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Definitions

1. Medip Analytics: Medip Analytics B.V., established in Nijmegen under Chamber of Commerce no. 84552735.
2. Client: the person with whom Medip Analytics has entered into an agreement.
3. Parties: Medip Analytics and client together.

General

1. Medip Analytics B.V. is a limited liability company under the laws of The Netherlands.

Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Medip Analytics B.V.
2. The parties can only deviate from these terms and conditions if they have agreed to this in writing.
3. The parties explicitly exclude the applicability of additional and/or deviating general terms and conditions of the client or third parties.

Offers and quotations

1. Offers and quotations from Medip Analytics B.V. are without obligation unless explicitly stated otherwise.
2. An offer or quotation is valid for a maximum of 1 month unless another acceptance period is stated in the offer or quotation.
3. If the client does not accept an offer or quotation within the period, the offer or quotation will expire.
4. Offers and quotations do not apply to repeat orders unless the parties have expressly agreed to this in writing.
5. The approved quotation or project description serves as an assignment agreement as referred to in art. 7:400 ff Civil Code, subject to Dutch law.
6. The applicability of the client's General Terms of Purchase, Payment and Delivery is expressly excluded.
7. Disputes arising from this agreement, which cannot be amicably resolved within a reasonable period, shall exclusively be submitted to the competent authority in the Arrondissement Gelderland in Arnhem.

Acceptance

1. Upon acceptance of a non-binding quotation or offer, Medip Analytics B.V. reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without the client being able to derive any rights from this.
2. Oral acceptances of an offer only bind Medip Analytics B.V. after the client has confirmed them in writing (or electronically).

Prices

1. All prices that Medip Analytics B.V. uses are in euros, are exclusive of VAT and other costs such as administration costs, travel, shipping or transport costs. These costs can amount to a maximum 5% of the total order sum.

2. All prices that Medip Analytics B.V. uses for its services and products, on its website or that have otherwise been made known, Medip Analytics B.V. can change at any time.
3. The parties agree on a total amount as a target price for a service provided by Medip Analytics B.V. unless the parties have expressly agreed in writing on a fixed price from which it is not possible to deviate.
4. Medip Analytics B.V. is entitled to deviate from the target price up to 10%.
5. If the target price is more than 10% higher, Medip Analytics B.V. must inform the client in time why a higher price is justified.
6. If the target price exceeds +10%, the client has the right to cancel the part of the assignment that exceeds the target price plus 10%.
7. Medip Analytics B.V. has the right to adjust the prices annually.
8. Prices for service contracts with recurring costs, such as Medip platform access, can be annually indexed without notice, and for multi-year contracts, prices may change after 12 months.
9. Prior to its commencement, Medip Analytics B.V. will communicate price adjustments to the client.

Payments and payment term

1. Medip Analytics B.V. may require a deposit of 50% of the agreed amount when entering into an agreement.
2. The client must pay invoices to Medip Analytics B.V. within 1 month of the invoice date unless the parties have made other agreements about this or a different payment term is stated on the invoice.
3. Payment terms are considered fatal payment terms. This means that if the client has not paid the agreed amount any later than the last day of the payment term, he is legally in default without Medip Analytics B.V. having to send the client a reminder or give notice of default.
4. Medip Analytics B.V. reserves the right to make a delivery conditional on immediate payment or to demand security for the total amount of the services or products.

Consequences of not paying on time

1. If the client does not pay within the agreed period, Medip Analytics B.V. is entitled to charge the statutory interest of 8% per month for commercial transactions from the day that the client is in default, whereby a part of a month is charged for the entire month.
2. If the client is in default, he also owes extrajudicial collection costs and any compensation to Medip Analytics B.V.
3. The collection costs are calculated on the basis of the decree on compensation for extrajudicial collection costs.
4. If the client does not pay on time, Medip Analytics B.V. may suspend its obligations until the client has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the client, the claims of Medip Analytics B.V. against the client are immediately due and payable.
6. If the client refuses to cooperate with the execution of the agreement by Medip Analytics B.V., he is still obliged to pay the agreed price to Medip Analytics B.V.

