

TERMS AND CONDITIONS - EUREF

Article 1. General

These terms and conditions will be valid for every quote, offer and agreement between the European Reference Organisation for Quality Assured Breast Screening and Diagnostic, hereafter called "EUREF", and a Customer, for whom EUREF has declared these terms and conditions valid, unless both parties have explicitly and in written form declared these conditions not valid. The following terms and conditions are also valid for contracts with EUREF, for the execution of which EUREF needs to hire a third party. These terms and conditions are also written for EUREF's employees and management. The validity of any of the client's purchase conditions or other terms and conditions is explicitly rejected. Should one or more stipulations in these terms and conditions at any given time be either partially or totally invalid or be rendered invalid, then all the other stipulations in these terms and conditions remain valid in their totality. EUREF and the Customer will then enter negotiations in order to agree new stipulations to replace the invalid or annulled ones, keeping as close as possible to the aim and spirit of the original stipulations. If confusion exists concerning the explanation of one or more stipulations of these terms and conditions, then such an explanation needs to take place 'in the spirit' of these stipulations. Should a situation occur between the parties, not regulated by these terms and conditions, then it needs to be resolved in the spirit of these terms and conditions. If EUREF not always demands a strict adherence to these conditions, then that does not mean that they are not valid, or that EUREF would lose the right to demand the strict adherence to these conditions in all other circumstances.

Article 2. Quotes and offers

A quote is based on information supplied by the Customer. The Customer ensures (and thus guarantees) he has supplied all essential and relevant information to structure and execute the assignment and also ensures that all information supplied to EUREF is correct. All of EUREF's quotes and offers are non-binding, unless a specific time frame for acceptance is mentioned in the quote. If there is no such framework, then the quote or offer has no validity in any way, shape or form, should the product to which the quote or offer is applicable no longer be available. EUREF cannot be held to its quotes or offers if the Customer can understand, within reason, that they, or part thereof, contain a clear mistake or writing error. At the start of each calendar year, EUREF has the right, without giving the Customer as a result any right to adjust or terminate the agreement, to change its tariffs with a certain percentage according to inflation, using the CBS price-index figure (CPI all households). All prices mentioned in a quote or offer are exclusive of VAT and other government charges, or any costs incurred during the agreement, including travel, accommodation, administration and postage costs, unless otherwise indicated. If the parties have agreed not to calculate VAT, because according to EUREF its activities are VAT exempt or not subject to VAT, then EUREF maintains the right to add VAT afterwards for the Customer, should the tax office be of the opinion VAT needs to be paid on these activities. Should acceptance (whether or not of below mentioned points) differ from the offer in the quote or offer, then EUREF cannot be held to it. The agreement does then not take place according to the different acceptance, unless otherwise indicated by EUREF. A composite price does not force EUREF to execute a part of the agreement for an according part of the price. Quotes or offers are not automatically valid for future orders. After the quote of EUREF has been confirmed by the Customer, or the agreement between EUREF and the Customer has been signed, the Customer does not have the right to cancel or end the agreement, without fulfilling the following financial duties. The Customer has to pay the following amounts in case of cancellation / termination:

- From 0 to 28 days before the start of EUREF's activities, and during the course of the agreement, 100% of the total amount of the agreement.
- Between 28 and 56 days before the start of EUREF's activities, 50% of the total amount of the agreement
- More than 56 days before the start of EUREF's activities, 30% of the total amount of the agreement.

Article 3. Contract duration; deadlines, risk-handover, execution and change of agreement; price increase

