

# General terms and conditions

V20200401

Blisterpartner has its statutory seat in The Hague, the Netherlands, and its offices at Dr. Lelykade 14b, 2583 CM, The Hague, the Netherlands. Blisterpartner is registered in the trade register of the Chamber of Commerce in the Netherlands under number 64687880. VAT number NL855780666B01.

## Article 1. Applicability

**1.1.** These terms and conditions apply to all offers made by Blisterpartner and to all agreements and other legal relationships between Blisterpartner and the customer. These terms and conditions also apply to subsequent and additional orders or agreements and new agreements with the customer.

**1.2.** The word 'customer' in these terms and conditions is defined as the (legal) person who purchased products or services from Blisterpartner, requests for information regarding these products or services or shows an interest in these products or services.

**1.3.** These terms and conditions are easily electronically accessible on [www.blisterpartner.nl](http://www.blisterpartner.nl), where an option can be found to save or print them for later examination. They will also be sent upon request without delay and at no cost.

**1.4.** Terms and conditions of the customer are explicitly rejected and do not form any part of the agreement between Blisterpartner and the customer. Deviations from the terms and conditions are made up in writing and apply only to the specific order or agreement.

## Article 2. Formation of the agreement

**2.1.** Offers by Blisterpartner that are addressed to specific persons are considered to be offers and are without obligation (in Dutch: vrijblijvend). The customer may accept such offers in writing, as a result of which the agreement is formed.

**2.2.** Offers by Blisterpartner that are not addressed to specific persons are considered to be invitations to customers to make an offer. An order by a customer is in that case considered to be an offer to Blisterpartner. Blisterpartner may accept such an offer either in writing or by the actual performance of the agreement to which the order relates. The agreement is formed by such acceptance by Blisterpartner.

**2.3.** Articles 6:227b and 6:227c of the Dutch Civil Code (in Dutch: Burgerlijk Wetboek) do not apply.

**2.4.** In these terms and conditions an electronic notice is considered to be a written notice, unless explicitly provided otherwise.

**2.5.** In case the customer is a collaborative of (legal) persons, each person in this collaborative is jointly liable for the performance of the obligations under the agreement.

## Article 3. Prices and payment

**3.1.** Prices of products and services are exclusive of VAT and other applicable taxes. Prices are also exclusive of packaging costs, shipping costs and, if applicable, costs for insurance during transport. Prices are Ex Works The Hague, the Netherlands (Incoterms 2020).

**3.2.** In case of increases in prices of materials or third party services used by Blisterpartner or in case of increases in prices of other external costs for Blisterpartner during an agreement, prices of products and services may be increased to compensate.

**3.3.** Blisterpartner has the right to charge administration costs or postal costs for orders that have a value of under € 1,000.- exclusive of VAT.

**3.4.** Invoices to the customer will be paid ultimately within 30 days after the invoice date on the bank account written on the invoice. Any banking charges are for the account of the customer. In case a payment term is exceeded, the customer is in default (in Dutch: verzuim) without any notice of default being required.

**3.5.** In case of late payment, Blisterpartner has the right to charge a default interest rate of 1% of the outstanding amount per month, or part of the month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. The customer is liable for all judicial and extrajudicial expenses (including reasonable attorney fees) that Blisterpartner incurs as a result of the collection of invoices, with a minimum of 15% of the outstanding invoice amount including the interest payable.

**3.6.** Blisterpartner has the right to request advance payments or security for amounts payable, at the choice of Blisterpartner, before any products or services are delivered.

**3.7.** Blisterpartner has the right to suspend the performance of its obligations until all obligations of the customer, of whichever kind, have been performed. Blisterpartner is not liable for damages as a result of exercising any right of suspension.

**3.8.** The customer does not have the right to suspend its payment obligations. The customer does not have the right to offset its payment obligations to Blisterpartner against any claim it has or may have on Blisterpartner.

## Article 4. Delivery and risk

**4.1.** Delivery of products takes place Delivered at Place Unloaded (DPU Incoterms 2020), with the provision that shipping costs and, if applicable, costs for insurance during transport are reimbursed by the customer as noted in article 3.1. Any applicable import duties, levies and taxes are for the account of the customer, as well as any import or customs formalities.

**4.2.** All products contain product and serial numbers that allows each product to be identified and traced.

4.3. No agreed delivery term or other term for the performance of obligations by Blisterpartner is a fatal term (in Dutch: fatale termijn). Default (in Dutch: verzuim) on the part of Blisterpartner occurs only after Blisterpartner receives a notice of default by regular mail and subsequently fails to perform its obligations during an additional reasonable term.

