

General Terms and Conditions of BBrain B.V. (Business)

Article 1. Applicability of Terms

1.1 These general terms and conditions (hereinafter referred to as 'terms') apply to all offers, written confirmations, and agreements regarding the delivery or provision of goods and services, and the performance of additional work (hereinafter referred to as 'deliveries') by BBrain B.V., established and headquartered at Weerhuisweg 4, 6226 NC Maastricht, registered in the trade register under number 75772752 (hereinafter referred to as 'BBrain').

1.2 Any reference by the counterparty to its own general terms and conditions is expressly rejected by BBrain.

1.3 Deviations from or additions to these general terms and conditions require express written consent from an authorized employee of BBrain.

1.4 If any provision of these terms is wholly or partially invalid or unenforceable, this will not affect the validity of the remaining provisions in these general terms and conditions.

1.5 In case of any conflict between the contents of the agreement entered into between BBrain and the customer and these terms, the provisions of the agreement shall prevail.

1.6 The Dutch version of these general terms and conditions is the original and authentic version. In case of discrepancies, contradictions, or differences in interpretation between the Dutch version and a translated version (such as in English or German), the Dutch version shall prevail. Translations are provided solely for the convenience of the user and have no independent legal effect.

1.7 BBrain may listen to or record conversations between BBrain's customer service and customers for business purposes such as training, assessment, and/or quality monitoring. Upon request by the customer, the recording of the telephone conversation will be stopped.

Article 2. Formation of the Agreement

2.1 Unless a validity period is explicitly stated, an offer from BBrain is non-binding. A binding agreement with BBrain is only formed after BBrain's written confirmation of an order. BBrain has the right to revoke its offer immediately after acceptance.

2.2 The images, drawings, dimensions, weight indications, as well as other specifications and annexes included with a confirmation from BBrain are for guidance only, unless BBrain has explicitly stated that they are to be considered as exact.

2.3 The counterparty is responsible for the accuracy of the information provided to BBrain that is necessary for the delivery.

2.4 If the counterparty's acceptance of the offer deviates, this will be considered as a new offer from the counterparty and a rejection of BBrain's offer, even if only minor differences exist. An agreement is only formed if BBrain explicitly accepts the new offer from the counterparty.

Article 3. Prices

3.1 During the validity period of the offer, the prices of the offered products and/or services will not be increased, unless the cost price factors of the ordered goods or services, including labor and material costs, increase between the time of the agreement's conclusion and the delivery date. In such cases, BBrain is entitled to adjust the prices accordingly.

3.2 BBrain has the right to adjust the prices of its products and services every 6 months. The counterparty will be notified of such adjustments 2 months before the changes take effect. Price increases may constitute grounds for termination of the agreement by the counterparty.

3.3 All prices quoted by BBrain are exclusive of VAT (and any other government levies) that are owed in connection with the agreement. These will be charged separately.

3.4 The price for delivered goods and services is exclusive of additional work to be performed.

Article 4. Payments

- 4.1 Payments must be received by BBrain no later than thirty (30) calendar days from the invoice date.
- 4.2 If BBrain has reason to doubt the counterparty's ability to meet its payment obligations, such as in cases of suspension of payments, bankruptcy or an application for it, attachment, cessation, or liquidation of the business, or previous late payments, BBrain may require full and immediate payment or payment upon delivery.
- 4.3 If payment is not made on time, the counterparty will be in default without the need for a notice of default, and the statutory commercial interest will be due on the unpaid amount. Unpaid interest will also accrue interest after one year.
- 4.4 The judicial and extrajudicial costs related to any collection by BBrain will be borne by the counterparty.
- 4.5 Payments made by the counterparty will always be applied to cover any interest and costs owed, followed by claims under the agreement that are the longest due.
- 4.6 In case of late payment, including failure to comply with the aforementioned requirement for full advance payment or payment upon delivery, BBrain is entitled to suspend the execution of the agreement until full payment is received and, in the case of incomplete payment after a written reminder, to terminate the agreement in whole or in part. This does not affect BBrain's right to claim damages.
- 4.7 Offsetting by the counterparty with claims against BBrain is not allowed. In the event of bankruptcy, suspension of payments, attachment, or other loss of the counterparty's ability to dispose of its assets or parts thereof, all amounts owed to BBrain shall become immediately due and payable, and BBrain may immediately offset these amounts.
- 4.8 Objections to an invoice must be submitted in writing to BBrain within eight (8) days after the invoice date.
- 4.9 Reporting a defect, as described in Article 5.6 and/or 8.1, does not relieve the customer of its payment obligations to BBrain.