Complaints and disputes

1. As soon as the client is in default, Medip Analytics B.V. is entitled to invoke article 7:44 of the Dutch Civil Code with regard to the unpaid products delivered to the client.
2. Medip Analytics B.V. invokes article 7:44 of the Dutch Civil Code by means of written or electronic communication.
3. As soon as the client has been informed that article 7:44 of the Dutch Civil Code was invoked, the client must immediately return the products to which this right relates to Medip Analytics B.V. unless the parties make other agreements about this.
4. The costs for the retrieval or return of the products are for the account of the client.

Right of suspension

The client waives the right to suspend the fulfilment of any obligation arising from this agreement.

Right of retention

1. Medip Analytics B.V. can invoke its right of retention and in that case, keep products of the client in its possession until the client has paid all outstanding invoices with regard to Medip Analytics B.V. unless the client has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the client still owes a payment to Medip Analytics B.V.
3. Medip Analytics B.V. is never liable for any damage that the client may suffer as a result of using his right of retention.

Clearing

The client waives his right to set off a debt to Medip Analytics B.V. against a claim against Medip Analytics B.V.

Retention

1. Medip Analytics B.V. remains the owner of all delivered products until the client has fully fulfilled all his payment obligation with regard to Medip Analytics B.V. on the basis of any agreement concluded with Medip Analytics B.V., including claims regarding failure to comply.
2. Until then, Medip Analytics B.V. can invoke its retention of title and take back the goods.
3. Before ownership has passed to the client, the client may not pledge, sell, dispose of or otherwise encumber the products.
4. If Medip Analytics B.V. invokes its retention of title, the agreement shall be deemed dissolved and Medip Analytics B.V. shall be entitled to claim damages, loss of profit and interest.

Insurance

- 1) The client undertakes to adequately insure the following items and to keep them insured against, among other things, fire, explosion and water damage as well as theft:
 - a) Delivered goods that are necessary for the execution of the underlying agreement
 - b) Items of Medip Analytics B.V. that are present at the client
 - c) Goods delivered under retention of title
- 2) At the first request of Medip Analytics B.V., the client provides the policy of these insurances for inspection.

Guarantee

1. When the parties have entered into an agreement with a service character, this only contains a best-efforts obligation for Medip Analytics B.V. and therefore no obligation of result.
2. When the parties have entered into an agreement for a product, Medip Analytics B.V. will deliver the product as described in the project description and project offer. For aspects of the product which are not specified in the project description, Medip Analytics B.V. only has a best-efforts obligation and no obligation of result.

Execution of the agreement

1. Medip Analytics B.V. executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and according to the prevalent quality requirements. These also include Health Care Inspectorate (IGJ) guidelines and the current scientific guidelines for conducting research. If and to the extent required, the staff involved will meet the applicable training, competency, and proficiency requirements.
2. Reporting of results will take place as described in the approved quotation or project description.
3. Medip Analytics B.V. has the right to have the agreed services (partially) performed by third parties.
4. The execution of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the client.
5. It is the responsibility of the client that Medip Analytics B.V. can start the execution of the agreement in a timely manner.
6. If the client has not ensured that Medip Analytics B.V. can start the execution of the agreement on time, the resulting extra costs and/or extra hours will be borne by the client.

Premature termination of the agreement

1. Premature termination of the agreement is done in writing through registered mail with a notice period of one month.
2. Medip Analytics B.V. and the client are entitled to suspend or terminate the continued execution of the agreement without judicial intervention, effective immediately, without prejudice to their right to claim alternative or supplementary damages, if:
 - a. the other party is disbanded or otherwise ceases to exist;
 - b. the other party culpably fails to fulfil the obligations arising from this agreement and the deficiency is not remedied within a reasonable time following written notice to that effect;
 - c. a party is declared bankrupt or requests suspension of payments;
 - d. a significant portion of a party's assets are seized, or if a party otherwise no longer has free disposal of a significant portion of its assets.

