



GENERAL TERMS & CONDITIONS OF THE ETB-BISLIFE FOUNDATION

These General Terms and Conditions come into effect on 01-01-2018, replacing the previous General Terms and Conditions of the Euro Tissue Bank Foundation and the NBF-BIS Foundation, and may also be consulted on www.etb-bislife.org.

Article 1 - Definitions

In these General Terms and Conditions the following terms are defined as:

General Terms and Conditions: these General Terms and Conditions.

ETB-BISLIFE: The ETB-BISLIFE Foundation, listed in the commercial register of the Chamber of Commerce, KvK 70564000, with a RECOGNITION provided by the Ministry of Health, Welfare and Sport as an organ bank and tissue establishment within the meaning of Article 9 of the Body Material (Safety and Quality) Act.

Client: the counter-party to ETB-BISLIFE.

Parties: ETB-BISLIFE and Client jointly.

Services: a) activities in the area of the purchasing, processing, packaging, typing, screening, delivery of Body Material from donors; b) activities in the field of mediation for supplying, preserving, storing, examining, assessing and transporting Body Material from donors; and c) related activities in the field of information provision, training, knowledge development and knowledge utilization.

Body Material: the constituents of the human body in the broadest sense of the word.

Donor: a person or mortal remains, by or with regard to whom permission has been granted for the removal of Body Material therefrom.

Implantation: the introduction or application of Body Material into/onto the body of a recipient with a view to their treatment on medical grounds;

EU directives: the 2004/23/ EC directive and its annexes, setting quality and safety standards for the donation, recovery, testing, processing, storage and distribution of human tissues and cells, as included in Dutch legislation; the Body Material (Safety and Quality) Act and the Body Material Decree.

In writing: "in writing" is also understood in these General Terms and Conditions to include electronic text, provided that the identity of (a) Party (Parties) may be established to a sufficient degree of certainty.

Article 2 - Applicability

These General Terms and Conditions apply to all offers and quotations of ETB-BISLIFE, as well as to all assignments accepted by ETB-BISLIFE and to all agreements between the Parties.

If and insofar as the Parties wish to deviate from these General Terms and Conditions, the deviations must be agreed in writing. The provisions of these General Terms and Conditions that are not deviated from in the aforementioned manner are fully applicable.

The applicability of General Terms and Conditions and/or other conditions of the Client is excluded, unless the Parties have expressly agreed otherwise in writing.

Article 3 - The agreement

An agreement between the Parties first comes into effect when the written order by or on behalf of the Client, has been accepted in writing by ETB-BISLIFE. A payment guarantee may be required in advance if ETB-BISLIFE deems this necessary.

ETB-BISLIFE strives to exercise great care in the execution of Services.

Delivery period is established in consultation between the Client and ETB-BISLIFE. The agreed delivery period is indicative and may never be regarded as a strict deadline.

ETB-BISLIFE endeavours to ensure that the Services comply with the written agreement, the specifications mentioned by ETB-BISLIFE in the offer, the reasonable requirements of soundness and/or usability and the European standards existing at the date of the formation of the agreement guidelines and Dutch legal provisions and/or government regulations.

The Client is obliged to act in the execution of this agreement in accordance with all relevant laws and regulations and - where applicable - to carry responsibility for all necessary permits and authorisations. The Client is obliged to immediately report serious adverse events and side effects with the Body Material delivered to ETB-BISLIFE.

The Client passes on all relevant information to ETB-BISLIFE, in order to facilitate the traceability of the Body Material delivered and to warrant the quality control and the safety of the Body Material delivered.

The Client is obliged to use the Body Material exclusively in accordance with conditions established beforehand by ETB-BISLIFE and exclusively in the proprietary institution, unless agreed otherwise in writing with ETB-BISLIFE. The Client is not permitted to make the Body Material available to third parties or to use it for purposes other than Implantation, without the prior written permission of ETB-BISLIFE.