Article 5. Delivery and Acceptance

- 5.1 Delivery by BBrain will take place Ex Works, unless otherwise agreed in writing. If BBrain uses Incoterms, the version that was in effect at the time the offer was made will apply.
- 5.2 Any delivery time indicated by BBrain is not a fatal term and should only be considered as an estimate, unless otherwise explicitly agreed.
- 5.3 The delivery time starts on the day the agreement is concluded or, if later, on the day a previously agreed upon advance payment is fully made and the relevant information to be provided by the counterparty for the execution of the agreement is received.
- 5.4 A delay by BBrain will only lead to default if, after the expiration of an additional 30 (thirty) calendar days' notice given by the counterparty, BBrain has not or not fully fulfilled its obligations due to circumstances attributable to BBrain.
- 5.5 The counterparty is obligated to accept all types of deliveries, even if they consist of partial deliveries.
- 5.6 The counterparty must inspect the delivery immediately upon receipt to determine whether the delivery conforms to the agreement and is obligated to report any shortcomings in writing to BBrain within 24 hours after receiving the delivery, with a detailed description of the shortcoming and submission of the delivery note attached to the delivery by BBrain.
- 5.7 A shortcoming that does not significantly impede the use of the delivered goods or services does not constitute grounds for invoking the delivery time or for refusing acceptance or payment. This does not affect the counterparty's right to request prompt rectification of the shortcoming.
- 5.8 If goods are not accepted by the customer within the delivery time, or if the customer fails to comply with an agreed call-off period, BBrain is entitled to charge the customer for the goods and store them at its discretion. If the storage period exceeds three months, BBrain is entitled to charge a storage fee of 15% of the value of the stored goods to the customer. In case of late acceptance or call-off by the customer, BBrain is also entitled to demand performance of the agreement by the customer or to terminate the agreement entirely or partially, without the need for notice of default or judicial intervention, and without prejudice to its right to claim damages.

5.9 In cases where the counterparty intends to resell the goods delivered by BBrain, this will only be allowed under the conditions of a distribution agreement between the counterparty and BBrain.

Article 6. Transfer of Risk and Ownership

6.1 The risk associated with the goods delivered by BBrain passes to the counterparty according to the agreed Incoterm.

6.2 Ownership of the delivered goods will only pass to the counterparty once the counterparty has paid all amounts owed to BBrain for the delivery of the goods or any other goods or services delivered or to be delivered by BBrain, including interest and costs.

6.3 BBrain is entitled to reclaim delivered goods without further notice and without judicial intervention if payment is not made on time, and the counterparty gives BBrain prior consent to enter all locations in and around the counterparty's business.

6.4 If and as long as BBrain remains the owner of the goods, the counterparty must immediately inform BBrain if the goods are seized or if any claim is made on (any part of) the goods. Furthermore, the counterparty will inform BBrain at the first request about the location of the relevant goods.

6.5 In case of attachment, (temporary) suspension of payments, or bankruptcy, the counterparty must immediately notify the attaching bailiff, the administrator, or the trustee of BBrain's ownership rights. The counterparty warrants that any attachment on the goods will be promptly lifted.

6.6 The counterparty is allowed to use the goods subject to retention of title within the scope of its normal business operations. The counterparty is not allowed to pledge the goods or encumber them with other limited rights. The counterparty agrees to insure and maintain insurance for the goods delivered by BBrain under retention of title against fire, explosion, water damage, theft, and to cooperate in any reasonable measures BBrain may wish to take to protect its ownership rights.

Article 7. Non-Attributable Failure

7.1 A failure by BBrain to fulfill an obligation is not attributable if it is due to or related to an event beyond BBrain's control, whether or not foreseeable. Such events include, but are not limited to: war or similar circumstances, mobilization, unrest, sabotage, terrorism, fire, lightning, explosion or leakage of dangerous gases or substances, natural disasters, extreme weather conditions, epidemics, strikes, occupation, boycott, blockade, and government measures, such as import, export, delivery, or production bans.

7.2 If BBrain is unable to perform the agreement due to an event of force majeure and the performance becomes permanently impossible, the agreement may be terminated immediately. If performance is not permanently impossible, termination can only take place after a period of 90 (ninety) consecutive calendar days during which performance is impossible has passed.

7.3 If additional costs are incurred for BBrain due to circumstances not attributable to BBrain, BBrain is entitled to reasonably pass these costs on to the counterparty.

7.4 If BBrain has partially performed its obligations under the agreement or will be able to do so, and the performed or to be performed part has independent value, BBrain is entitled to separately invoice the performed or to be performed part. The counterparty is obliged to pay this invoice as if it were a separate agreement.

7.5 If BBrain is prevented by force majeure from fulfilling its obligations with regard to one or more of its customers but not all customers, BBrain is entitled, at its discretion, to decide which obligations and to which customers it will perform, as well as the order in which this will happen.

