

## **GENERAL CONDITIONS**

Terms and Conditions of Pharmaceutical Consultancy Services (PCS) B.V., PCS Intelligence B.V., PCS Consultancy B.V. and PCS Training B.V. (in the following referred to jointly and individually as "PCS").

### **Article 1: General**

1.1 These terms and conditions are applicable - with precedence over any possible alternative conditions - to all agreements between client and PCS.

1.2 In these terms and conditions is intended by:

- PCS: the legal entity (or legal entities) indicated in the heading, offering the work or to which the work has been ordered.
- The client: the (potential) client regarding the work.
- The work: all activities and services established between PCS and client.
- Quotation: the offer/offers (whether or not in writing) of PCS regarding the work.
- Assignment: all established conditions regarding or related to the work, including these terms and conditions.
- Written: all communications in writing, also including digital communication, such as, for example, e-mail messages and the attachments thereto, WeTransfer, WhatsApp, etc.
- BW: the Civil Code 'Burgerlijk Wetboek'.

### **Article 2: Offer (quotation) and the acceptance thereof (assignment)**

2.1 These terms and conditions are applicable to all quotations of PCS and to all agreements regarding the work.

2.2 The applicability of other terms and conditions and/or reference to other conditions by the client is expressly rejected. Were multiple sets of conditions to be applicable, then the present terms and conditions prevail over other conditions.

2.3 Quotations are non-committal (article 6:219 BW): PCS is only bound to carry out work if it confirms the acceptance thereof and it has the right to revoke its quotation/offer immediately after acceptance by the client still.

2.4 The quotation states, if possible, a planning and/or an (expected) date of delivery. Such terms (like starting dates, etc.) always are indicative and cannot be considered strict time limits.

2.5 The client is deemed to have accepted the quotation including these conditions if PCS commences with the work.

2.6 Derogations from the quotation or the assignment are established in writing, until such time PCS is not bound, unless it unconditionally acknowledges verbal derogations.

2.7 The quotation is based on the information obtained from client, such as specifications and price quotation. PCS is not liable for inaccuracies etc. in those documents.

2.8 Activities not (expressly) indicated in the quotation are not a part of the assignment or of the work to be conducted respectively.

### **Article 3: Price of the work**

3.1 All prices listed by PCS are exclusive of VAT, exclusive of travel expenses and exclusive of (other) expenses, unless expressly indicated otherwise.

3.2 Prices exclusively apply for the activities indicated in the quotation. All other activities are not a part of the established price and therefore confer the right to PCS to receive additional payment (as additional work).

3.3 Quoted and established prices are based on the uninterrupted and unimpeded execution of the work. Postponement, interruption and/or impediments of the work confer the right to PCS of payment of the resulting costs.

3.4 All offers are based on the wage and price level that is effective at the time of issue of the offer. If after the quotation date or after the assignment, the prices of wages, salaries, social security contributions, government duties, insurance fees, or sales taxes undergo an increase, even if this occurs as a result of circumstances that could already be foreseen at the time of the offer, PCS has the right to increase the established price, with due regard for such regulations as may exist in such case concerning, correspondingly, or at least within reason.

3.5 PCS has the right to increase the price of its pending agreements once a year in correspondence with the (inflation) price index level of Dutch statistics institute CBS.

### **Article 4: Additional and reduced work**

4.1 PCS has the right to obtain payment for all the additional work conducted, such as, for example, on account of assignment changes or other cases indicated in the law or these conditions, as well as for (additional) activities that were practically required for the proper implementation of the work or the progress thereof, even if additional work was not ordered (in writing).

4.2 PCS has the right to request the written confirmation of additional work (and the price thereof) beforehand, before starting with the implementation thereof.

4.3 Additional work may be invoiced intermediately.

4.4 Reduced work will be set off after completion of the work (upon final settlement). If the reduced work amounts to more than 10% of the total price, PCS is entitled to payment for the costs incurred for the purpose of this reduced work, as well as to compensation of its loss of profit.

4.5 If no price has been established between parties, (additional) work will be settled on post-calculation basis against the rates customarily applied by PCS.

4.6 Additional work always grants PCS the right within reason to extend the duration of the assignment and/or to postpone delivery of the work (even if this is not requested beforehand but afterwards).

### **Article 5: Obligations of PCS**

5.1 PCS will carry out the work properly and in accordance with the provisions of the agreement.

5.2 PCS is obliged to observe the government regulations and requirements that are reasonably relevant for the implementation of the work, as those apply upon entry into the agreement.

5.3 It is up to PCS to decide what person or persons it will let carry out the work effectively, such under the responsibility of PCS. Client can thereby indicate a preference (if so desired), without being to derive any rights therefrom.

## **Article 6: Obligations of the client**

6.1 The client is obligated to render possible the implementation of the work by PCS and its collaborators, so that the work can be carried out as foreseen during normal hours and without interruption or impediments.

6.2 The client takes care of timely supplying sound and relevant material, documents and the information required for the purpose of the work, and procures the proper organisation of these matters. Included therein is the informing adequately and in detail of PCS regarding such consultancy activities as may have occurred before or as are still occurring at and/or for the benefit of the client.

