

**GENERAL TERMS AND CONDITIONS OF SALE****1. Definitions**

- 1.1 GDPR: Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, better known as the "General Data Protection Regulation" or "GDPR".
- 1.2 Order: a Customer's order, containing a request from the Customer for the provision of certain Services by Eurofins;
- 1.3 Civil Code: the (Dutch) Civil Code as applicable at the time of the conclusion of the Contract;
- 1.4 Services: all services referred to on the Website relating to and including the performance and/or provision of a Test and/or a non-COVID-19 certificate/travel certificate and/or the performance of other acts in the field of medicine, which are provided by Eurofins to the Customer against payment, as described in the Contract;
- 1.5 Eurofins: Eurofins Nederlands Moleculair Diagnostisch Laboratorium B.V., with its registered office at Rijswijk, having its principal place of business at Visseringlaan 25, 2288 ER in Rijswijk, registered in the Commercial Register of the Chamber of Commerce under number 55505686, (if applicable to the present Contract), with VAT identification number: NL851742488B01, Telephone number: +31(0)88 2350295, email address: COVID@nmdl-lcpl.nl. Eurofins NMDL is an ISO 15189 accredited laboratory and is also validated by the RIVM as provider for COVID-19 diagnostics and is specified in the [LCI guideline of the RIVM](#);
- 1.6 Affiliated company: any company, of which the ultimate parent company of one of the Parties (i) directly or indirectly holds at least 50% of the nominal value of the issued share capital, or (ii) holds at least 50% of the voting rights in its general meetings, or (iii) has the right to appoint the majority of its directors, or any other company that qualifies as a 'subsidiary' or is part of a 'group' within the meaning of article 2:24a and 2:24b of the Dutch Civil Code;
- 1.7 Intellectual property rights: All intellectual property rights in respect of all texts, drawings, analyses, reports, methods, models, materials, technologies, inventions, computer software, (digital) source codes, databases and documentation, whether or not patented, created under and/or within the context of the Contract.
- 1.8 Customer: the counterparty of Eurofins under the Contract, i.e. a natural person to whom the Services commissioned by this person or his legally valid representative are provided by Eurofins;
- 1.9 Sample: a material, substance or good to be examined (separated from the body) by Eurofins in the context of Services to be provided under the Contract;
- 1.10 Contract: all agreements, general terms and conditions and/or other documents or arrangements which (jointly) govern the legal relationship between Eurofins and the Customer;
- 1.11 Situation of force majeure: a (temporary) situation as a result of which Eurofins cannot reasonably fulfil its obligations vis-à-vis the Customer and which situation has arisen due to circumstances beyond Eurofins' reasonable control. The following situations shall in any event, but not exclusively, constitute situations of force majeure: strikes, accidents, government-imposed obligations that have consequences for the provision of the Services, war, terrorism, social unrest, epidemics, pandemics, problems at suppliers of Eurofins or third parties contracted by Eurofins, society-wide interruptions of daily life, nuclear or natural disasters, damage to or disruptions of communication and/or computer systems or (telecommunications) networks;
- 1.12 Party(ies): Eurofins and/or the Customer, depending on the context in which this definition is used;
- 1.13 Personal data: all information about an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.14 Test: A COVID-19 Antibody test or a COVID-19 PCR Test;
- 1.15 Terms and conditions of sale: Eurofins' general terms and conditions of sale contained in this document;
- 1.16 Website: the website on which the Order of the Services of Eurofins by the Customer is made possible and which is accessible via the following URL: <https://jouwcoronatest.nl/>.

**2. Scope of application**

- 2.1 By using the Website and/or placing an Order, the Customer accepts the Terms and conditions of sale.