4.4. Blisterpartner has the right to deliver products in parts, which may be invoiced separately.

4.5. In case delivery of products is delayed at the request of the customer, Blisterpartner may charge reasonable costs for storage of the products.

4.6. Products that have been delivered cannot be returned. In case Blisterpartner agrees to returns in special circumstance, additional conditions may apply.

#### **Article 5. Trial periods**

5.1. Agreements with a trial period are explicitly marked as such. Such agreements are entered into and deliveries on the basis of these agreements are made under the condition subsequent (in Dutch: ontbindende voorwaarde) of satisfaction. This condition can be invoked by both parties for whichever reason during the trial period as it is noted by Blisterpartner in writing.

5.2. The customer shall act as a good and responsible person and treat the products with all due care during the trial period. The customer shall take all appropriate measures to prevent damage and shall actively and carefully follow the specifications and instructions of Blisterpartner regarding the use of the products. The customer is liable for loss, theft and damage to the products during the trial period. The customer shall follow the instructions of Blisterpartner in sending back the products after the condition subsequent is invoked and such transport is at the risk of the customer unless otherwise agreed.

5.3. In case of agreements with a trial period, the invoice for the price of the product will be sent after the lapse of the trial period, presuming the condition subsequent was not invoked. The invoice for the price of the installation and implementation of the product will be sent in advance and will remain due and payable, also after the condition subsequent is invoked.

#### **Article 6. Retention of title**

6.1. Any product delivered by Blisterpartner will remain the property of Blisterpartner until the customer has complied with all its obligations as against Blisterpartner, of whichever kind and including its payment obligations, unless the product is transferred in the ordinary course of business in case the customer is an authorized distributor.

6.2. On the basis of retention of title, Blisterpartner has the right to claim and take back products that were delivered without notice of default if the customer fails to perform its obligations, either through incorrect, incomplete or late performance. The customer will provide unrestricted access to its premises and cooperate in order for Blisterpartner to execute this right.

6.3. Exercise of Blisterpartner's rights under retention of title do not automatically lead to cancellation (in Dutch: ontbinding) of the agreement. In case of cancellation of the agreement in connection with the exercise of Blisterpartner's rights under retention of title, Blisterpartner has the right to set off any obligation to pay back the purchase price with a damage claim against the customer that is hereby determined to be at least 50% of the applicable purchase price.

#### **Article 7. Force majeure**

7.1. In addition to what is provided in article 6:75 Dutch Civil Code (in Dutch: Burgerlijk Wetboek), a failure to perform under the agreement cannot be attributed to a party to the agreement if it results from circumstances for which it cannot be blamed, such as war, danger of war, mobilization, riots, strikes or exclusions, fire, floods, illness and/ or accidents of the persons involved by the non-performing party, network and computer failures, interruption of operations and decreased production, shortage of raw materials or packaging material, transport delays, legal intervention, import limitations or other limiting measures by the authorities, as well as any other circumstance that prevents the performance of the agreement that is not exclusively dependent on the will of the non-performing party, such as delays and failures in the delivery of goods and provision of services by persons involved by it.

7.2. In such an event the obligations of the non-performing party are suspended. Not until after a period of six months thereafter do the parties have the right to cancel (in Dutch: ontbinden) the agreement in whole or in part in writing by regular mail. Suspension and cancellation (in Dutch: ontbinding) do not lead to any liability of the non-performing party, irrespective of any advantage as a result thereof for the non-performing party.

#### **Article 8. Conformity and defects**

8.1. The products and services provided by Blisterpartner are for business use only and expressly not suitable for consumers.

8.2. Blisterpartner guarantees that the products and services provided by it are in conformity with the agreement. The customer is aware and acknowledges that the products and services provided by Blisterpartner serve as tools to meet quality standards and must be used in conjunction with other tools and measures within the business process of the customer. Blisterpartner does not give any guarantee that the customer can achieve a certain result by the use of its products or services alone.

8.3. The software components of the products provided by Blisterpartner are made available to the customer 'as is' without any warranty. Updates of the software can be obtained by entering into a support and maintenance agreement with Blisterpartner. Without a support and maintenance agreement, updates will not be provided to the software and any risk or liability as a result of this is for the account of the customer.

8.4. In case products delivered to the customer do not conform to the agreement, Blisterpartner shall, at its own choice and on the condition that the customer complained sufficiently in time in accordance with Article 9, supply to the customer what is missing or repair the product, provide a replacement product, or pay back the purchase price, all of which will be done within 30 days after receiving back the product from the customer. In case the purchase price is paid back, the agreement is considered to be canceled (in Dutch: ontbonden) without any liability for damage or costs on the part of Blisterpartner.