Ownership of results

1. The ownership of the results of the work carried out by Medip Analytics B.V. depend on the type of result:
 - a. Reports, specific pieces of code, consultancy assignments, or other products that were sent to the client at the end of the agreement belong exclusively to the client.

Copyrights are assigned to the client in advance by means of the approved quotation or project description.

- b. Custom software modules, access to the cloud-platform, applications, or other software related products are lease-lend to the client. At the end of the assignment, these products will be integrated into the cloud-based platform and are accessible to the client as long as the client fulfills the recurring payments for security, updates, hosting, and maintenance. These products can be modified, removed or cancelled from the platform at any time based on wishes from the client. The ownership of these products can never transfer to the client, unless explicitly stated otherwise in the project description.
2. Medip Analytics B.V. shall be allowed to use any knowledge and results acquired during the execution of the project for the purpose of own normal use in standard business operation or the development thereof.

Privacy; informed consent; disclosure

1. While carrying out services, Medip Analytics B.V. shall treat the available personal and research data as strictly confidential and act in accordance with the privacy regulations in healthcare.
2. If applicable and to the extent necessary, the client shall ensure that its patients are appropriately informed about the services provided by Medip Analytics B.V. and the fact that their personal data will be processed by Medip Analytics B.V.
3. Medip Analytics B.V. and the client shall maintain mutual confidentiality regarding the results of the work performed and any information obtained for which confidentiality has been expressly required, or which should be assumed to be confidential by general standards.

Financial agreements regarding approved quotation

1. Medip Analytics B.V. and the client have defined the costs and rates for Medip Analytics B.V. services in the approved quotation or project description.
2. If, during the execution of the work, it turns out that there is more work, or contract extras are required, Medip Analytics B.V. and the client shall then consult with each other to discuss the consequences, financial or otherwise, and come to an agreement.

Provision of information by the client

1. The client makes all information, data and documents relevant for the correct execution of the agreement available to Medip Analytics B.V. in a timely manner and in the desired form and in the desired manner.
2. The client guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they come from third parties, insofar as the nature of the agreement does not result otherwise.
3. If and insofar as the client requests this, Medip Analytics B.V. will return the relevant documents.
4. If the client does not, not timely, or not properly make available the information, data or documents reasonably required by Medip Analytics B.V. and the execution of the agreement is delayed as a result, the resulting extra costs and extra hours will be borne by the client.

Duration of the service contract

1. The agreement between Medip Analytics B.V. and the client regarding a service or services are entered into for an indefinite period unless the nature of this agreement dictates otherwise or the parties have expressly agreed otherwise in writing.
2. If the fixed-term agreement has been entered into, it will be tacitly converted into an agreement for an indefinite period after the expiry of the term, unless 1 of the parties terminates the agreement with due observance of a notice period of 2 months, as a result of which the agreement ends by operation of law.
3. Service contracts that include recurring costs (for example for access to cloud-software) are for an indefinite period unless the nature of this agreement dictates otherwise or the parties have expressly agreed otherwise in writing.
4. If the parties have agreed on a term for the completion of certain activities within the term of the agreement, this is never a deadline. If this period is exceeded, the client must give Medip Analytics B.V. written notice of default.

Termination of service contract for an indefinite period

1. The client can terminate an agreement for a service that has been entered into for an indefinite period at any time with due observance of a notice period of 2 months.
2. Cancellation of a service contract is final only after written confirmation by Medip Analytics B.V.

Protection

The client indemnifies Medip Analytics B.V. against all claims from third parties that are related to the products and/or services delivered by Medip Analytics B.V.