Article 8. Defects, Warranty, and Returns

8.1 A 2-year warranty applies to products from BBrain, starting from the date of purchase. If a delivered product or service shows a defect, the other party is entitled to free repair by BBrain, either by repair, replacement, or re-performance, at BBrain's discretion, provided the following cumulative conditions are met:

- (i) the defect is due to a cause attributable to BBrain;
- (ii) the defect is reported in writing to BBrain within 24 hours of receipt of the delivery or, if this is not possible, within 24 hours after the defect could reasonably have been discovered;
- (iii) compliance is not permanently impossible;

(iv) any additions or modifications to the delivered product or performed work, as well as maintenance work, must have been done by BBrain or with prior written consent from BBrain;

(v) BBrain can invoke the right to free repair from its supplier, where applicable.

8.2 BBrain may require that a product eligible for repair be sent to BBrain or to an address specified by BBrain at the expense and risk of the other party. A returned product must, where possible, be packed in its original packaging.

8.3 BBrain has the right to repair defects at its discretion. The parts released during replacement remain/become the property of BBrain.

8.4 The obligation to repair applies to defects in repairs for a period of three months after the repair is carried out.

8.5 A contract may only be wholly or partially terminated due to a defect if its enforcement cannot reasonably be expected from the other party.

Article 9. Liability for Damage

9.1 Damage suffered by the other party for which BBrain can be held liable will only be compensated according to the following provisions, regardless of the basis for the claim for compensation. A series of related events will be considered as one event. If BBrain is liable for damage suffered, and unless the following sections of this article 9 do not apply, BBrain will only be required to compensate that damage up to a maximum of the invoice value of the respective delivery, but never more than the amount BBrain could have reasonably insured against.

9.2 BBrain is not liable for any form of indirect or consequential damage, including, but not limited to, loss of income or profits, damage due to stagnation or delays in business operations, loss of labor hours and/or wasted labor costs, increased purchase costs elsewhere, damage due to the reconstruction of lost information, missed savings, or missed agreements, discounts or penalties.

9.3 BBrain is also not liable for:

(i) direct and indirect consequences of the customer's failure to comply with usage or operating instructions;

(ii) normal wear and tear, and damage and/or wear caused by improper use and as a result of overloading or any other form of abnormal use;

(iii) abnormal or unforeseen circumstances or circumstances that BBrain, based on the information provided to it at the time of entering into the agreement, could reasonably not have been expected to consider;

(iv) damage for which the customer could have insured themselves.

9.4 To the extent that BBrain provides advice without there being an explicit agreement for the provision of advice, such advice is non-binding, and BBrain accepts no liability for it.

9.5 The right to claim compensation for damage expires if the claim is not made in writing within ten working days after the damage could reasonably have been discovered. Damage is not eligible for compensation if it is discovered more than twelve months after the delivery of the product or the notification that the work has been completed.

9.6 The above limitations and exclusions do not apply if the damage was caused by BBrain's intentional act or gross negligence. The provisions in paragraphs 2 to 5 of this article do not affect BBrain's liability under Title 3, Section 3, Book 6 of the Dutch Civil Code (product liability).

9.7 If delays occur during the execution of an agreement, including due to the customer's failure to approve the work performed by or on behalf of BBrain in a timely manner, BBrain is not obligated to compensate any damage or costs the customer directly or indirectly suffers or will suffer.

9.8 The other party indemnifies BBrain against any claims from third parties who suffer damage in connection with the execution of the agreement, where the cause is attributable to someone other than BBrain. If BBrain is addressed by third parties in this regard, the other party must assist BBrain both outside and in legal proceedings and promptly do everything expected of them in such cases. If the other party fails to take appropriate action, BBrain is entitled to do so without notice. All costs and damages incurred by BBrain and third parties as a result will be borne by the other party.

9.9 The provisions in this article, as well as all other limitations and exclusions of liability mentioned in these Terms and Conditions, also apply to all (legal) persons employed by BBrain in the execution of the agreement and to the concern to which BBrain belongs.

Article 10. Intellectual Property Rights

10.1 BBrain reserves all rights, including intellectual property rights, concerning information provided to the other party in the context of the formation and execution of an agreement, for example in the form of drawings, diagrams, designs, calculations, descriptions, software, or associated documentation.

10.2 If it turns out that a product sold by BBrain to the customer infringes an intellectual property right (IP) of a third party in the Netherlands, and the customer is addressed in this regard, the customer must immediately inform BBrain in writing. In that case, BBrain has the right to rectify this alleged infringement in an appropriate manner.