The Client warrants that he has the required medical expertise and knowledge that is required for a well-judged Implantation of the Body Material made available in the manner intended by the Client.



ETB-BISLIFE

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Article 4 - The price

Unless agreed otherwise in writing, the rate as included in the ETB-BISLIFE list of rates, which is fixed periodically by ETB-BISLIFE, applies to the performance of the Services, without the Client's consent being required. The Client hereby states that it is familiar with the price list. In addition, transport costs will be charged.

If after the agreement has come into effect, circumstances occur that have an upward influence on the set rates, ETB-BISLIFE is entitled to pass on the increase to the Client with immediate effect. The Client is entitled to dissolve the agreement only in the event that the price increase occurs within three months after the conclusion of the agreement.

Article 5 - Payment

The Client is obliged to pay the invoices sent by ETB-BISLIFE within 30 days after the date of the invoice.

The Client is obliged to pay in euros.

The Client is obliged to pay each invoice without set-off or suspension for whatever reason.

If the Client does not pay the amounts due within the agreed term, he will owe the statutory interest, to be increased by a penalty interest of 1% per month or part of a month on the amount due. In that case, the Client is also in default and is obliged to reimburse the costs for obtaining payment out of court. The extrajudicial costs are fixed at 15% of the amount owed by the Client. In the event that ETB-BISLIFE institutes proceedings against the Client for collection of the amount owed by the Client, the Client - if ruled against - will have to pay all legal costs actually incurred by ETB-BISLIFE.

ETB-BISLIFE is in any case authorised to refuse an order if it fears that the Client will not fulfil its payment obligations on the grounds that there are outstanding invoices at that time.

Article 6 - Claims on grounds of a defect

The Client may no longer make any claim on the grounds of an immediately observable defect in the Body Material delivered if he has not protested in writing in within 48 hours after receipt of the Body Material from ETB-BISLIFE and substantiated the reasons.

Notwithstanding the foregoing, the Client may no longer claim a defect if it has not protested in writing to ETB-BISLIFE within a reasonable time after it discovered or should reasonably have discovered the defect, providing documented proof of the alleged defect.

Any claim by the Client, provided it has been submitted with due observance of the provisions in the preceding paragraphs, will expire 12 months after delivery of the Body Material to the Client, unless the Client has brought this claim before the competent court before the expiry of the period of 12 months as referred to in Article 8.

Article 7 - Liability

The Client indemnifies ETB-BISLIFE against all third-party claims, including reasonable costs of legal assistance, which are in any way connected with or ensuing from the work performed for the Client and fully compensates ETB-BISLIFE for this, except in case of demonstrable gross negligence or wilful intent of ETB-BISLIFE.

Notwithstanding the provisions of the previous paragraph, in the case of liability of ETB-BISLIFE on whatever grounds, or in respect of any reason whatsoever, the liability is limited to the maximum amount for which the liability insurer of ETB-BISLIFE in the relevant case proceeds to pay to ETB-BISLIFE.

If and to the extent that no payment is made for any reason whatsoever, pursuant to the aforementioned liability insurance of ETB-BISLIFE, the aforementioned liability of ETB-BISLIFE is limited to the invoice amount.

If ETB-BISLIFE opts for the engagement of third parties for the fulfilment of the assignment, this will be done insofar as possible in consultation with the Client. The Client authorises ETB-BISLIFE to accept any liability limitations stipulated by third parties on his behalf.

Article 8 - Applicable law

The legal relationship between the Client and ETB-BISLIFE is subject to Dutch law. Any disputes shall be exclusively settled by the competent court in Amsterdam.

Article 9 - Other provisions

In the event of a dispute between the Parties, the Parties agree that the measurements, studies and values of ETB-BISLIFE shall be leading, subject to proof to the contrary to be provided by the Client.

The Dutch text of these General Terms and Conditions takes precedence over a non-Dutch translation.