6.3 If the start or progress of the work is hampered, interrupted, or delayed as a result of non-compliance with obligations by client or through circumstances that are not at the risk of PCS, client is obliged to compensate all costs that have arisen as a result and to indemnify PCS.

6.4 During the term of the agreement and three (3) years after, client will not motivate the persons operative for PCS (in employment or otherwise) to carry out activities directly for client or an entity that client is (directly or indirectly) involved in in any manner. Upon violation of this provision, client owes, without any prior warning or default notice, an immediately payable fine of € 25,000 (twenty-five thousand Euros) to PCS.

## **Article 7: Planning and delivery**

7.1 Unless expressly established otherwise, any planning, starting, and delivery date applies as a target date. These dates are not strict time limits.

7.2 After the work has been delivered to client, the work for PCS thereby ends. In case no delivery moment has occurred, the work has ended after completion thereof by PCS. PCS is not under any obligation to point out to client afterwards later modifications or changed conditions that did not exist yet at the time of the implementation of the work and/or were not known to PCS.

## **Article 8: Complaints**

8.1 Client is obligated immediately after discovery to complain to PCS in writing regarding a possible defect in the implementation of the work by PCS.

8.2 After receipt of the notification, PCS must be given the opportunity to investigate the defect reported and, if reported legitimately and timely, to restore it.

8.3 In the event that the client has not reported a possible defect within six (6) months after the moment that client could reasonably have discovered the defect to PCS in writing, PCS is not obliged to restore the defect.

## **Article 9: Limitation of liability**

9.1 PCS only falls into default and can only become indebted after having obtained a reasonable term for compliance and/or for restoring an obligation not complied with in writing from the client.

9.2 In the event of the liability of PCS, such liability is limited in all cases (barring wilful intent or gross fault) to a maximum of the price of the work contracted by PCS or, if such can be established, up to the price of the relevant part of the work.

9.3 PCS is never liable for indirect damage or consequential damage, barring in the event of wilful intent or gross fault. By indirect or consequential damage is intended, for example: personal injury and damage, closure costs, replacement costs, costs of advice and investigation, business damage, set-up and clearing costs, stagnation costs, loss of turnover and/or profit, damage to reputation/name, the missing of assignments, etc.

9.4 PCS is never liable for defects or errors in materials and information deriving from the

client, unless the evaluation of these materials and information was a part expressly of the work contracted by PCS. Also in such event, the underlying liability limitations apply.

9.5 PCS cannot be held liable for the consequences of decisions that the client takes based on advice, reports, and documents of PCS issued in writing.

9.6 If and to the extent PCS is liable, its liability is limited in all cases to the maximum amount for which its insurer provides disbursement in the concrete case (also including the deductible of PCS).

9.7 Any legal claim of the client vis-a-vis PCS lapses twelve (12) months after the work has been delivered by PCS or - if delivery has failed to occur - has been completed, ceased, or terminated by PCS.

#### **Article 10: Force majeure**

10.1 If due to force majeure (such as war, mobilisation, rioting, upheavals, blockades, traffic stoppages, work strikes, forced immobility, fire, flooding and/or abnormal water levels, epidemics, illness of staff, etc.) direct or indirect stagnation occurs at PCS, or if due to vandalism, occupation (e.g., squatters), environmental disasters, actions by third parties, import or export bans, weather impediments, or due to any other cause outside the fault of PCS serious impediments arise for the implementation of the work, PCS has the right to suspend the implementation of the work for as long as this stagnation or impediment (or the consequences thereof) continue, without becoming indebted as a result.

10.2 If this stagnation or impediment lasts for more than thirty calendar days, both parties have the right to cancel the agreement within fourteen calendar days after in writing as regards the part of the work that has not been implemented yet. What has already been implemented upon cancellation must be paid in such case. Upon such cancellation, regardless of which party exercises it, PCS is not obliged to provide any compensation to client in the matter. PCS does have the right, however, to be paid for its loss of profit on the cancelled part of the work.

#### **Article 11: Default on the part of client**

11.1 If the client does not comply with any obligation, he falls into default legally and liability pertains for all resulting costs/damage of PCS, without requiring a default notice.

11.2 If it becomes likely during the work that the client does not properly comply with any obligation or if reasonable doubts arise regarding the creditworthiness of the client, PCS has the right to suspend its obligations or the implementation of the work respectively. PCS also is entitled in such case to ask for advance payment and/or security for payment for all activities implemented and/or still to be implemented. <sup>(11)</sup>~~(11)~~ All costs that arise during or that are related to the suspension must be paid by client to PCS.

11.3 In case the client is in default, PCS has the right to rescind the agreement entirely or in part. The client is indebted for all damage that is related thereto. PCS is not obliged in such case to provide any compensation or warranty to client.

11.4 In case of the bankruptcy, suspension of payments, or debt restructuring of the client (or the application for such), or in case of the immobilisation or liquidation of the enterprise of client, client falls into default legally and immediately, and all claims of PCS become instantly and fully payable.