Article 11. Confidentiality

11.1 All documentation provided by or on behalf of BBrain to the customer, in any form or manner, is confidential. The documentation may not be reproduced, copied, handed to third parties, or made public, unless explicitly authorized by BBrain, and may only be used by the other party within the framework of establishing and performing the agreement. If no agreement is reached, the other party must, at BBrain's first request, immediately return the information carriers and any copies, including the offer, to BBrain or destroy them, as per BBrain's choice.

11.2 The customer will impose the same confidentiality obligations on their employees that apply to them under this article. In case of a breach of confidentiality, the customer must inform BBrain immediately in writing.

11.3 Without prior written consent from BBrain, the customer is not permitted to use the name and/or logo of BBrain in advertisements or other communications.

11.4 If the customer breaches one of the obligations mentioned in paragraphs 1 to 3 of this article, they will owe a fine of €25,000 per violation, plus a fine of €1,000 per day that the breach continues. The forfeiture and collection of this fine does not affect any other claims from BBrain, such as enforcement and compensation.

Article 12. Termination

12.1 BBrain is entitled to terminate the agreement, in whole or in part, without notice and without judicial intervention, notwithstanding BBrain's right to compensation (including consequential and business damage) for all costs and damages arising directly or indirectly for BBrain from the other party's defective performance of its obligations, in the following cases:

- (i) if the other party, despite notice of default allowing 14 calendar days for compliance, fails to fulfill any (payment) obligation under any agreement with BBrain;
- (ii) suspension of payment by the other party;
- (iii) application for suspension of payments, bankruptcy, proposal of a composition outside bankruptcy, appointment of a curator for the other party;
- (iv) seizure of any part of the other party's assets;
- (v) liquidation of the other party's business; or
- (vi) any other loss of the other party's authority over its assets or parts thereof.

12.2 Upon termination, all amounts owed to BBrain under the agreement become immediately due and payable. BBrain's ability to invoke its validity or enforcement of its retention of title remains unaffected.

Article 13. Amendment of General Terms and Conditions

13.1 These general delivery terms are filed with the Chamber of Commerce in Eindhoven. BBrain may amend these general terms and conditions, provided there are no mandatory legal provisions to the contrary. The latest version of the general terms and conditions, as applicable at the time the legal relationship is established, is always applicable.

Article 14. Software

14.1 The following provisions apply to all legal relationships between the customer and BBrain regarding the delivery of software, in addition to the applicability of the earlier provisions in the general terms and conditions.

14.2 BBrain delivers services consisting of standard software that is not modified, configured, adapted,

or extended for individual customers.

14.3 The customer is granted a non-transferable, non-exclusive right to use the software for the intended purpose and for the agreed duration. Unless otherwise agreed, the aforementioned right of use starts once the customer has fulfilled all obligations towards BBrain.

14.4 To use the services offered on the BBrain portal and to, for example, order products from BBrain, the customer must register through the account registration option as communicated to the customer.

14.5 The customer guarantees that they will keep their login details and multi-factor authentication strictly confidential. BBrain may always assume that a customer logging in through the BBrain portal is indeed that customer. Everything that occurs through the customer's account is the responsibility and risk of the customer. BBrain is therefore not liable for breaches of confidentiality and/or misuse of the customer's account.

14.6 If the customer knows or suspects that their login details have come into the possession of third parties or unauthorized persons, they must change their password as soon as possible and notify BBrain so that BBrain can take appropriate measures.

14.7 If the customer enters patient data on the BBrain portal, they do so only with the explicit consent of the relevant patient. The customer will comply with legal rules concerning data protection, especially regarding the protection of medical data.

14.8 The customer indemnifies BBrain against claims from third parties whose personal data is recorded or processed, to the extent that such claims are related to data and software provided by BBrain to the customer or data processed by BBrain for the customer.

14.9 BBrain does not guarantee that the software is error-free, will operate without interruption, or without defects, nor that all defects will be fixed or improved.

14.10 Ownership of the software and intellectual property rights related to the software are not transferred to the customer. The customer will fully respect the ownership and intellectual property rights regarding the software. The customer will not remove or render unreadable or unrecognizable any intellectual property markings regarding the software, such as copyright notices. The source code of the software will not be made available to the customer.

14.11 The customer is aware that the software contains confidential information and trade secrets of BBrain. The customer is obliged to keep the software confidential and not to disclose it to third parties. The customer is further obliged to comply with the provisions of, among others, ISO 27001, NEN 7510, and other applicable standards and legal regulations.

Article 15. Applicable Law, Disputes

15.1 Agreements between BBrain and the other party, as well as any disputes arising therefrom, are governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and Title 1 of Book 7 of the Dutch Civil Code.

15.2 Any disputes arising from or related to these terms will be submitted to the competent court in the district of Limburg.

15.3 These general terms and conditions are filed with the Chamber of Commerce in Maastricht and can be sent free of charge upon request.