The agreement between EUREF and the Customer is for an indefinite period of time, unless the nature of the agreement dictates differently or if both parties explicitly and in written form agree otherwise. If for the execution of certain activities or for the supply of certain items, a deadline has been agreed or proposed, then this is never a final deadline. Should a deadline be breached, then the customer has to send EUREF a written notice of default, whilst offering EUREF a reasonable amount of time to still execute the agreement. EUREF will execute the agreement to the best of its knowledge and ability and in accordance with professional standards and in accordance with the scientific knowledge at the time. EUREF has the right to have certain activities executed by a third party. The validity of articles 7:404, 7:407 paragraph 2 and 7:409 Dutch Civil Code is explicitly rejected. If EUREF or any third party, appointed by EUREF within the framework of this agreement, executes activities at the Customer's location, or at a location indicated by the Customer, the Customer supplies free of charge the facilities reasonably required by the employees. The Customer is obliged to accept all materials at the time they are supplied to him. Should the Customer refuse to accept or is negligent with information or instructions essential for the supply of materials, EUREF has the right to store these materials at the Customer's risk and cost. EUREF has the right to execute the agreement in several stages and invoice the already executed stage. If the agreement is executed in stages, EUREF has the right to postpone the execution of the activities belonging to the following stage until the Customer has in written form approved the results of the previous stage. The Customer ensures that all data, of which EUREF indicates they are essential or of which the Customer reasonably needs to understand they are essential for the execution of the agreement, are supplied to EUREF in a timely fashion. If the data essential for the execution of the agreement are not supplied to EUREF in a timely fashion, EUREF has the right to postpone the execution of the agreement and/or charge the costs incurred by the delay to the Customer in accordance with the tariffs in vigour. The completion date is not valid until the Customer has supplied EUREF with all necessary data. EUREF is not responsible for any damage in any way, shape or form, caused by incorrect and/or incomplete data supplied by the Customer to EUREF. If, during the execution of this agreement, it is deemed essential for an adequate execution thereof to adjust or to add to these data, both parties will in a timely fashion and by mutual agreement adjust this agreement. If the scope, nature or contents of this agreement, whether or not on the request or instructions of the Customer or the authorities etc., has been changed, hence changing the agreement qualitatively and/or quantitatively, this can have consequences for what has originally been agreed, possibly also causing to increase or decrease the original amount. In this case, EUREF will give as correctly as possible a price quote beforehand. Due to a change in the agreement, it is also possible the deadline is changed. The Customer accepts the possible change in the agreement, including the change in price and deadline. If the agreement has been changed, including any additions, EUREF has the right to execute this first, after the persons responsible therefor within EUREF have agreed to that and the Customer has agreed to the for the execution indicated price and other conditions, including the deadline to be adhered to for this particular execution. The non or not immediate execution of the changed agreement is not an EUREF default and is no cause for the Customer to cancel or terminate the agreement. Without causing a default, EUREF can refuse a proposal to change the agreement, if this could have quantitative and/or qualitative consequences for example for the in this aspect to be executed activities or items to be supplied. If the Customer defaults in the correct execution of his duties towards EUREF, then he is responsible for all of EUREF's damages caused thereby, be that direct or indirect. If EUREF has agreed with the Customer a fee or a fixed price, then EUREF nevertheless still has the right at all times to increase this fee or fixed price, without giving the Customer the right to terminate the agreement for that reason if the increase is caused by a legal power or obligation or is caused by an increase in the price of raw materials, wages etc., or caused by other factors, not reasonably foreseeable at the time of signing the agreement. If the price increase is more than 10%, caused by something else than a change in the agreement, and takes place less than 3 months after the signing of the agreement, then it is solely the Customer who can claim Article 5 Paragraph 3 Book 6 CC, and has the right to terminate the agreement with a written statement, unless EUREF is prepared to execute the agreement on the basis of the originally agreed clauses; if the price increase is the result of a legal power or a for EUREF legal obligation; if it has been agreed the handover will take place beyond the

three months after the agreement was signed; or, in case of supplies of materials, if it has been agreed that the supply will take place beyond three months after the purchase.

Article 4. Suspension, dissolution and premature termination of the agreement.

EUREF has the right to suspend the execution of its duties or to dissolve the agreement, if the Customer does not, not completely or not timely execute his contractual duties, if after signing the agreement EUREF has taken note of circumstances giving it reasonable cause to doubt the Customer will execute his duties, if the Customer was asked for securities at the time of signing the agreement in order to execute his duties and these securities are not supplied or are insufficient or if caused by a delay from the Customer, EUREF can no longer be expected to execute the agreement according to the originally agreed upon conditions. Furthermore, EUREF has the right to dissolve the agreement if circumstances arise, which are of such a nature that the execution of the agreement becomes impossible, or if otherwise circumstances arise of such a nature that the unchanged nature of the agreement cannot be reasonably expected from EUREF. If the agreement is dissolved, all claims of EUREF against the Customer are due immediately. If EUREF suspends the agreement, it keeps its legal claims and those from the agreement. If EUREF suspends or dissolves the agreement, it is in no way, shape or form liable for damage and costs caused in any way thereby. If the dissolution is contributed to the Customer, EUREF is entitled to compensation of the damage, including costs, caused directly and indirectly thereby. If the Customer does not execute his duties resulting from the agreement and this non-execution justifies dissolution, EUREF has the right to immediately and with immediate effect dissolve the agreement, without any liability as far as compensation is concerned, whereas the Customer, because of his default, will be liable for compensation. If EUREF prematurely terminates the agreement, it will ensure a handing over of activities still to be executed to a third party, in consultation with the Customer, unless this termination can be attributed to the Customer. If EUREF incurs extra costs during the handover of its activities, these will be invoiced to the Customer. The Customer must pay these costs within the established deadline, unless otherwise instructed by EUREF. In case of a winding up order, of (request of) a suspension of payments or bankruptcy, of sequestration – if and insofar the sequestration is not lifted within three months – charged to the Customer, of debt restructuring or of any other circumstance under which the Customer can no longer freely manage his own finances, EUREF is entitled to immediately and with immediate effect terminate the agreement, or cancel the order or agreement, without being liable in any way, shape or form for compensation. In that case, the claims of EUREF against the Customer are due immediately. If the Customer cancels a confirmed order either partially or totally, then all executed activities and the items therefor ordered or prepared, increased with possible supply, removal and delivery costs thereof and the man hours reserved for the execution of the agreement, will be invoiced in their totality to the Customer.