- 2.2 By applying these Terms and conditions of sale, the Parties explicitly reject any other general (purchase) conditions (of the Customer).
- 2.3 These Terms and conditions of sale terminate and replace all previous general terms and conditions applied by the Parties.
- 2.4 The Customer guarantees that it has the power to enter into the Contract with Eurofins. The Customer indemnifies Eurofins against any damage arising from a breach of the aforementioned guarantee.
- 2.5 Eurofins is entitled to unilaterally amend these Terms and conditions of sale. Eurofins shall inform the Customer of the amendments to the Terms and conditions of sale. The Customer agrees in advance to the amendments that may be made by Eurofins. The amended Terms and conditions of sale shall apply to all Orders placed by the Customer after notification of the amended Terms and conditions of sale.
- 3. Conclusion of the Contract**
- 3.1 By completing and submitting the digital form for making an appointment on the Website, selecting a test location and date and time and paying, the Customer is deemed to place an Order with Eurofins for the Services, all in accordance with the completed form.
- 3.2 A Contract with Eurofins via the Website shall only come into effect after Eurofins has received the Order and confirmed the (receipt of the) Order to the Customer by email. Eurofins shall confirm receipt of the Order to the Customer by email as soon as possible.
- 3.3 The Contract with Eurofins for the provision of Services, whereby a Test is taken, qualifies as a medical treatment agreement within the meaning of article 7:446 of the Dutch Civil Code.
- 3.4 If the Customer has not yet reached the age of 16, the Contract is concluded in accordance with 3.1 and 3.2 subject to the suspensive condition that consent for the conclusion of the Contract and the performance/provision of the Services has been given by the minor's parent(s) or guardian(s). Consent is deemed to have been given upon the Customer's appearance at the collection location (with his/her parent(s) or guardian(s)).
- 3.5 Eurofins may, at its sole discretion and without creating any liability or obligation vis-à-vis the Customer, refuse an Order (or any modification or deviation thereof) if this would (possibly) (i) contravene any applicable law and/or regulation to be observed or any prevailing rules of professional conduct or behaviour; (ii) jeopardise its integrity or (iii) impair the quality of the Services.
- 3.6 The applicability of articles 6:227b and 6:227c of the Dutch Civil Code with regard to Information, notifications, statements and prices given in, inter alia (but not exclusively), price lists and the Website are intended solely for Eurofins' information and its Services and are provided subject to programming and typing errors.
- 3.7 Any statements or actions by Eurofins that qualify as a quote (within the meaning of Article 6:217 of the Dutch Civil Code) are without obligation. Eurofins shall be entitled to revoke or amend a quote, even after acceptance of that quote, as long as Eurofins has not yet performed or confirmed in writing the (accepted) quote. In the event that Eurofins changes the price in a quote, the Customer may still withdraw the acceptance free of charge.
- 3.8 Eurofins shall only have any (delivery) obligation vis-à-vis the Customer if there is an Order or Contract confirmed by Eurofins in writing (by email).
- 4. Performance of the Contract**
- 4.1 Eurofins is entitled to contract third parties or affiliated companies to perform its obligations under the Contract insofar as a proper performance of the Contract requires this.
- 4.2 Eurofins will ensure that Samples are taken and Tests are performed by specially trained personnel, with appropriate personal protective equipment and under the medical responsibility of a physician with a BIG registration. More information about the responsible physician(s) is available on the Website.
- 4.3 Eurofins is never obliged to perform (any part of) its Services if it has not received all the required information (for the performance of the relevant Contract). The Customer guarantees and is responsible for the accuracy and completeness of the information it provides to Eurofins, including but not limited to personal and contact data. Eurofins cannot be held liable for incorrectness and/or incompleteness of the information provided by the customer to Eurofins.
- 4.4 Eurofins' Services are not intended to test patients and/or people with serious complaints and/or to test in the context of an outbreak investigation in institutions where vulnerable persons reside. These persons must contact (by telephone) their GPs or Municipal Health

Service and cannot receive any Services from Eurofins. If and insofar a Customer appears at the test site with complaints, Eurofins may refuse to take the test to protect other Customers and its own staff. The Customer must then make a new appointment to take the test.

4.5 Tests taken from a third party (at a different time) may give a different test result as i) the Test gives a snapshot in time of the presence or absence of the coronavirus in the Customer at the time of collection, ii) the intensity of the infection may vary and iii) third parties may perform the Tests using different test standards. Such deviating test result shall therefore not make Eurofins' test result defective.

