

# General Terms and Conditions

## Severens HTA Consultancy

### Article 1. Definitions

1.1. In these general terms and conditions capitalized terms are used in the following sense, unless explicitly stated otherwise or the context shows otherwise:

Location:	The location of the Client or a location designated by the Client where Severens HTA Consultancy performs or must perform the Work;
Materials:	All (digital) materials, advice, quotations, reports, slide shows and any other work within the meaning of the Dutch Copyright Act developed and/or made available by Severens HTA Consultancy;
Client:	The legal entity or natural person acting in the exercise of his profession or his business who enters into or wishes to enter into an Agreement with Severens HTA Consultancy;
Agreement:	The Agreement between Severens HTA Consultancy and the Client;
In Writing:	In Writing or by e-mail;
Severens HTA Consultancy:	The user of these general terms and conditions: Severens HTA Consultancy located at Wilhelmina Druckerstraat 30 in Venray, The Netherlands, registered at the Dutch Chamber of Commerce under number 8323 1579;
Activities:	The activities that Severens HTA Consultancy performs or has executed for the Client in the context of the Agreement.

1.2. Unless the context indicates otherwise, defined terms in the singular also refer to the plural.

### Article 2. General

- 2.1. These general terms and conditions apply to every offer from Severens HTA Consultancy and to all Agreements.
- 2.2. Any general (purchase) conditions of the Client are explicitly rejected, unless otherwise agreed In Writing.
- 2.3. Once these general terms and conditions have applied to a legal relationship between Severens HTA Consultancy and the Client, the Client is deemed to have agreed in advance to the applicability of these general terms and conditions to Agreements concluded and to be concluded subsequently.
- 2.4. The present general terms and conditions are also applicable to all Agreements with Severens HTA Consultancy for the execution of which third parties are involved.
- 2.5. If at any time one or more clauses of these general terms and conditions are wholly or partially invalid or should be deleted, the other clauses of these general terms and conditions will remain fully applicable. The invalid or deleted clauses will be replaced by Severens HTA Consultancy, taking into account the purpose and intent of the original clause(s) as much as possible.
- 2.6. Severens HTA Consultancy is authorized to make changes to these general terms and conditions and to declare the amended general terms and conditions applicable to the existing Agreement. The Client will be notified In Writing of the new general terms and conditions and of the effective date.
- 2.7. If Severens HTA Consultancy does not always require strict compliance with these general terms and conditions, this does not mean that the clauses thereof do not apply, or that Severens HTA Consultancy would to any extent lose the right to ensure strict compliance with the clauses of these general terms and conditions in other cases.
- 2.8. Severens HTA Consultancy processes personal data in accordance with the Dutch General Data Protection Regulation (AVG). For more information about the processing of personal data by Severens HTA Consultancy, the Client can consult the privacy policy of Severens HTA Consultancy via the website [www.severenshta.eu](http://www.severenshta.eu).

### Article 3. Offer

- 3.1. Any offer from Severens HTA Consultancy is without obligation.
- 3.2. Prices and rates mentioned are exclusive VAT.
- 3.3. Prices and rates mentioned do not automatically apply to future Agreements.
- 3.4. A composite quotation does not oblige Severens HTA Consultancy to perform part of the assignment for a corresponding part of the quoted price.
- 3.5. The Client guarantees the correctness and completeness of the wishes stated by or on behalf of it to Severens HTA Consultancy with regard to the Activities and other information on which Severens HTA Consultancy bases its offer. If these wishes and other information provided by the Client are not correct and/or complete, this may have consequences for the agreed price.

- 3.6. Obvious errors or mistakes in the Agreement, offers, order confirmations or e-mail messages from Severens HTA Consultancy do not bind Severens HTA Consultancy.
- 3.7. Offers and other documents submitted by Severens HTA Consultancy to the Client are not allowed to be copied or shared with third parties without permission from Severens HTA Consultancy.

#### **Article 4. Conclusion of the Agreement**

- 4.1. The Agreement is concluded when:
  - a. The Client and Severens HTA Consulting have signed the written Agreement; or
  - b. The Client has granted an assignment to Severens HTA Consultancy via e-mail and this assignment has been accepted by Severens HTA Consultancy.

#### **Article 5. Duration and premature termination of the Agreement**

- 5.1. The duration of the Agreement is agreed upon between the parties In Writing.
- 5.2. If the Agreement has been concluded for an indefinite period, either party may terminate the Agreement at any time with due observance of a notice period of 1 month.
- 5.3. If the Client cancels the Agreement or prematurely terminates the Agreement that was defined for a certain period of time, Severens HTA Consultancy has the right to charge the Client based on Severens HTA Consultancy hourly rate for all (preparatory) work already performed, such as, but certainly not limited to, reading literature.
- 5.4. Cancellation or premature termination of the Agreement must take place In Writing.