Article 5. Force majeure

EUREF is not obliged to fulfil any obligations towards the Customer if obstructed in doing so as a result of circumstances not attributable to fault, nor which come its way as a result of the law, a legal action or accepted business actions. In these terms and conditions, force majeure is considered to be, apart from everything covered in the law and jurisprudence, all external causes, be they foreseen or not, which EUREF cannot influence, yet which make it impossible for EUREF to execute its obligations. Strikes at EUREF or at the third party are included. EUREF is also entitled to refer to force majeure, should the circumstance arise which makes a (further) execution of its duties impossible, after EUREF should already have executed them. EUREF is entitled to suspend its contractual duties for as long as the force majeure lasts. Should this period last longer than two months, both parties have the right to dissolve the agreement, without any compensation due to either party. Insofar as EUREF has already partially fulfilled its contractual obligations or will be able to fulfil them when the force majeure occurred, and the executed respectively to be executed activities carry an independent value, EUREF is entitled to separately invoice the already executed respectively to be executed activities. The Customer must pay this invoice as if this were a separate agreement.

Article 6. Payment and collection charges

Payment must always be done within 30 days after invoice, in the way and currency indicated and invoiced by EUREF, unless otherwise done so in written form by EUREF. EUREF is entitled to invoice periodically. If the Customer does not pay the invoice on time, then he is legally in default. The Customer must then pay an interest rate of 1% per month, unless the official interest is higher, in which case he owes the official rate of interest. The interest on the due amount will be calculated from the moment the Customer was in default right up until the moment the full invoiced amount has been paid. With the payments received from the Customer, EUREF has the right to firstly reduce costs, secondly to reduce open interest and lastly to reduce the principal sum and accrued interest. EUREF can, without entering into default, refuse an offer of payment, if the Customer indicates he wishes another payment sequence allocation. EUREF can refuse a full payment of the principal sum, if at the same time, the open and accrued interest and collection charges are not paid. The Customer is never entitled to settle amounts owed to EUREF. Objections against invoice amounts do not suspend the obligation to pay. The Customer who cannot claim article 6.5.3 (paragraphs 231 up to and including 247 Book 6 CC) is also not entitled to suspend payment of an invoice for any other reason. If the Customer is in breach of or in default in the (timely) execution of his obligations, all reasonable costs made to receive extrajudicial satisfaction are for the Customer. Extrajudicial costs are calculated on the basis of what is accepted in the Dutch collection business, which at the moment is the calculation method according to the II Report (Rapport Voorwerk II). If EUREF however has made higher than reasonably necessary costs to collect payment, then the actual costs will be taken into account. Possible execution and judicial costs will also be invoiced to the Customer. The Customer also owes interest on the owed collection charges.

Article 7. Ownership reservation

Items supplied by EUREF within the framework of the agreement, remain property of EUREF until the Customer has executed all his duties resulting from his agreement(s) with EUREF. Items supplied by EUREF and subject to ownership reservation, must not be sold and must never be used as way of payment. Neither is the Customer entitled to pawn or encumber items subject to ownership reservation. The Customer is always expected to do everything he can within reason to safeguard EUREF's property. If a third party seizes items supplied subject to ownership reservation, or wants to establish or exercise rights on those, the Customer is obliged to immediately inform EUREF.

Article 8. Quality

EUREF is responsible for the quality of the execution and the result (and if applicable: the reporting) of the agreement. During the execution of the agreement and in particular during the reporting, EUREF strives to achieve as much relevance and practical usefulness as possible for the customer. Under all circumstances, the Customer shall refrain from actions, which could harm the eventual quality of the work or those involved in it.

