge the costs incurred in accordance with its usual tariffs. If Primaned the client has set a time limit for obtaining the data referred to in the first sentence of this article and the client does not comply with the time limit, Primaned is entitled to end terminate the agreement with direct effect. In that case, the client owes the work actually performed by Primaned and costs incurred to Primaned, with a minimum of 25% of the value of the contract.
- 5.5 In the event that employees of Primaned work at the client's location, the client shall, free of charge, for the facilities reasonably desired by those employees, such as where applicable to a working area with telecommunications facilities etc. The client shall indemnify Primaned for claims by third parties, including employees of Primaned, who in connection with the execution of the contract, suffer damage resulting for the act or omission of the client or of unsafe situations in its organisation. The client will ensure that the location or workspace in which the employees of Primaned work complies with statutory health and safety requirements, as for example laid down in the ARBO legislation.

## **6. Duration and termination agreement**

- 6.1 If the agreement relates to the periodic or otherwise regular provision of services, the Agreement shall be entered into for the duration agreed between the parties, in the absence of which a period of one year applies. The duration of the agreement is whenever tacitly extended for the duration of the original period, unless the client or Primaned terminates the agreement in writing, taking into account a notice period of three months before the end of the periods.
- 6.2 Each party shall have the power to dissolve the agreement only if, following a sound and as detailed as possible, written notice of default in which a reasonable period is set for the purification of the shortcoming, attributable deficit in the fulfilment of essential obligations under the Agreement.
- 6.3 If an agreement which, in its nature and content, did not terminate by fulfillment, has entered into a indefinite period, it may be terminated by written notice by each of the parties after good business consultation and stating reasons. If no explicit notice period has been agreed between the parties, a reasonable time-limit of at least three months must be observed at the termination. Parties shall never be liable for any compensation for termination.
- 6.4 Primaned may terminate all or part of the agreement without notice and without judicial intervention by written notice with immediate effect, or if the client is temporarily, moratorium of Payment is granted if the client is requested for bankruptcy or if his company is liquidated or terminated other than for the purpose of reconstructing or merging companies. Primaned will never be liable for any damages due to this termination or dissolution.
- 6.5 If, at the time of the dissolution referred to in Article 6.2, the client has already received services or other performance in implementation of the agreement, such services or other benefits and the related payment obligation shall No object of undoing, unless Primaned is in default with respect to those services or other performance. Amounts invoiced by Primaned for the dissolution in connection with what he has already carried out or delivered for the execution of the contract shall remain without prejudice to the provisions of the preceding sentence and shall be payable on the Moment of dissolution immediately due.



## **7. Confidential information and non-takeover clause**

- 7.1 Each of the parties states that all prior to and after entering into the agreement of the other party shall be kept confidential. Information shall in any event be considered confidential if it is indicated by one of the parties as such.
- 7.2 If the client infringes the provisions relating to confidential information (also laid down in article 7), the client shall owe to Primaned a penalty which is immediately payable and not for moderation of €10,000,- per Infringement, without prejudice to the right of Primaned to recover in addition its actual suffered and suffered damage on the client.
- 7.3 Each of the Parties shall, during the term of the agreement, and one year after termination thereof, engage only employees of the other party who have been involved in the performance of the agreement, or otherwise, directly or indirectly, After the other party has given written permission to do so. Permission as aforementioned shall not be withheld on other than reasonable grounds.
- 7.4 If the client violates the provisions of the preceding paragraph of this article and, after having been subject to a recovery period of 5 days, refuses to cooperate in the undoing of this infringement, he shall forfeit a direct payable penalty of €5,000, -Per (part of a) day that the offense persists, including the aforementioned 5-day term.

## **8. Risk**

- 8.1 Client is responsible and liable for the use, security and correct application in its organization of the services provided by Primaned and other performance as well as for damage to and loss of to its own and to client Documents and data entrusted.