#### **Article 6. Execution of the Agreement**

- 6.1. Each Agreement induces for Severens HTA Consultancy a best efforts obligation and not a result obligation.
- 6.2. The remuneration of Severens HTA Consultancy does not depend on the result.
- 6.3. Severens HTA Consultancy has the right in the execution of the Agreement, without notifying the Client, to engage third parties, to purchase services from third parties and to have the Agreement performed in whole or in part by third parties.
- 6.4. Severens HTA Consultancy may be (partially) dependent on (online) services or software from third parties when performing the Activities. It is therefore possible that the performance of the Activities must be temporarily suspended due to the non-functioning or improper functioning of (online) services or software of a third party, without there being an attributable shortcoming on the part of Severens HTA Consultancy.

#### **Article 7. Execution period**

- 7.1. In case for the completion of certain Activities a duration is agreed upon, this is never a fatal deadline. Late delivery does not entitle the Client to indemnification or to any other form of compensation.
- 7.2. In the situation that the duration of the Activities as agreed upon by Severens HTA Consultancy and the Client is exceeded as a result of an event which is in fact beyond the power of and cannot be attributed to Severens HTA Consultancy, such as defined in Article 1.3, the duration of the Activities is automatically extended by the period that it was exceeded as a result of such an event.

#### **Article 8. Remuneration and costs**

- 8.1. The parties agree on a fixed price or an hourly rate for the performance of the Activities.
- 8.2. In addition to the agreed fixed price or the agreed hourly rate, Severens HTA Consultancy has the right to charge the Client costs specifically incurred for the assignment, such as costs for access to information or for the use of software.
- 8.3. Severens HTA Consultancy has the right to increase the agreed fixed price if:
  - a. At the request of the Client, the Agreement is adjusted and/or extended;
  - b. The Client does not cooperate in the performance of the Activities and consequently Severens HTA Consultancy must incur additional costs, which may include extra working time.
- 8.4. Severens HTA Consultancy has the right to adjust its rates annually and to declare the adjusted rate applicable to the existing Agreement. The Client will be notified In Writing of an adjustment in the rate and of the effective date.

#### **Article 9. Invoicing and payment**

- 9.1. The time of invoicing is agreed between the parties In Writing.
- 9.2. The invoice will be sent to the Client by e-mail.
- 9.3. Payment must be made within 30 days of the invoice date. If payment is received by Severens HTA Consultancy within 7 days after the invoice date, there is a discount of 2% on the invoice amount.
- 9.4. If the Client does not pay the invoice in time, then Severens HTA Consultancy has the right to suspend the Activities until all outstanding invoices are paid. Severens HTA Consulting is not liable for any damage the Client suffers by such suspension. The Client will be notified In Writing of such suspension.
- 9.5. After the expiry of 30 days after the invoice date, the Client is legally in default without notice of default. From the moment of default, an interest of 3% of the invoice amount per month will be charged to the Client, unless the statutory commercial interest is higher. In addition, all costs of collection, both judicial and extrajudicial,

are at the expense of the Client. The extrajudicial collection costs are set at 15% of the principal sum with a minimum of € 150.

- 9.6. The Client is never entitled to settle the amount owed by it to Severens HTA Consultancy. Objections to the amount of an invoice do not suspend the payment obligation.
- 9.7. Payments made by the Client always serve to settle, firstly, all interest and costs owed, and secondly, payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice. Severens HTA Consultancy can, without being in default as a result, refuse an offer of payment if the Client designates a different order for the allocation of the payment. Severens HTA Consultancy can refuse full repayment of the principal amount if the outstanding and current interest and collection costs are not also paid.
- 9.8. In case of liquidation, bankruptcy or suspension of payment of the Client, the claims of Severens HTA Consultancy and the obligations of the Client against Severens HTA Consultancy are due immediately.

