

General Terms and Conditions TESTCENTRUM NEDERLAND.

Private company with ordinary structure MCW Yours BV. (hereinafter: TESTCENTRUM NEDERLAND) is registered with the Chamber of Commerce under number 57145342 and is established at Trasmolenlaan 12, 3447 GZ - Woerden.

Article 1 – Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. Offer: any offer or quotation to the Client for the provision of Services by TESTCENTRUM NEDERLAND.
3. Company: The natural or legal person who acts in the exercise of a profession or business.
4. Consumer: The natural person who does not act in the course of a profession or business.
5. Services: All activities, including research and giving advice with the aim of protecting or curing the Client from the development of a disease, or to assess his state of health. The primary service of TESTCENTRUM NEDERLAND will consist of offering or carrying out tests that show whether or not the Client is infected with a certain disease.
6. Service Provider: Private company with an ordinary structure TESTCENTRUM NEDERLAND, incorporated under Dutch law, established in the Netherlands and offering Services to the Client hereinafter: TESTCENTRUM NEDERLAND.
7. Client: the natural or legal person who acts in the exercise of a profession or business that TESTCENTRUM NEDERLAND has appointed, has provided projects to TESTCENTRUM NEDERLAND for Services that are performed by Health Tests & Supplies, or to which TESTCENTRUM NEDERLAND makes a proposal based on has made an Agreement.
8. Agreement: any Agreement and other obligations between the Client and TESTCENTRUM NEDERLAND, as well as proposals from TESTCENTRUM NEDERLAND for Services that are provided by TESTCENTRUM NEDERLAND to the Client and that are accepted by the Client and are accepted and performed by TESTCENTRUM NEDERLAND by which these general terms and conditions are an inseparable form whole.

Article 2 – Applicability

1. These general terms and conditions apply to every Offer by TESTCENTRUM NEDERLAND, every Agreement between TESTCENTRUM NEDERLAND and the Client and to every service offered by TESTCENTRUM NEDERLAND.
2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, TESTCENTRUM NEDERLAND will indicate to the Client how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions may be deviated from insofar as this has been explicitly agreed in writing with TESTCENTRUM NEDERLAND.

4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and insofar as applicable.
10. In the event that TESTCENTRUM NEDERLAND has not always required compliance with these general terms and conditions, it will retain its right to demand compliance with these general terms and conditions in whole or in part.

Article 3 – The Offer

1. All offers made by TESTCENTRUM NEDERLAND are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. TESTCENTRUM NEDERLAND is only bound by an Offer if it is confirmed in writing by the Client within 7 days. Nevertheless, TESTCENTRUM NEDERLAND has the right to refuse an Agreement with a (potential) Client for reasons that are valid for TESTCENTRUM NEDERLAND.
3. The offer contains a description of the Services offered. The description is sufficiently specified, so that the Client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Term indications in TESTCENTRUM NEDERLAND's offer are in principle indicative and, if they are exceeded, do not entitle the Client to dissolution or compensation, unless expressly agreed otherwise.

Article 4 – Conclusion of the Agreement

1. The Agreement is concluded the moment a confirmation is sent by e-mail to the e-mail address provided by the Client.
2. TESTCENTRUM NEDERLAND has the right to revoke the (signed) Agreement within 1 working day after receipt of the acceptance.

3. TESTCENTRUM NEDERLAND is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an order that has already been confirmed, the costs already incurred (including the time spent) will be charged to the Client.
5. Every Agreement that is entered into with TESTCENTRUM NEDERLAND or a project that is awarded to TESTCENTRUM NEDERLAND by the Client, rests with the company and not with an individual person associated with TESTCENTRUM NEDERLAND.
6. The right of withdrawal of the Client being a Company is excluded, unless otherwise agreed. The Client, being a Consumer, has the right to revocation during the statutory period of 14 days, unless TESTCENTRUM NEDERLAND has already commenced the Services with the Client's permission. The client waives its right of withdrawal by means of this permission.
7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 – Term of the Agreement

1. The Agreement is entered into for an indefinite period of time, unless the content, nature or purport of the assignment implies that it has been entered into for a definite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that TESTCENTRUM NEDERLAND obtains from the Client.
2. Both the Client and TESTCENTRUM NEDERLAND can dissolve the Agreement on the basis of an attributable shortcoming in the fulfillment of the Agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations. then comply correctly. This also includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the payment obligations of the Client insofar as TESTCENTRUM NEDERLAND has already performed work or delivered services at the time of the dissolution. The client must pay the agreed fee.
4. In the event of premature termination of the Agreement, the Client owes TESTCENTRUM NEDERLAND the costs actually incurred up to that point at the agreed rate.
5. Both the Client and TESTCENTRUM NEDERLAND can terminate the Agreement in writing in whole or in part without further notice of default, with immediate effect if one of the parties is granted a suspension of payments, has filed for bankruptcy or the company concerned ends due to liquidation. If a situation as stated above occurs, TESTCENTRUM NEDERLAND is never obliged to refund monies already received and/or compensation.

Article 6 – Consent

1. Permission from the Client is required for the execution of the Agreement.
2. TESTCENTRUM NEDERLAND will inform the Client in a clear manner and, if so requested, in writing about the intended Services, the developments and the treatment. Health Tests & Supplies will

inform the Client who has not yet reached the age of 12 years in such a way as is appropriate to his comprehension.

3. By scheduling a Service, the Client gives explicit and unambiguous permission. This complies with the consent requirement, unless the Client has not yet reached the age of 12, in which case consent from the parent(s) and/or the legal representative(s) is also required. However, the Service may, without the consent of the parent(s) and/or the legal representative(s), if it is clearly necessary to prevent serious harm to the Client, and if the Client continues to consider the performance even after the refusal of the consent. to wish.