4.6 During a Situation of force majeure, performance will be de facto impossible and the Customer will not be able to demand performance of the Contract.

## 5. Prices, periods and payments

5.1 The prices on the Website are specified in euros inclusive of VAT.

5.2 The Website, the Order and the Contract shall specify the term within which the Services shall be provided, including the date and time of the taking of a Test. All delivery times/terms set by Eurofins or agreed between the Parties are indicative and do not qualify as deadlines. If Eurofins exceeds a delivery time/term agreed between the Parties, the Customer must submit a complaint to Eurofins in writing and allow a reasonable period of at least 24 hours for Eurofins to deliver as yet.

5.3 The Customer can pay for an Order on the Website using the following payment methods:

- PayPal;
- IDEal;
- credit card;

The following credit cards are accepted on the site: Visa, Master Card, American Express, Maestro, CartaSi, Cartes Bancaires;

- bancontact;
- EPS;
- GiroPay.

## 6. Withdrawal and termination

6.1 After confirmation of the Order by Eurofins, the Customer has a 14 calendar day cooling-off period to withdraw the Contract (and thereby his Order) free of charge. The Customer may invoke the right of withdrawal by sending an email (with the Customer's name, invoice number, date of the order and IBAN number to which any paid amount may be transferred) to [klantenservice\\_covid@nmdl-icpl.nl](mailto:klantenservice_covid@nmdl-icpl.nl) or by completing

and submitting the withdrawal form on the Website. If the Customer has scheduled his/her appointment for taking the Test within the aforementioned 14 calendar day cooling-off period, the Customer may invoke the right of withdrawal no later than 24 hours prior to the appointment.

6.2 The Customer may cancel the Contract no later than 24 hours prior to the Test appointment by sending an email (with the Customer's name, invoice number, the date of the order and IBAN number to which any paid amount may be transferred) to [klantenservice\\_covid@nmdl-icpl.nl](mailto:klantenservice_covid@nmdl-icpl.nl).

6.3 The parties may dissolve the Contract (and any related (legal) acts) extrajudicially (wholly or in part), without being liable to the payment of compensation and without being in default but after providing the other party with written notice to that effect, if (i) a situation of force majeure lasts longer than one month or (ii) Eurofins discovers that new legislation, regulations, decisions, policies or instructions have been introduced that make the performance of the Contract unlawful, illegal or undesirable, or (iii) the performance of the Contract constitutes a conflict with customary rules of (professional) conduct.

6.4 The provisions of this Article 6 shall not affect the rights of the Parties to dissolve the Contract pursuant to Article 6:256 of the Dutch Civil Code or Eurofins' power to terminate the Contract pursuant to Article 7:460 of the Dutch Civil Code in the event of serious reasons.

## 7. Obligations on the part of the Customer

7.1 The Customer shall provide Eurofins, to the best of its knowledge, with the information and cooperation that Eurofins reasonably requires for the performance of the Contract. The Customer is obliged to provide Eurofins with all relevant information and rights of use that are (reasonably) necessary or desirable for the optimal performance of the Services prior to the performance of the relevant Services. If and insofar as any necessary information and/or right of use are not provided, are incorrectly and/or incompletely provided by the Customer and as a result the performance of the Services is delayed, rendered impossible or is performed inadequately, the inability to perform the Services (optimally) and/or the defective performance of the Services shall never constitute a shortcoming and/or breach of the Contract by/of Eurofins.

## 8. Obligations and rights of Eurofins

8.1 Eurofins shall (as far as possible) perform its Services in accordance with the applicable statutory regulations, accreditation requirements and reasonable (written)

wishes of the Customer. Eurofins shall provide good care within the meaning of the Healthcare Quality, Complaints and Disputes Act by performing the Tests in accordance with the national test policy applicable at that time, the ISO 15189 accreditation for Medical Diagnostics and the Healthcare Quality, Complaints and Disputes Act.