8.5. No claim is accepted for products that were used in breach of instructions of use that were provided or that were known or should have been known to the customer, for products that were used or treated injudiciously, or for products that were used in breach of statutory or contractual requirements. The customer is not permitted to make changes to the products, unless explicitly agreed otherwise in writing. The customer is, as acting in the course of its business, considered to be sufficiently expert to use the products and services provided by Blisterpartner.

**8.6.** No claim is accepted for defects that are the result of normal wear and tear, for products on which third parties performed services, or for products that were (re)sold or otherwise transferred to third parties. The last instance does not apply to customers that are authorized distributors of Blisterpartner.

**8.7.** Descriptions and images in marketing materials, publications and on the website of Blisterpartner are considered to act as an indication of the capacity and quality of products and services only. Products and services delivered may deviate from such descriptions and images. Deviations do not give any right to cancel the agreement or suspend payment, unless a deviation is of such nature that it cannot be reasonably requested from the customer to accept it.

**8.8.** Products delivered by Blisterpartner are installed and implemented in the business, IT and network environment of the customer by Blisterpartner or its authorized distributors. The customer is exclusively responsible for the selection, compatibility, use, communication and application of any combined equipment, software, websites, databases and files and any other products and materials. It is possible that Blisterpartner products do not function or do not function in a sufficiently efficient way within the business, IT and network environment of a customer. Blisterpartner is not accountable or liable for this, nor is it responsible or liable for the transfer of data to the products that it delivered to the customer, for any communication between these products and other products or systems that the customer uses or intends to use. Blisterpartner is not liable for damages in connection with the loss, destruction or alteration of data that are the result of or connected to an insufficient capacity or processing speed of or defect in the network, system, database or back up facility of the customer, that relates to inadequate IT management, etc. In the event it becomes reasonably clear that products that were delivered by Blisterpartner will not be able to function in a satisfactory way for the customer for reasons meant in this article 8.8, both parties have the right to cancel (in Dutch: ontbinden) the agreement in writing. Any invoice for installation and implementation will remain due and payable.

## **Article 9. Complaints**

**9.1.** The customer is obliged to complain about a defect in the performance by Blisterpartner in writing with all possible speed (in Dutch: binnen bekwame tijd) after it discovered or reasonably should have discovered the defect.

**9.2.** The customer is obliged to inspect products that were delivered immediately upon receipt on any damage or defect and to have any damage or defect noted on the bill of delivery, or alternatively to notify Blisterpartner of the damage or defect in writing within 72 hours after receipt of the product. Damages and defects that are hidden must be notified to Blisterpartner in writing within 8 days after they are discovered or reasonably could have been discovered. These obligations to complain in time also apply to customers that are distributors as if they were end users.

**9.3.** The customer loses all rights and legal measures with regard to a defect in the performance in case it does not complain in time in accordance with this article 9.

## **Article 10. Intellectual property**

**10.1.** All intellectual property rights and related rights, including patent rights, copyrights, design rights, database rights, trademark rights, trade name rights, rights to domain names and rights to trade secrets and know how that are vested in the products and services provided by Blisterpartner, including any materials provided to accompany products and services, are owned by Blisterpartner and its licensors. The customer is not entitled to reproduce, modify, publish or disclose to third parties the object of such rights,

other than as expressly agreed in writing between the parties or as expressly permitted under applicable mandatory law.

**10.2.** Upon formation of the agreement, the customer is provided with a nonexclusive, non-sublicensable and non-transferable license to make use of the products and services provided by Blisterpartner, solely for its own use in the locations of its business (group companies included) in Europe, Australia or New-Zealand, depending on the business address of the customer. The customer is expressly prohibited, to the extent permitted under applicable mandatory law, from exercising any of its rights under this agreement in any other countries or territories. No intellectual property rights or related rights are transferred to the customer. The licence of the customer is granted on the condition precedent of complete performance of the payment obligations by the customer.

**10.3.** It is prohibited to (enable others to) decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of Blisterpartner products and the software incorporated therein, or any part thereof, except to the extent permitted by applicable mandatory law.

**10.4.** The customer is not entitled to reproduce, modify, publish or disclose to third parties any documents or materials that are delivered with Blisterpartner products, including calculations and drawings and trade secrets and know how that are incorporated in such documents and materials, without the prior and express written approval of Blisterpartner, which approval can only be sent by regular mail.

**10.5.** All material provided by Blisterpartner to accompany its products and services will be returned by the customer upon request. Any copies retained by the customer in such event will be destroyed. The customer will provide a written declaration to Blisterpartner that all copies have been destroyed upon request.