#### **Article 10. Obligations of the Client**

- 10.1. The Client will ensure that all data, materials and spaces, indicated necessary by Severens HTA Consultancy to carry out the Agreement or which Client can reasonably understand to be necessary to carry out the Agreement, shall be provided or made available to Severens HTA Consultancy in a sound, complete, timely manner and free of charge.
- 10.2. The Client is obliged to immediately inform Severens HTA Consultancy about facts and circumstances that may be important in relation to the execution of the Agreement.
- 10.3. In the situation that Severens HTA Consultancy performs Activities under the Agreement at the Location, then:
  - a. The Client will arrange without charging cost to Severens HTA Consultancy reasonably requested facilities, such as workspace, workplace, access to relevant systems and applications and internet and other necessary connections;
  - b. The Client will ensure that the Location, the tools and the circumstances for the Activities by Severens HTA Consulting are safe and meet all legal requirements. The Client should undertake any action needed to ensure that Severens HTA Consultancy is protected against any risk to life, dignity and matter during the execution of the Activities.
- 10.4. The Client indemnifies Severens HTA Consultancy any claims of third parties in connection with the execution of the Agreement that experience damage for which the Client is accountable.
- 10.5. If the Client is imputably in default in the proper fulfilment of what it is obliged to do towards Severens HTA Consultancy or if the Client acts unlawfully towards Severens HTA Consultancy, then the Client is liable for all damage on the part of Severens HTA Consultancy as a direct or indirect result, including loss of revenue.

#### **Article 11. Suspension and termination**

- 11.1. Severens HTA Consultancy is entitled to suspend the execution of the Agreement with immediate effect if:
  - a. There is an (imminent) dangerous situation at the Location ;
  - b. The circumstances in which the Activities have to be carried out do not satisfy the requirements stipulated by the law;
  - c. The Client does not comply to the obligations to Severens HTA Consultancy or Severens HTA Consultancy has reason to expect that the Client will not comply to the obligations to Severens HTA Consultancy.
- 11.2. Severens HTA Consultancy has the right to terminate the Agreement in the situation that the Client does not fully comply to the obligations under the Agreement and the Client does not respond to a notice of default. If compliance is permanently impossible, a notice of default may be omitted.
- 11.3. Furthermore, Severens HTA Consultancy has the right to terminate the Agreement if circumstances arise of such nature that fulfilment of the Agreement is impossible or, to standards of reasonableness and fairness, may no longer be required or circumstances arise of such nature that the unaltered continuation of the Agreement cannot reasonably be expected.
- 11.4. Severens HTA Consultancy has the right to terminate the Agreement in case the Client has requested or is granted suspension of payment, in the situation the Client is declared bankrupt or filed a request, where the Client is unable to pay his debts, proceeds to termination or liquidation of his business or is placed under curatorship.
- 11.5. If the Agreement is terminated, the claims of Severens HTA Consultancy to the Client are due immediately. If Severens HTA Consultancy suspends the fulfilment of obligations, he retains his rights under the law and the Agreement.
- 11.6. Severens HTA Consultancy always reserves the right to claim compensation.
- 11.7. If Severens HTA Consultancy suspends the performance of the Work or terminates the Agreement, Severens HTA Consultancy is not liable for any resulting damage suffered by the Client.

#### **Article 12. Liability and expiration**

- 12.1. Severens HTA Consultancy cannot be held to compensate any damage, which is a direct or indirect result of:
  - a. An event that is in fact beyond his control and thus cannot be attributed to his actions and/or omissions, as described in article 1 3 of these general terms and conditions;
  - b. Any act or omission of the Client, its employees or other persons who by or on behalf of the Client are employed.

- 12.2. Severens HTA Consultancy can never be held liable for results not achieved.
- 12.3. The Client is responsible under all circumstances for the correctness and completeness of the information and documents supplied by him. Severens HTA Consultancy is never liable for any damage that is (partly) caused by the fact that the information and documents supplied by the Client are incorrect and/or incomplete. The Client indemnifies Severens HTA Consultancy against all claims in this regard.
- 12.4. The Client is responsible for the decisions it makes, whether or not based on or resulting from advice of Severens HTA Consultancy.
- 12.5. Severens HTA Consultancy accepts no responsibility for work by a third party insofar as they have a contract with the Client.
- 12.6. Severens HTA Consultancy is never liable for indirect damage, including consequential damage, lost profit, loss of revenue, personal injury, lost savings, labour costs, reputational damage, imposed fines and delay damage.
- 12.7. If Severens HTA Consultancy is liable for any damages, the liability of Severens HTA Consultancy is limited to once the invoice value of the Agreement, i.e. that part of the Agreement that relates to the liability. The liability of Severens HTA Consultancy is always limited to the amount paid by its insurer, as appropriate.
- 12.8. The Client must institute all legal claims within 1 year if the Client is not satisfied with the Activities or the actions of Severens HTA Consultancy. If the Client does not act in time, the legal claim will expire.
- 12.9. The Client indemnifies Severens HTA Consultancy against claims brought by third parties against Severens HTA Consultancy in respect of incidents, acts or omissions, for which Severens HTA Consultancy is not liable pursuant to the foregoing. The Client is obliged to indemnify Severens HTA Consultancy on first request for all costs and damages that may arise for Severens HTA Consultancy as a direct or indirect result of a claim brought against it by a third party as referred to in this paragraph.
- 12.10. If goods and/or materials and/or facilities for the purpose of carrying out the Activities have been made available by the Client to Severens HTA Consultancy, and these goods and/or materials and/or facilities are not suitable for the purpose for which they had been made available to Severens HTA Consultancy, the Client is liable for all damage resulting therefrom.