## **9. Liability of Primaned; indemnification**

- 9.1 Primaned accepts legal obligations for damages insofar as it appears in this article.
- 9.2 Total liability of Primaned because of an attributable shortcoming in the performance of the contract is limited to compensation of direct damages up to the amount of the price stipulated for that agreement (excl. VAT). If the agreement is essentially an expensive contract with a maturity of more than one year, the stipulated price shall be set at the total of the fees (excl. VAT) stipulated for one year.  
In no event shall the total compensation for direct damage exceed the amount or amounts which the liability insurer of Primaned will return. Direct damage shall be understood to mean only:
- The reasonable costs that the client should make in order to allow the performance of Primaned to respond to the agreement. However, this damage shall not be reimbursed if the client has dissolved the contract;
  - The costs incurred by the client for the need for longer operation of his old system or systems and related facilities because Primaned has not delivered on a mandatory delivery date, minus Any savings resulting from delayed delivery;
  - Costs incurred to determine the cause and extent of the damage, provided that the determination relates to direct damage within the meaning of these conditions;
  - Costs incurred to prevent or reduce damage, provided that the client demonstrates that these costs have led to a limitation of direct damage within the meaning of these conditions.
- 9.3 Liability of Primaned for indirect damages, including consequential damages, lost profits, missed savings and damage caused by company stagnation, is always excluded.
- 9.4 Outside the cases mentioned in this article, Primaned shall not be liable for damages, irrespective of the grounds on which an action for compensation would be based.
- 9.5 The liability of Primaned due to attributable shortcoming in the performance of an agreement arises only if the client fails to Primaned promptly and properly in writing, claiming a reasonable time to Purification of the shortcoming, and Primaned even after that term attributable in the fulfilment of its obligations remains inadequate. The notice of default must contain as detailed a description as possible of the shortcoming, so that Primaned is able to respond adequately.
- 9.6 Condition for the emergence of any right to compensation is always that the client reports the damage as soon as possible after the occurrence thereof in writing to Primaned.



- 9.7 If Primaned makes use of products/materials/modest/designs supplied by the client, or by third parties proposed by the client, liability will always be Excluded if the damage (partly) is the result of the use or the act/omission of these third parties.
- 9.8 Notwithstanding the statutory limitation periods, the limitation period of all claims and exclusions against Primaned and against the third parties involved in the implementation of the agreement shall be one year.

## **10. Security and privacy**

- 10.1 The client shall ensure that all legal requirements relating to the data to be processed, including in particular the requirements of or pursuant to the Personal Registrations Act, are strictly observed and will be made and that All the required notifications have been made.  
The client shall provide Primaned with any information requested without delay in writing. Primaned will ensure adequate security of personal registration for a state of the art.
- 10.2 The client shall hold Primaned for any claims by third parties that may be instituted against Primaned for breach of the Personal Data Protection Act and/or statutory retention periods.

## **11. Modification and additional**

- 11.1 If, on request or with the prior agreement of the client, Primaned has carried out any work or other performance other than the content or scope of the agreed services (' the contract '), such work or performance shall be Client to Primaned are reimbursed according to the usual rates of Primaned. However, Primaned is not obliged to comply with such a request and may require that a separate written agreement be concluded for that purpose.
- 11.2 The client accepts that by work or performance as referred to in article 11.1, the agreed or expected time of completion of the services, and the mutual responsibilities of the client and Primaned, may be affected.
- 11.3 To the extent that a fixed price has been agreed for the services and parties intend to conclude a separate agreement with regard to additional work or performance, Primaned will inform the client in writing of the Financial consequences of such additional work or performance.

## **12. Training, courses and training**

- 12.1 The provisions of these general terms and conditions shall also apply to courses to be given by and/or because of Primaned in so far as this article does not deviate from it.
- 12.2 The price for participation in a course provided by Primaned includes a trainer and the course material provided.
- 12.3 Courses are organised at the offices of Primaned, unless otherwise agreed in writing. If courses are organised outside the office of Primaned, the costs of transport, room rental, overnight stays and the like will be passed on to the client. If the course will be given on location to the client, the client is responsible for the correct furnishing of this location. Primaned can assist with the availability of hard-and software.
- 12.4 A course organized at the request of the client is open only to the employees of the client unless the parties have agreed otherwise in writing.
- 12.5 If the client cancels all or part of the course within 45 working days before commencement of a course, the client is obliged to compensate all costs, damages and interests of Primaned.
- 12.6 If within 45 working days before the commencement of a course the client requests the transfer of the course, it will still be held on a date to be determined within 12 months from the date of the conclusion of the contract. However, In the aforesaid case, the client shall owe the costs of the originally planned course, which Primaned has already made or will have to make, fully. In addition, the client is obliged to pay the full price for the course specified.
- 12.7 Of the course material provided by Primaned, all rights (including copyrights) to Primaned, its licensors or suppliers remain reserved. Without the prior written consent of the right holder (s), nothing can be reproduced from the material or made public in any other way.



### **13. General**

- 13.1 The article heads of these general terms and conditions serve only to promote readability and have no meaning in determining the content and scope of the terms.
- 13.2 These general terms and conditions are originally drawn up in the Dutch language. In case of an interpretation dispute in a translated version of these terms, the Dutch version is authentic and decisive.