- 8.2 Eurofins shall only perform the Tests on a voluntary basis. Voluntariness for the receipt of the Services is assumed, upon placing an Order and appearing at the test location.
- 8.3 If the Customer terminates the Contract, Eurofins shall refund the amount paid by the Customer for Services not yet performed/provided within ten working days to the same account number with which the Customer made payment.
- 8.4 The Customer shall be informed in writing about the interpretation of the test result, including (behavioural) instructions. In the event of a positive test result, the Municipal Health Service shall always be informed and the rules issued by the Dutch National Institute for Public Health and the Environment (<https://lci.rivm.nl/leefregels>) (applicable at that time) shall apply, of which isolation is the most important. In the event of a negative test result, the result must be seen in light of the time of testing. The Customer shall only receive information about this from Eurofins with advice on re-testing, quarantine and any additional measures.
- 8.5 Eurofins shall be entitled to charge management and/or (administrative) costs for requests to amend the Contract, which shall include the amendment of data already supplied by the Customer to Eurofins, or additional and/or amended Services for an Order or Contract that has already been confirmed.

## **9. Guarantees**

- 9.1 Services shall be performed in accordance with the techniques and methods as developed and applicable by Eurofins at the time of performance. Analyses, results, interpretations, assessments, recommendations and conclusions made in the performance of the Services are drawn up in accordance with applicable standards of care. However, Eurofins cannot guarantee that these analyses, results, interpretations, assessments, recommendations and conclusions are always (completely) correct, primarily because they depend on the applicable facts and circumstances at the time, such as the quality of the Samples taken and/or the Customer's compliance with the provided instructions. Unless Eurofins has explicitly specified otherwise in writing (for example in a declaration of conformity or

another written expression relating to the accuracy of the test results), the use and trust of the analyses, results, interpretations, assessments, advice and conclusions of Eurofins shall be entirely at the Customer's risk and expense.

## **10. Intellectual property**

- 10.1 All Intellectual property rights relating to the Services and their distinguishing marks, and in respect of everything produced or provided by Eurofins, whether or not at the Customer's request, including quotes, certificates and other documents, shall belong to Eurofins.
- 10.2 Without prejudice to the other provisions of these Terms and conditions of sale, Eurofins reserves the rights and powers to which it is entitled on the grounds of the Intellectual Property Rights to which it is entitled (relating to the Services and everything provided to the Customer), regardless of whether the Customer has charged for their production. The Customer shall only obtain the rights of use and powers expressly granted in these Terms and conditions of sale or in the Contract concluded between the Customer and Eurofins.
- 10.3 All intellectual property rights, such as copyrights, trade names, trademark and design rights in relation to this Website and to photographs, texts, illustrations, logos, sound, images, etc. contained on the Website shall belong to Eurofins or its licensors. Eurofins does not grant any right of use or any right other than the right to consult the Website. The use of the protected elements or part thereof is only permitted for information purposes for personal and private use. Use for other purposes is expressly prohibited. Neither the Website (wholly or partly) nor its content or any intellectual property right related to it may be used (reproduced, duplicated, copied, sold, resold, made accessible, modified or operated) in any other way, wholly or partly, for any purpose without Eurofins' prior written consent, unless a legal exception applies.

## **11. Protection of (personal) data**

- 11.1 Eurofins processes Personal data obtained from the Customer in the context of the performance of the Contract by means of the Website and in the performance of its Services.
- 11.2 Eurofins processes Personal data for the term of the Contract and (if and insofar as applicable) for as long as it is required to do so to be able to comply with contractual or statutory obligations, including (but not limited to) its administrative obligations.

11.3 Eurofins shall destroy the records referred to in 11.3 that it has retained following a written (including electronic) request to that effect from the Customer. However, Eurofins shall not be obliged to destroy if and insofar as the request relates to documents of which it can reasonably be assumed that their retention is of considerable importance to someone other than the Customer, and insofar as the provisions of, or pursuant to, the law oppose destruction.