### **Article 13. Force majeure**

- 13.1. Severens HTA Consultancy is not obliged to fulfil any obligation if it is prevented from doing so because of force majeure. Force majeure means in any case: extreme weather conditions; floods; theft; natural disasters; terrorism; riot; epidemics; pandemic, barriers by third parties including governments; traffic obstructions; car breakdown; wars or dangers of war; fire; internet malfunction; power failure; failure of third-party services or software; illness or personal (family) circumstances of the natural person who performs or must perform the Agreement on behalf of Severens HTA Consultancy; computer intrusion; hacker attack; disruption in e-mail traffic; government measures; changes in laws and regulations.
- 13.2. Force majeure also includes a non-attributable shortcoming on the part of a third party engaged by Severens HTA Consultancy.
- 13.3. Severens HTA Consultancy has also the right to rely on force majeure if the circumstance which constitutes force majeure, occurs after the execution period has exceeded.
- 13.4. If because of force majeure Severens HTA Consultancy is temporarily unable to comply with the Agreement, this does not give the Client the right to terminate the Agreement without payment.
- 13.5. If because of force majeure Severens HTA Consultancy is unable to continue to comply with the Agreement, then all Activities carried out up to the moment of the force majeure situation will be invoiced to the Client.

### **Article 14. Confidentiality**

- 14.1. Both parties are required to retain secrecy of confidential information that, in the context of the Agreement, was provided to each other or obtained from another source. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
- 14.2. If, on the basis of a statutory provision or a court decision, Severens HTA Consultancy is obliged to provide confidential information to third parties designated by law or the competent court and Severens HTA Consultancy cannot invoke a legal or recognized or permitted right of non-disclosure by the competent court, then Severens HTA Consultancy is not obliged to pay indemnification or compensation.
- 14.3. Increased knowledge as a result of the execution of an Agreement may rightfully be used by Severens HTA Consultancy for other purposes, provided that strictly confidential information from the Client is not communicated to third parties.

### **Article 15. Intellectual property rights**

- 15.1. The intellectual property rights to the Materials rest with Severens HTA Consultancy or its licensor.
- 15.2. Without consent In Writing by Severens HTA Consultancy it is not permitted to wholly or partially modify, reproduce, disclose or publish the Materials, through any medium, to make Materials available to third parties or to provide Materials to third parties for inspection, either with or without payment.
- 15.3. The Client is only permitted to use the Materials within its own organization and within the framework of the Agreement.
- 15.4. It is not allowed to remove or change any indication regarding (copy) rights from the Materials.

- 15.5. If the Client acts contrary to the intellectual property rights of Severens HTA Consultancy, the Client is liable for all damage that Severens HTA Consultancy consequently suffers, including loss of revenue.
- 15.6. The Client will indemnify Severens HTA Consultancy for claims concerning intellectual property rights of third parties related to data and information provided by the Client to Severens HTA Consultancy for the execution of the Agreement.

**Article 16. Complaints**

- 16.1. Complaints about Activities must be made known by the Client to Severens HTA Consultancy directly. The notice of default must contain a description of the shortcoming as detailed as possible so that Severens HTA Consultancy is able to respond adequately.
- 16.2. The handling of a complaint does not imply that Severens HTA Consulting recognizes that the executed Activities are flawed.
- 16.3. After filing the complaint, the Client must give Severens HTA Consulting the opportunity to investigate the validity of the complaint, and, if necessary, to give the opportunity to yet perform the Activities agreed upon.
- 16.4. Repair work carried out by a third party or by the Client without permission from Severens HTA Consultancy will never be compensated and the Client will not be entitled to suspend payment.
- 16.5. If the performance of the agreed Activities is not possible or appropriate, then Severens HTA Consultancy is liable only within the limits of Article 1 2 of these general terms and conditions.
- 16.6. Complaints do not suspend the payment by the Client.

**Article 17. Applicable law, competent court and disputes**

- 17.1. Dutch law applies to all Agreements and legal transactions between the Client and Severens HTA Consultancy.
- 17.2. All disputes to which the Agreement, these general terms and conditions or the resulting obligations may lead, especially regarding validity, interpretation, execution, termination or expiration, will, with explicit exclusion of any other court, exclusively be settled by the competent court in the district where Severens HTA Consultancy is located.
- 17.3. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.