### **14. Applicable law and litigation**

- 14.1 All negotiations, offers, arrangements for concluding agreements and the content and consequent execution of those agreements between Primaned and client are governed by Dutch law.
- 14.2 In the event of nullity of one or more provisions of a legal relationship existing between the parties, the Parties shall be bound by rules of as much as possible corresponding to invalidity.
- 14.3 All disputes-including those considered by one of the parties as such-which, following negotiations, offers, the arrangements for establishment of contracts, the content and the resulting implementation Those agreements which may arise between Primaned and the client or in response to further agreements which might be the result of them will be settled by the competent court in Rotterdam, but not after the procedure In accordance with the Mini-trial regulations of the Foundation Dispute resolution automation in The Hague (= Non-binding advisory procedure) has been followed, without prejudice to the right of Parties to request a provision in summary proceedings.

## **II) SPECIFICALLY WITH RESPECT TO SERVICES**

### **15. Implementation of services**

- 15.1 Primaned will be able to endeavor to perform the services with care, where appropriate in accordance with the agreements and procedures agreed with the client.
- 15.2 If it has been agreed that the services will take place in phases, Primaned is entitled to postpone the commencement of the services which belong to a further stage until the client has written the results of the preceding phase Approved.
- 15.3 Only if expressly agreed in writing has Primaned been obliged to follow the instructions of the client in the execution of the services in good time and responsibly. Primaned is not obliged to follow any instructions that modify or supplement the content or scope of the agreed services; However, if such instructions are followed, the relevant work will be reimbursed in accordance with article 11.
- 15.4 If the agreement has entered into services for the purpose of execution by a particular person, Primaned will always be entitled to replace that person with one or more other persons with the same qualifications.

### **16. Implementation of consultancy**

- 16.1 In carrying out the assignment, Primaned shall take the utmost account of the requirements and conditions laid down for the client. Deviations from these requirements and conditions only take place in consultation with the client.
- 16.2 Primaned is in favor of a proper execution of the assignment. However, Primaned is not responsible for information and data provided by the client.
- 16.3 The choice of the person or persons performing for Primaned the work or Execution takes place in close consultation with the client.
- 16.4 For the rest, Primaned is not liable for employees who do not appear to comply with the requirements set by the client, unless the client proves that there is a gross negligence of Primaned in the selection, in which case the Liability of Primaned is limited to the fee charged to the client in connection with the employee concerned. Any complaint in this respect must be submitted by the client to Primaned within one month of the commencement of the work by the relevant employee with the client; Complaints that arrive after that time are inadmissible, in any event, the client shall bear the full risk if he continue the employee concerned.



## **17. Working time and -times**

- 17.1 Employees ' working hours with the client are agreed in advance between the client and Primaned. The client is free only with the prior permission of Primaned to agree on different working hours and/or a shorter working time with an employee. The client is in favor of Primaned that the working time and working hours of these workers comply with the statutory and other requirements imposed by the Government.
- 17.2 Primaned can never be held liable by the client in connection with the working time and/or working hours of employees insofar as they are not agreed in writing with Primaned.
- 17.3 The time and duration of the holiday of an employee shall be determined by mutual agreement between the client, Primaned and the employee.

## **18. Legal Relation**

- 18.1 The employee is at all times under the authority of Primaned. It is therefore expressly not a question of posting to the client.

## **19. Fee**

- 19.1 The fee is calculated by the amount of work agreed upon under the contract. Primaned charges in principle in sessions (up to 4 hours) or whole working days (up to 8 hours).
- 19.2 The client shall pay the fee for the full agreed work size and, if necessary, more hours worked, unless and insofar as the employee has not worked for a reason in the risk atmosphere of the employee or of Primaned ( including sickness and incapacity for work of the worker).
- 19.3 Overtime is classified as such, if applicable to the contract, in accordance with the applicable terms of employment at Primaned. The following storages at the rate per unit of time apply:
  - Monday through Friday : +25%
  - Saturday : +50%
  - Sunday : 100%
- 19.4 If agreed, travel hours of the employee may also be included in the fee. If the contract entails that certain activities are carried out abroad, the applicable fee is agreed beforehand and confirmed in writing.

## **20. Rate change**

- 20.1 If the work of an employee deviates or changes in the case of the originally agreed work, so that they justify a higher remuneration, the Primaned is free to pay the employee accordingly Adjust.
- 20.2 Any increase in the wage costs of an employee entitles Primaned to increase the rate payable by the client as from the time of that increase accordingly.
- 20.3 If the client does not wish to agree to an adjustment of tariffs as provided for in this article by Primaned, the client shall be entitled within seven working days of the notification of the rate increase to the agreement To denounce in writing the date mentioned in the notification of Primaned to which the tariff adjustment would enter into force or to cancel the agreement.