Complaints

1. The client must examine a product or service delivered by Medip Analytics B.V. as soon as possible for any shortcomings.
2. If a delivered product or service does not correspond to what a client could reasonably expect from the agreement, the client must inform Medip Analytics B.V. as soon as possible, but in any case, within 1 month after the discovery of the shortcoming.
3. The client provides as detailed a description as possible of the shortage so that Medip Analytics B.V. can respond adequately.
4. The client must demonstrate that the client relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this can in any case not lead to Medip Analytics B.V. being held to perform other work than agreed.

Notice of default

1. The client must make notice of default known in writing to Medip Analytics B.V.
2. It is the responsibility of the client that a notice of default also reaches Medip Analytics B.V. in actual (timely).

Customer joint and several liability

If Medip Analytics B.V. enters into an agreement with several clients, each of them is jointly and severally liable for the full amounts that they owe to Medip Analytics B.V. under the agreement.

Liability Medip Analytics B.V.

1. Medip Analytics B.V. is only liable for any damage suffered by the client if and insofar as that damage is caused by intent or deliberate recklessness.
2. If Medip Analytics B.V. is liable for any damage, it is only liable for direct damage resulting from or related to the execution of an agreement.
3. Medip Analytics B.V. is never liable for indirect damage, such as consequential damage, loss of profit, missed savings or damage to third parties.
4. If Medip Analytics B.V. is liable, this liability is limited to the amount paid out by the (professional) liability insurance taken out and in the absence of (full) payment by an insurance company of the amount of the damage, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, and descriptions on the website or in a catalogue are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Any right of the client to compensation from Medip Analytics B.V. expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:879 of the Dutch Civil Code.

Right of rescission

1. The client has the right to dissolve the agreement if Medip Analytics B.V. imputably fails to comply with its obligations, unless this shortcoming, given its special nature or minor importance, does not justify the dissolution.
2. If the fulfilment of the obligations by Medip Analytics B.V. is not permanently or temporarily impossible, dissolution can only take place after Medip Analytics B.V. is in default.
3. Medip Analytics B.V. has the right to dissolve the agreement with the client if the client does not fully or not timely fulfil his obligations under the agreement, or if Medip Analytics B.V. has become aware of circumstances that give him good reason to fear that the client will not be able to properly fulfil his obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming of Medip Analytics B.V. in the fulfilment of any obligation towards the client cannot be attributed to Medip Analytics B.V. in a situation independent of the will of Medip Analytics B.V., as a result of which the fulfilment of its obligations towards the client is prevented in whole or in part or as a result of which the fulfilment of its obligations is not reasonably Medip Analytics B.V. may be required.
2. The force majeure situation referred to in paragraph 1 also includes – but is not exclusively – a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; overdue power, electricity internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions, and work stoppages.
3. If a force majeure situation occurs as a result of which Medip Analytics B.V. cannot fulfil 1 or more obligations to the client, those obligations will be suspended until Medip Analytics B.V. can meet them again.

4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Medip Analytics B.V. does not owe any (damage) compensation in a force majeure situation, even if it enjoys any advantage as a result of the force majeure situation.

Modification of the agreement

1. If, after the conclusion of the agreement for its execution, it remains necessary to change or supplement its content, the parties shall adjust the agreement accordingly in a timely manner and with mutual consultation.

Modification of general terms and conditions

1. Medip Analytics B.V. is entitled to change or supplement these general terms and conditions.
2. Changes of subordination interest can be made at any time.
3. Medip Analytics B.V. will discuss major substantive changes with the client as much as possible in advance.

Transfer of rights

1. Rights of the client from an agreement between the parties cannot be transferred to third parties without the prior written consent of Medip Analytics B.V.
2. This provision applies as a clause with property law effect as referred to in Article 3:83, second paragraph, Dutch Civil Code.

Consequences of nullity or voidability

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this does not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what Medip Analytics B.V. had in mind when drawing up the conditions on that point.

Applicable law and competent court

1. Any agreement between the parties is exclusively governed by Dutch law.
2. The Dutch court in the district where Medip Analytics B.V. is located / practices / has offices has exclusive jurisdiction to take cognizance of any disputes between parties, unless the law prescribes otherwise.