Article 9. Complaints

If intermediate reporting by EUREF has been agreed or otherwise the execution of the agreement is to be done during agreed upon stages, the Customer needs to lodge a complaint about the contents of the last executed one within a fortnight after receipt of the report or the closing date of the execution stage, and in case no complaint is lodged, EUREF can legally assume acceptance from the Customer. Should afterwards a complaint still be lodged, then EUREF is entitled to spend extra time to execute the (later) agreed upon or required content of the agreement, to invoice the extra time as additional work according to the newly agreed upon rates or if applicable, in proportion to or pro ratio with the total price and the Customer is obliged to pay. In case of a complaint, the Customer needs to write an e-mail to EUREF management, at the following address: info@EUREF.org

Article 10. Publications

The Customer issues publications about, of and following the reports and other results of the execution of the agreement, only after consultation with and permission from EUREF. EUREF logo and name, with the mention that EUREF is (co)author of the agreement, are to be mentioned on the envelope and title page of the end report and the above mentioned publications from or in name of the Customer. EUREF logo, including its name, is mentioned on all (intermediate) products, issued in EUREF house style, unless otherwise agreed upon. EUREF itself will mention the Customer's name in all its own publications, relating to and/or resulting from the agreement.

Article 11a. Confidential information

The Customer is obliged to keep as strictly confidential towards third parties all information received in any form within the framework of the agreement between the parties, insofar the Customer knows or can reasonably understand it is of a confidential nature or if EUREF can consider it as such, unless EUREF has given prior written permission to disclose such information.

Article 11b. Privacy

If during the course of the execution of the agreement, EUREF receives personal data in the spirit of the Data Protection Act (PDPA), then the Customer is at all times (and not EUREF) responsible for these data, in the spirit of the PDPA. The Customer ensures that all legal regulations concerning the processing of these data are strictly adhered to and the Customer also ensures that no third party will launch a claim against EUREF due to a violation of the PDPA and/or other law concerning the processing of personal data, which was not attributable to EUREF.

Article 12. Liability

Should EUREF in any way be liable, then this liability is restricted to issues dealt with in this agreement. EUREF is not liable for damage of any kind, caused by incorrect and/or incomplete data supplied by or in name of the Customer. Should EUREF be liable for any damage, then EUREF liability is restricted to the agreed upon contractual amount of invoices paid for by the Customer to EUREF. In every case, EUREF's liability is always restricted to the amount paid out by its insurer in that particular instance. EUREF is always only liable for direct damage. Direct damage means exclusively the reasonable costs to determine the cause and the scope of the damage, insofar the determination relates to damage in the spirit of these terms and conditions, any reasonable costs made to determine the poor performance by EUREF to live up to this agreement, insofar it can be attributed to EUREF, and reasonable costs to prevent or limit the damage, insofar the Customer can prove that these costs have caused a limit to the direct damage, as meant in these terms and conditions. EUREF is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage because of company stagnation. The in this article mentioned limitations of liability are not valid if the damage is caused with intent or by gross negligence by EUREF, its management or employees.

Article 13. Safeguarding

The Customer safeguards EUREF against any claims by third parties, who suffer damages as a result of the execution of this agreement and the causes of which are not attributable to EUREF. Should EUREF as a result of those be approached by third parties, then it is the Customer's duty to aid EUREF both in and out of court and immediately do all what in those circumstances is expected of him. Should the Customer fail to take the adequate measures, then EUREF is entitled to take action itself, without formal notice. All costs and damage for EUREF and third parties caused by this, are fully for the account and risk of the Customer.

Article 14. Intellectual property.

EUREF reserves the Copyrights and powers from other intellectual rules and regulations. EUREF is entitled to use the extra knowledge gained by the execution of the agreement also for other purposes, so long as no confidential information of the Customer is disclosed to third parties.

Article 15. Legal representation

The Customer guarantees that the person signing the agreement for him with EUREF, is also the legal representative and if not, the undersigned will be personally responsible for the damage caused to EUREF as a result of this.

Article 16. Applicable law and disputes.

For all legal cases involving EUREF, solely the law of the Netherlands is applicable, even if a contract is partially or totally executed abroad or if the other party legally involved has its address abroad. The Vienna Sales Convention is expressly excluded. The judge at EUREF location is exclusively competent to take note of disputes, unless the law compellingly decides otherwise. Nevertheless, EUREF is entitled to put the dispute in front of the legally competent judge. Parties will only consult a judge after all efforts have been made to resolve the dispute by mutual agreement.

Article 17. Location of and change to these terms and conditions

These terms and conditions can be found on EUREF website. The last version is always the one applicable c.q. the version as it was applicable when the agreement with EUREF was signed. The Dutch text of the terms and conditions is always applicable for its explanation.