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A **globally leading** medical device consultancy group

# General Terms of Delivery

Qserve Group B.V. | Qserve Consultancy B.V. | Qserve Support B.V.

## Article 1: Applicability

- 1.1 These general terms and conditions form part of all agreements howsoever named, with respect to the supply of services by Qserve Group B.V., Qserve Consultancy B.V. en Qserve Support B.V. referred to below as 'QSERVE'

## Article 2: Offers, order confirmations

- 2.1 Offers issued by QSERVE in writing will not be binding until signed for approval (letter, e-mail or fax) by the customer and sent back to, and duly received by, QSERVE.
- 2.2 Oral offers are entirely without obligation and will not be binding upon QSERVE until confirmed by QSERVE in writing (letter, e-mail or fax). Article 2.1 will apply mutatis mutandis.
- 2.3 If, without a prior offer from QSERVE, a customer places an order in writing or verbally with QSERVE, that offer will not be binding upon QSERVE until QSERVE has confirmed it in writing (letter, e-mail or fax).
- 2.4 The provisions of this Article will also apply to any potential increase or decrease in the amount of work to be performed. If QSERVE expects an increase in the work, it will contact the customer in advance. Increases or decreases in the amount of work will be deemed to be a part of the agreement existing between the parties.

## Article 3: Prices and payment

- 3.1 All rates and expenses quoted in offers, order confirmations or other written documents of QSERVE are exclusive of V.A.T., unless expressly stated otherwise.
- 3.2 With respect to claims denominated in foreign currency against debtors located outside of the Netherlands, QSERVE will not be liable for any exchange differences, conversion differences and/or transfer problems.
- 3.3 Invoices dispatched by QSERVE must be paid by the customer within 14 days of the invoice date.
- 3.4 All payments must be made without any deduction of expenses incurred by the customer in that context. The right to set-off is hereby excluded.
- 3.5 If the customer fails to pay the outstanding amounts within the term referred to in paragraph 3.3, the customer will be in default by operation of law and, without notice from QSERVE being required, forfeit a penalty of 4% a month on the entire amount outstanding.

- 3.6 Should collection be necessary, all judicial and extra-judicial costs incurred by QSERVE will be at the customer's expense. All payments by the customer will be applied first to the interest due and the costs of collection and subsequently to settle the invoice longest outstanding.

## Article 4: Copyright

- 4.1 Except for the moral rights, copyright to the reports and other written documents prepared by QSERVE and the documents resulting from its work belongs to QSERVE. Without written authorization of QSERVE the Customer is not free to use, publish and/or modify data, or portions and/or excerpts from reports and other documents without an appropriate notice, acknowledging the authorship of QSERVE.
- 4.2 Multiplication will be allowed for internal use. In addition, the first paragraph does not apply to phrases containing facts of general knowledge.
- 4.3 In the event of breach of the ban set out in this Article 4, the customer will forfeit a penalty of 100% of the price agreed on the basis of the offer or the order confirmation (including variations in the amount of work) payable to QSERVE for each breach, without prejudice to QSERVE's right to claim payment of the damage incurred.

## Article 5: Confidentiality

- 5.1 QSERVE undertakes not to disclose to third party any information received in confidence from the customer. This duty of confidentiality will apply equally to all individuals who work with or on behalf of QSERVE. In case of a signed Confidentially Agreement then the Confidentially Agreement prevails. This duty of confidentiality does not extend to facts of general knowledge or facts that QSERVE learned from another source.

## Article 6: Liability

- 6.1 In no event shall QSERVE be liable for any special, indirect, consequential, incidental or punitive damages incurred by the Customer arising under or as a result of Agreement (s) (or the termination thereof) including but not limited to damages caused by incorrect and/or incomplete technical, scientific or regulatory data provided to QSERVE by the Customer or third parties over which QSERVE has no control or influence. For the avoidance of doubt the Customer is solely responsible for designing, development, classification, registration and marketing of its products.
- 6.2 QSERVE is not liable to the customer for damage caused by or related to the services rendered on behalf of the customer, except if that damage is due to wilful intent or gross negligence of QSERVE and/or its employees.
- 6.3 QSERVE does not accept any liability for damage arising as a result of force majeure or a delay in the performance of the order, which cannot be held against QSERVE.
- 6.4 QSERVE accepts no liability whatsoever for delays in the performance or progress of consultancy projects, either directly due to, or resulting from a Pandemic event beyond our reasonable control.
- 6.5 The total amount of QSERVE 's liability to a customer will in no event exceed the amount of the offer or of the order confirmation (including any increase or decrease in the amount of work).

## Article 7: Early termination

- 7.1 As long as the customer has not fully complied with his payment obligations, all reports and other documents prepared by QSERVE remain the ownership of QSERVE.
- 7.2 If the customer fails to perform an agreement, QSERVE is entitled to terminate this agreement upon notice, without prejudice to its right to claim payment of the damage incurred or yet to be incurred in this context.
- 7.3 If the customer applies for a suspension of payments, is declared bankrupt, ceases or winds up his business, he will be deemed to be in default by operation of law. In that case, all claims against him will be due in their entirety. In those cases, QSERVE will have the right to claim performance or to terminate the agreement in whole or in part without any notice or court intervention being required, the foregoing without prejudice to QSERVE's right to claim damages.

## Article 8: QSERVE staff

- 8.1 During the term of the Agreement between Parties and during six (6) months thereafter Customer shall not employ or have work for him or for third parties the staff of "QSERVE", on penalty of a direct fine of € 15.000, -- per violation, plus an amount of € 1.000, - for each day that the violation of this article continues, notwithstanding the right of "Qserve" to full compensation.

## Article 9: Disputes and applicable law

- 9.1 All agreements entered into by QSERVE are governed exclusively by Dutch law.
- 9.2 All disputes arising from or in relation to the agreement between the customer and QSERVE will be brought before the competent court in Haarlem, the Netherlands, unless QSERVE prefers to have the dispute brought before the competent court in the district where the customer is established.

*These terms and conditions were filed with the Chamber of Commerce for Noordwest-Holland on October 15, 2013 under numbers 36053168 (Qserve Group BV), 37117707 (Qserve Consultancy BV) and 37117708 (Qserve Support BV).*

**Purmerend, October 2013**