#### **Article 12: Payment**

12.1 Barring different arrangements, PCS has the right to invoice intermediately (instalments) in accordance with the state of the work.

12.2 With effect as from the day on which payment should have occurred at the latest, the client owes PCS a delay interest of 1% per month (or a part thereof) until the date of full

settlement. If the statutory (commercial) interest rate is higher, then client owes such statutory (commercial) interest rate.

12.3 In case of late payment, the client is obliged to compensate the extrajudicial (collection) costs which are set at 15% of the amount to be collected.

12.4 It is not permitted to the client to set off any claim it alleges to have on PCS against claims that PCS has or alleges to have on the client.

12.5 If PCS and client have agreed that client will make a prepayment (in whole or in part), such prepayment is non-refundable. In the event that the client suspends, cancels, or terminates the assignment prematurely for any reason, including but not limited to discontinuation of the project "halfway" or before completion, the client is not entitled to any restitution/repayment or credit of the prepayment, without prejudice to PCS's right to invoice and collect payment for work performed and costs incurred up to the termination date and any other rights under the agreement and these terms and conditions. The prepayment is intended as (partial) payment for reserved capacity, preparation, and execution and is not a refundable deposit.

### **Article 13: Property title and intellectual property rights**

13.1 All designs, pictures, descriptions, drawings, models, budgets, and calculations and the likes that are created by or on behalf of PCS are and remain the property of PCS and are protected by an intellectual property title. These rights must be respected, failing which, the client has to provide compensation of damages.

13.2 The client will not use, distribute and/or disclose to third parties in any manner data and data carriers, drawings, models, files etc. of PCS, otherwise than on account of the implementation of the agreement with PCS.

### **Article 14: Retention of title**

All materials created by PCS that have not been paid yet by the client and for which it is the intention for the client to become the proprietor thereof, remain the property of PCS until the moment that they have been paid for by the client. For as long as PCS is the proprietor thereof, it is not permitted to client to distribute the data and materials or to disclose them in any manner to third parties.

### **Article 15: Applicable law and disputes**

15.1 To the agreement between parties, Netherlands law is exclusively applicable.

15.2 All disputes that arise in connection with this agreement (or that are the result thereof) between parties are settled by the Court of Law of Midden-Nederland, location Utrecht.

### **Article 16: Training**

16.1 Training constitutes any form of education provided to the client by PCS.

16.2 At the time the registration / subscription is confirmed you are officially registered for the training for which you registered / subscribed. This provision does not apply to in-company training.

16.3 A participant may deregister by communicating this in writing or by telephone to PCS. A deregistration is not final until written confirmation of the deregistration has been obtained by the participant. Costs may be associated with the deregistration (see 16.4).

16.4 Deregistration from a training is free of charge up to six (6) weeks before the training start date. After that, 35% of the training fee will be charged, up to a maximum of 100%. The

following cancellation fees apply:

- More than six weeks before the training start date: 0%
- Between four and six weeks before the start date: 35%
- Between two and four weeks before the start date: 65%
- Less than two weeks before the start date: 100%

16.5 If a participant opts out or fails to attend on the day of the training, the full training fee remains payable to PCS. Substitution by another participant is permitted in the event of illness or force majeure affecting the registered participant, at no additional cost. Subject to PCS's approval and based on a valid reason, the participant may transfer their registration to the following year's edition of the same training, limited to a one-time deferral.

16.6 (Group)discounts will be void if the training fees are not received by PCS before the start date of the training.

16.7 PCS expects that, in the case of registration, a participant has sufficiently familiarized himself/herself with the content of the course as well as the date, time and price. It is up to the participant or his/her supervisor to determine whether the course matches his/her current knowledge, learning objectives and function. PCS does not grant discounts and / or allowances in the event of a mismatch between the course content and the knowledge or learning objectives of the participant.

16.8 An in-company course can be moved free of charge to another date until eight weeks before the agreed starting date in consultation with PCS. For a change in date less than eight weeks - and longer than two (2) weeks - before the start date, 50% of the course fee will be charged. In the event of a change of date within two (2) weeks before the agreed date, the full course fee is due to PCS. Cancellation by the client is only possible by registered letter with accompanying motivation up to eight (8) weeks before the scheduled starting date of the first course day. If cancelled up to eight (8) weeks before the starting date of the first course day, € 120 (excluding VAT) will be charged. In case of cancellation from eight (8) weeks up to four (4) weeks before the start date of the first course day, 50% of the course fee will be charged. In the event of cancellation within four (4) weeks before the first course day, the full course fee is due and the client is not entitled to a refund of the amount already paid. These provisions do not apply to open-registration training. PCS may cancel or change the date of the training in case this is required to deliver good quality to the client. For in-company training a new date will be selected in agreement with the client. In case of cancellation by PCS, already paid invoices will be credited.

16.9 PCS requires a 25% prepayment for every in-company training. Upon receipt of a mutually executed offer, PCS will issue an invoice with the prepayment amount, payable within 14 days of the invoice date. If a prepayment is not received, PCS will not continue its preparation for the in-company training.