**10.6.** To the extent permitted under applicable mandatory law, Blisterpartner has the right to terminate (in Dutch: opzeggen) the agreement with the customer and any of the rights of the customer under these terms and conditions in case of a breach by the customer of these terms and conditions, including with regard to the geographical restrictions of the licence.

## **Article 11. Data protection and privacy**

**11.1.** Blisterpartner acts in accordance with applicable data protection and privacy regulations, among which the EU General Data Protection Regulation (GDPR, EU 2016/679).

**11.2.** The customer may use Blisterpartner products to process personal data, including special categories of personal data (health). Blisterpartner is not involved in this processing. In case support services are performed by Blisterpartner, it may have temporary and limited access to personal data of the customer. In such circumstances, Blisterpartner acts in the capacity of data processor and the customer as data controller as defined in the GDPR. Support services by Blisterpartner are governed by its support and maintenance agreement and data processing agreement, both of which the customer is required to sign before support services are provided.

## **Article 12. Liability**

**12.1.** Liability for damages that are suffered by the customer as a result of a culpable failure on the part of Blisterpartner in the fulfillment of its contractual obligations or as a result of unlawful acts, omissions included, by Blisterpartner, is limited to damages that are the direct and immediate result of the failure or act (omission) from which the liability arises. Blisterpartner is therefore, among other types of damages, not liable for indirect or consequential damages

such as those in the form of loss of turnover, loss of profit, interruption of business or damage and damage claims of third parties, such as patients.

**12.2.** The liability of Blisterpartner is at all times limited to the amount paid under its insurance policy in the specific circumstances. If, for whichever reason, there is no payment under the insurance policy of Blisterpartner, the liability of Blisterpartner is limited to an amount of € 10,000.

**12.3.** Default (in Dutch: verzuim) on the part of Blisterpartner is only established after the customer notifies Blisterpartner of the default in writing by regular mail and has given Blisterpartner the opportunity to fulfill its obligations within a reasonable term and Blisterpartner lets this term pass without fulfilling its obligations.

**12.4.** Damage claims are due and payable only after the insurance company made its payment to Blisterpartner. Each damage claim shall expire one year after the date on which the customer becomes aware, or reasonably could have become aware, of the damage and of Blisterpartner as the liable party.

**12.5.** The above mentioned exclusions and limitations of liability do not apply in case of willful misconduct of gross negligence on the part of Blisterpartner.

### **Article 13. Cancellation for insolvency**

**13.1.** Blisterpartner may cancel (in Dutch: ontbinden) an agreement with the customer in whole or in part in writing without notice of default and without being liable for any damages or costs, in case suspension of payments is granted to the customer, the bankruptcy of the customer is requested, the customer who is a natural person is granted statutory debt restructuring under the Dutch Natural Persons Debt Restructuring Act (in Dutch: WSNP) or the customer in other ways loses the power to dispose of its capital.

**13.2.** This provision does not in any way limit statutory rights to cancel (in Dutch: ontbinden) the agreement. In case of cancellation (in Dutch: ontbinding) all claims of Blisterpartner on the customer are due with immediate effect.

### **Article 14. Other provisions**

**14.1.** Should a provision of these terms and conditions become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

**14.2.** Blisterpartner is authorized to change these terms and conditions. Changes to the terms and conditions also apply to existing agreements. Blisterpartner shall make changes to the terms and conditions known via its website prior to implementation. The changed terms and conditions enter into force two weeks after publication or at such a time as is stated in the aforementioned publication.

**14.3.** These terms and conditions may be translated into other languages than Dutch or English. In case of contradictions, the Dutch text primarily and the English text subsequently prevails over other languages.

**14.4.** These terms and conditions also apply on behalf of the legal persons or entities, auxiliary persons, and subordinates that Blisterpartner engages in performing the agreement.

**14.5.** The legal relationship of the customer with Blisterpartner and the customer's rights under the agreement cannot be transferred

without the prior written approval of Blisterpartner, unless expressly permitted under applicable mandatory law. This provision has effect under property law as intended in article 3:83 paragraph 2 of the Dutch Civil Code (in Dutch: Burgerlijk Wetboek).

### **Article 15. Applicable law and competent court**

**15.1.** The legal relationship between Blisterpartner and the customer is exclusively governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.

**15.2.** Blisterpartner and the customer agree to submit any dispute arising from the agreement exclusively to the competent court in The Hague, the Netherlands, notwithstanding the right of Blisterpartner to bring disputes before the courts in the place of residence of the customer.

The Hague, the Netherlands, 1 April 2020