## **21. Hours of accountability**

- 21.1 The invoices of Primaned are issued on the basis of the hours of accountability drawn up by the client for agreement, also called declarations, which the client attaches. The client is obliged to ensure that the hours of accountability indicate the correct number of hours worked, overtime and other surcharge hours, that the columns that are not applicable will be deleted and that the actual expenses incurred to Truth have been filled.
- 21.2 In the case of a difference between the hours provided by the employee at Primaned and the statement retained by the client, the hours provided for in Primaned shall be accountable for the fee, which will be included in the invoice, if full proof, except against proof by the client that the copy retained by him is correct.
- 21.3 If the client refuses to sign the employee's hours for agreement and/or does not, within 14 days after the work in question, provide himself with Primaned-in his view correctly completed-hours accountable, Primaned has The right to determine the number of hours worked by the worker in accordance with the employee's declaration or, in the absence of such a declaration, to be determined by the agreed scope of employment.



## **22. Confidentiality**

- 22.1 Primaned is obliged to the principal to ensure that, in writing, the worker is obligated to secrecy with respect to Primaned in respect of all his/her professional activities and of which he can reasonably and should presume that Primaned and/or the principal may cause damage.
- 22.2 The client is free to require a separate confidentiality certificate from the employee.

## **23. Duration and termination of the contract**

- 23.1 The duration of the assignment is agreed as much as possible in the form of a calendar term. In the light of the nature of the contract and/or the work to be carried out, the duration of the contract shall be conditional upon the occurrence of a certain future event or the termination of a particular project and as such in advance Agreed and written. The time at which the contract is to be agreed shall be objectively determinable and, if necessary, supplemented by an external date on which the contract ends.
- 23.2 The contract shall be valid for the duration agreed upon during the completion of the contract and confirmed by Primaned to the client. The contract may be terminated for the first four weeks without regard to any term, unless an employee has previously worked for the client (via Primaned or in the service of the principal himself). After four weeks, the contract may be terminated only by the client under payment of the agreed rate per unit of time for the remaining original duration of the contract, unless and insofar as Primaned the employee For this remaining duration of the employment contract for equal work and at an equal rate per unit of time on another assignment, or the employment contract between Primaned and the employee may end in the interim.
- 23.3 If, in accordance with paragraph 1 of this article, the duration of the contract is made conditional on a certain future event or of the termination of a particular project, the principal shall be obliged, as soon as he is known, when this event will or when the exact project ends, Primaned immediately but at the latest 2 weeks in advance in writing serving. In the absence of such timely serving, the client shall be liable for any damage caused by Primaned which is the direct or indirect consequence thereof.
- 23.4 The determination of the serving period upon termination of a contract, the date of the postmark of the written serving went to Primaned as the day of the serving went by the client towards Primaned.
- 23.5 The principal shall not be allowed to carry out any work other than the work agreed upon in the contract, in particular if such other work is affected, without the consent of Primaned. The duration of the contract.
- 23.6 In all cases of termination of a contract with respect to Primaned, the Client also make simultaneous announcement of the end of the contract to the employee.
- 23.7 Notwithstanding the provisions of the preceding paragraphs, Primaned will never be liable for any termination, necessary by or on the basis of a government prescription, even if this applies only to Primaned, or for termination by the Employee of the work for the benefit of the principal, even if this is done without respect of any term, but Primaned will use reasonable care that the principal is informed as timely as possible and that If desired, in consultation with the client, another employee of Primaned will continue the work. As regards this other worker, a new contract is to be applied, to which this article applies separately.

## **24. Liability**

- 24.1 Primaned bears no liability for damages and losses incurred by employees of Primaned may be caused to third parties or to the principal himself
- 24.2 Nor is Primaned liable for any commitments entered into by the employee of Primaned who bind the client or who have otherwise arisen for such employees during the work of the client and WHO Client or his staff or other third parties.
- 24.3 The client shall be liable and Primaned harmless in respect of any claims made by employees to compensate for the damage suffered by a worker belonging to that employee and who, in the course of the work entrusted to him, Case is damaged.
- 24.4 If and insofar as the work of the employee is carried out under the guidance and/or supervision of Primaned, Primaned is obliged to (do) free of charge the deficiencies attributable to Primaned or to the employee in the execution of work. Restore.
- 24.5 Any liability of Primaned for damages of the client is limited to direct damage and further up to the fee charged to the client in connection with the contract in question.



24.6 All liability of Primaned expires in any case by the expiration of six months after the contract has ended.

Registered at the Chamber of Commerce in Rotterdam dated 25 January 2017, under number 24461971 (Primaned B.V.).