11.4 If and insofar as the Contract is archived by Eurofins, it can be consulted by the Customer by making a written (including electronic) request to Eurofins at the following email address: [klantenservice\\_covid@nmdl-lcpl.nl](mailto:klantenservice_covid@nmdl-lcpl.nl). The Customer can exclusively receive information of contact data already known to Eurofins in connection with the Customer's privacy protection. Access to the file shall not be permitted insofar as this is necessary in the interests of protecting another person's privacy.

11.5 Under the Dutch Public Health Act, Eurofins is required to report positive test results for individuals to the Municipal Health Service without delay.

11.6 In the event of a positive test result, Eurofins must report the following (personal) data of the Customer to the Municipal Health Service:

- Name;
- address (domicile or place of residence);
- Sex;
- Date of birth;
- BSN;
- telephone number;
- email address.

11.7 In connection with the source and contact tracing by the Municipal Health Service, Eurofins is obliged to provide the Customer's telephone number and email address to the Municipal Health Service. If the Customer has not given permission for this or this permission is withdrawn, Eurofins cannot perform the Services.

11.8 For information about Eurofins' policy regarding the protection of Personal Data, the Customer is invited to consult Eurofins' privacy policy: <https://jouwcoronatest.nl/pdf/jouwcoronatest.nl-privacystatement-English-v2021.04.14.pdf>

## 12. Choice of law

12.1 These Terms and conditions of sale, the Contract and any (further) agreements and (legal) acts arising therefrom (including the existence and validity of all such agreements and legal acts) shall be governed by Dutch law.

## 13. Complaints and disputes

13.1 If the Customer has any complaints about Eurofins or the Services provided by Eurofins, the Customer may lodge a complaint with Eurofins by contacting the customer service. Complaints about the performance of the Contract must be made to Eurofins in full and clearly described within a reasonable time after the Customer has discovered the defects. Eurofins' customer service can be reached at +31(0)88 2350295 or by email at [klantenservice\\_covid@nmdl-lcpl.nl](mailto:klantenservice_covid@nmdl-lcpl.nl). More information about Eurofins' complaints procedure is available on the Website.

13.2 Eurofins aims to respond to a written complaint of the Customer within 3 weeks.

13.3 Eurofins is affiliated with the following arbitration body: Stichting Zorggeschil. This service is available via the following (web) address: [www.zorggeschil.nl](http://www.zorggeschil.nl). For questions about the settlement of any disputes, the Customer can contact Eurofins' customer service.

13.4 Eurofins (' Services) are subject to supervision by officials of the Public health inspectorate, the Dutch Healthcare Authority and the Health and Youth Inspectorate and the Dutch Accreditation Council. Eurofins is subject to the following codes of conduct:

13.5 The Health and Youth Inspectorate supervises the use of CE-marked and validated tests to ensure they are used by trained personnel, under hygienic conditions and safe for employees and patients. This is why all providers of COVID-19 tests must comply with the requirements stipulated in laws and regulations and professional standards, including the Healthcare Quality, Complaints and Disputes Act and the Public Health Act. The Customer can report concerns about Eurofins' Services to the Health and Youth Inspectorate via the contact form on <https://www.igj.nl/onderwerpen/melden-bij-de-inspectie>.

13.6 The Customer is free to choose the competent court according to the law for the settlement of a dispute.

## 14. Other provisions

14.1 If this Contract proves to be partially invalid or non-binding, the parties shall remain bound by the other provisions of the Contract. The parties shall in that case consult with each other to replace the part of the Contract that proves to be invalid or non-binding with provisions that are valid and binding and which (with regard to the content and purport of the Contract) correspond with those of the part that proves to be invalid or non-binding as much as possible.

14.2 The operation and provisions of the Contract shall remain in full force after termination of the Contract until the Customer has fulfilled all its payment obligations vis-à-vis Eurofins in full.

14.3 The parties are not entitled to transfer their rights and/or obligations arising from the Contract to (a) third party (parties). Nevertheless, Eurofins may work with Affiliated Companies and/or third parties for the performance of the commission if that is necessary for the optimal performance of the Services.

14.4 Failure by Eurofins to (immediately) enforce or invoke any right or power arising from the Contract shall in no way constitute a restriction, or waiver, of those rights or powers.