Article 7 – Performance of the service

1. TESTCENTRUM NEDERLAND will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. TESTCENTRUM NEDERLAND guarantees a professional and independent service. All Services are performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.

2. The Agreement on the basis of which TESTCENTRUM NEDERLAND performs the Services, is leading for the size and scope of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.

3. The information and data provided by the Client are the basis on which the Services offered by TESTCENTRUM NEDERLAND and the prices are based. TESTCENTRUM NEDERLAND has the right to adjust its services and prices if the information provided proves to be incorrect and/or incomplete.

4. In the performance of the Services, TESTCENTRUM NEDERLAND is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for TESTCENTRUM NEDERLAND, the Client is obliged to reimburse the additional additional costs accordingly on the basis of a new quotation.

5. TESTCENTRUM NEDERLAND is entitled to engage (certified) third parties for the performance of the Services at its own discretion.

6. If the nature and duration of the assignment so require, TESTCENTRUM NEDERLAND will keep the Client informed of the progress in the interim in the agreed manner.

7. The performance of the Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. TESTCENTRUM NEDERLAND is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by TESTCENTRUM NEDERLAND or if other circumstances, which are at the expense and risk of the Client, there is a delay, TESTCENTRUM NEDERLAND is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

Article 8 – Obligations of the Client

1. The client is obliged to provide all information requested by TESTCENTRUM NEDERLAND (including a valid proof of identity) as well as relevant appendices and related information and data in a timely manner and/or before the start of the work and in the desired form for the purpose of a correct and efficient execution of the work. the agreement. In the absence of this, TESTCENTRUM NEDERLAND may not be able to fully implement and/or deliver the relevant documents. The consequences of such a situation are at all times at the expense and risk of the Client.

2. TESTCENTRUM NEDERLAND is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is TESTCENTRUM NEDERLAND responsible for the correctness and completeness of the information compiled by TESTCENTRUM NEDERLAND for third parties and/or provided to third parties in the context of the Agreement.

3. TESTCENTRUM NEDERLAND may, if necessary for the execution of the Agreement, request additional information. Failing this, TESTCENTRUM NEDERLAND is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify TESTCENTRUM NEDERLAND of this immediately or no later than 3 working days after the change has become known.

4. To the best of its knowledge, the Client will provide TESTCENTRUM NEDERLAND with all information and the cooperation that TESTCENTRUM NEDERLAND reasonably requires for the performance of the Agreement.

Article 9 – Advice

1. If instructed to do so, TESTCENTRUM NEDERLAND can draw up advice, plan of approach, design, reporting, planning and/or reporting for the benefit of the service. The content of this is not binding and only of an advisory nature, but TESTCENTRUM NEDERLAND will observe its duties of care. The client decides itself and under its own responsibility whether to follow the advice.

2. The advice provided by TESTCENTRUM NEDERLAND, in whatever form, can never be regarded as medical advice. If the Client considers this advice to be medical advice, the Client must first discuss this with a specialist trained for that purpose.

3. At TESTCENTRUM NEDERLAND's first request, the client is obliged to assess proposals it has provided. If TESTCENTRUM NEDERLAND is delayed in its activities because the Client does not or not timely assess a proposal made by TESTCENTRUM NEDERLAND, the Client is at all times responsible for the resulting consequences, such as delay.

4. The nature of the service means that the result always depends on external factors that can influence the reports and advice of TESTCENTRUM NEDERLAND, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its Staff members. The client guarantees the quality and the timely and correct delivery of the required data and information.

5. The Client will notify TESTCENTRUM NEDERLAND in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.

Article 10 – Additional activities and changes

1. If during the performance of the Agreement it appears that the Agreement needs to be adjusted, or if further work is required at the Client's request to achieve the desired result for the Client, the Client is obliged to pay for this additional work according to the agreed rate. . Health Tests & Supplies is not obliged to comply with this request, and may require the Client to conclude a separate Agreement and/or to refer it to an authorized third party.
2. If the additional work is the result of negligence on the part of TESTCENTRUM NEDERLAND, TESTCENTRUM NEDERLAND has made an incorrect estimate or could have reasonably foreseen the work in question, these costs will not be passed on to the Client.

Article 11 – Complaints

1. If the Client is not satisfied with the service of TESTCENTRUM NEDERLAND or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but no later than 7 days after the relevant reason that led to the complaint. report. Complaints can be reported verbally or in writing via klantenservice@testcentrumnederland.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client for TESTCENTRUM NEDERLAND to be able to handle the complaint.
3. TESTCENTRUM NEDERLAND will respond substantively to the complaint as soon as possible, but no later than 7 days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 12 – Applicable law

1. The legal relationship between TESTCENTRUM NEDERLAND and the Client is governed by Dutch law.
2. TESTCENTRUM NEDERLAND has the right to change these general terms and conditions and will inform the Client thereof.
3. In the event of translations of these general terms and conditions, the Dutch version shall prevail.
4. All disputes arising from or as a result of the Agreement between TESTCENTRUM NEDERLAND and the Client will be settled by the competent court of the Apeldoorn District Court, unless mandatory provisions designate another competent court.

TESTCENTRUM NEDERLAND is never obliged to pay compensation, in whatever form, to the customer or others, unless there is intent or gross negligence on the part of TESTCENTRUM NEDERLAND. TESTCENTRUM NEDERLAND is never liable for consequential or trading loss, indirect damage and loss of profit or turnover.

The customer is obliged to indemnify TESTCENTRUM NEDERLAND against any claim that third parties may assert against TESTCENTRUM NEDERLAND in connection with the execution of the agreement, insofar as the law does not preclude that the relevant damage and costs must be for the account of the customer. come.

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