

General Terms & Conditions D atos B.V. (“Terms”)

1. Words used in these Terms written with a capital first letter have the following meaning:
 - Services: the services rendered by or for D atos for the benefit of the Client, based on an Agreement.
 - D atos: D atos B.V., registered at the Chamber of Commerce (*Handelsregister van de Kamer van Koophandel*) under registration number 65554841.
 - Client: the counterparty to D atos in an Agreement.
 - Agreement: the contractual relationship between the Client and D atos.
 - Parties: the Client and D atos, collectively.
 - Terms: these General Terms & Conditions D atos B.V.
2. The Terms apply to every offer from D atos to a Client and every Agreement between D atos and the Client. General terms of purchase used by the client are not accepted and excluded, unless agreed otherwise in writing.
3. An offer issued by D atos is valid during 14 days, unless indicated otherwise by D atos. Every offer is non-binding, can be repealed by D atos at any time and expires after expiry of the term of validity indicated by D atos. Offering a draft agreement by D atos is equal to issuing an offer.
4. The Client represents and warrants towards D atos that all information provided to D atos with a view to obtaining an offer from D atos or to execution of an Agreement is correct and complete, also if this information originates from third parties.
5. An Agreement is concluded in writing only. Oral agreements (by telephone or otherwise) are not valid, unless confirmed in writing by D atos. If confirmed in this manner, these agreements become part of the Agreement.
6. Article 7:401 up to and including 7:412 of the Dutch Civil Code (DCC) (*Burgerlijk Wetboek*) do not apply, notwithstanding article 7:413 (DCC).
7. Each obligation on D atos’ part from or in connection with an Agreement is an obligation of effort (*inspanningsverbintenis*).
8. Periods of time mentioned as to performances on D atos’ part are not fatal or binding and are indicative only.
9. D atos is authorised to deploy any of its employees to perform or to (partly) subcontract its performance under an Agreement to third parties, unless indicated otherwise.
10. The Client is obliged to provide all further information that D atos needs to its reasonable judgement for the execution of the Agreement in good time and in the form and manner indicated by D atos.
11. If an Agreement according to which a certain (recurring) performance is made by D atos during a certain period of time, is continued after that period of time, the Agreement is deemed to be continued for an indefinite period of time, while each of the Parties may terminate the Agreement in writing, taking into account a notification term of at least one month, failing which, each time, the Agreement shall be continued for the initial period of time – all unless agreed otherwise in writing.
12. Prices or fees agreed upon may be adjusted by D atos in case of changes in factors determining the D atos’ costs such as wages, costs of purchase, travel expenses, travel time, costs of health & safety measures, costs of insurance, lease costs etc. If an assignment regards recurring performances for a longer or indeterminate period of time, the prices or fees shall be indexed yearly according to indices customary in the Netherlands or any other comparable index that D atos reasonably determines, for the first time as per the 1st of January following the date the Agreement has been closed between the Parties.
13. Any reasonable expenses including but not limited to compensation for travel time, travel expenses (including surcharges for economy class comfort on long haul or overnight travel), expenses of health and safety measures, costs of insurance, etc., including reasonable cost per diem based on UN per diems (<http://icsc.un.org/rootindex.asp>) shall be reimbursed by the client upon D atos’ first request.

Datos may issue advance invoices indicating the term of payment. If reimbursement of expenses or payment of these advance invoices does not happen in due time, Datos may suspend any obligations on its part under any Agreement.

14. Unless agreed otherwise, Datos may invoice monthly to the Client, or at any other reasonable shorter or longer interval. If not agreed otherwise, invoices must be paid within 15 days after the date of issue indicated on the invoice. No purchasing or invoice acceptance procedure on the Client's part shall constitute a valid reason for delay in payment. Any authority on the Client's part to suspension of performance or to set-off is excluded.
15. Each deadline for payment by the Client is a fatal term (*fatale termijn*). Upon exceeding a term for payment legal interest becomes due in conformity with article 6:119a (DCC), with a minimum of 8% per annum. Also, extrajudicial collection costs shall be due, which are 15% of the payment due and in excess of a term of payment.
16. Extra work coming up when executing an Agreement shall be charged to the Client, based on fee lists used by Datos and/or fees that are current and/or reasonable according to Datos' reasonable judgement, apart from the fees mentioned in the Agreement for the performance agreed to. Any extra or unforeseen reasonable expenses shall be charged to the client as well with no surcharge.
17. The Client represents and warrants that it is fully authorized to all performances on its part as agreed to in the Agreement and these Terms, including but not limited to the provision of data and materials to Datos, and that these performances do not institute a breach of (i) any rules of law or by virtue of law (ii) contractual obligations towards third parties and/or (iii) intellectual property rights of third parties or (iv) employee, client or third party privacy rights. The Client saves and holds harmless Datos against any claims from third parties relating to this. Datos shall treat any confidential information, such as patient or client data, confidential, except in cases Datos must produce this information to third parties by virtue of law.
18. In case health and/or safety issues and/or travel restrictions and/or risks in general or specific to the person(s) deployed by Datos to execute the Agreement prevent Datos from performing under the Agreement, Datos may suspend its performance under the Agreement for as long as said health and/or safety issues and/or travel restrictions and/or risks exist, or it may (partially) cancel the Agreement. In case of (partial) cancellation, payment obligations on the Client's part are limited to the part pro rata the work performed until the date of cancellation.
19. In case the client suspends the work agreed under the Agreement or should otherwise (make) prevent Datos from performing, this does not free the Client from its obligations towards Datos, while Datos is entitled to compensation for any damages resulting from such suspension or prevention to perform the work agreed.
20. Complaints regarding the Services shall be submitted to Datos in writing and with motivation within seven (7) days after discovery of a fault in Services or after the moment this should have reasonably been discovered, failing which each claim regarding non-performance shall expire. The complaints shall be in conformity with Datos' complaints procedure as published on its website.
21. Datos' liability under any Agreement is limited to the amount paid out by its liability insurance for the relevant occurrence(s). At any rate, Datos shall never be liable for a larger amount than the amount agreed to be paid to Datos under the relevant Agreement and if it is a continuous Agreement: the amount agreed to be paid to Datos for the period of one year maximum. The period of notification (*verjaringsstermijn*) of any claim on the Client's part from or in connection with the Agreement is one (1) year.
22. Dutch law applies to any Agreement. Any dispute in relation to an Agreement shall be submitted to the Dutch courts of the place of Datos' registered seat. However, Datos is authorized to bring any such dispute before other courts and/or arbitration institutes.
23. Any personal data received by Datos during the acquisition and project execution phases will be handled by Datos as indicated in its Privacy Statement.
24. Datos is authorized to change these Terms. Changes enter into force at publication on Datos' website, at the time indicated by Datos or at the time of the publication mentioned, or at the time of notification to the Client, whichever occurs first.