General conditions The Netherlands Cancer Institute - Antoni van Leeuwenhoek Hospital

Foundation The Netherlands Cancer Institute — Antoni van Leeuwenhoek Hospital, located in Amsterdam

Article 1 — Applicability, agreement

1. These general conditions are applicable for every agreement concerning hospitalization, care, day care, outpatient treatment and/or research and all further agreements between foundation The Netherlands Cancer Institute — Antoni van Leeuwenhoek Hospital (henceforth be known as The Netherlands Cancer Institute) and a patient or his/her legal representative, as well as all other agreements to deliver services and/or goods, where Antoni van Leeuwenhoek is party and upon which it has declared these general conditions applicable.

2. The agreement between The Netherlands Cancer Institute and a patient will be established because the patient signs up for hospitalization and/or research and this application is accepted by Antoni van Leeuwenhoek. The agreement between The Netherlands Cancer Institute and another party than a patient is only binding if it has been established written or electronically. The provisions of this paragraph shall apply accordingly to modifications and/or additions of the agreement.

3. Any exception to the present general conditions only becomes viable if The Netherlands Cancer Institute has explicitly agreed to this.

Article 2 — Payment

1. The Netherlands Cancer Institute sends the other party an invoice for treatment or in a part thereof, or for the supply of goods or services. Payment must be made within 14 days after the invoice date; whether by transferring or depositing to the bank account specified in the invoice, whether by payment to the hospital treasury. If the other party demonstrates to have received the invoice later than 5 days after the invoice date, the payment term will be extended by the number of days that the invoice has been received demonstrably later than the invoice date.

2. The Netherlands Cancer Institute is at any moment that there is reason to do so, entitled to demand full or partial advanced payment from the other party for the estimated costs of the (further) treatment of the other party, research or other forms of the provision of services and/or the supply of goods. The failure of advanced payment or guarantee does not give the hospital the authority to postpone or refrain from providing acute care to patients.

3. Unless the other party could rightly claim the right of suspension, exceeding the payment term has the consequence that the other party is automatically in default without any previous notice of default and from that moment, interest is due at the legal rate over the amount that The Netherlands Cancer Institute validly claims from the other party. Monthly interest shall be charged on the amount due (a part of the month will be charged as a whole month). The basis of the calculation is the statutory interest rate applicable in the Netherlands.
4. Furthermore, all collection costs incurred and to be incurred of the extrajudicial and judicial costs shall be borne by the other party.

**extrajudicial if The Netherlands Cancer Institute assigns third parties for the collection:**
The expenses reasonably incurred and to be incurred which shall be fixed in accordance with the collection rates of lawyers.

**Judicial**
In case of judicial intervention, after the final judicial judgement of a court statement, where the other party is fully or predominantly ruled against, all costs reasonably made and yet to make shall be borne by the other party.

Insofar the hospital is liable to pay turnover tax over the collection costs, the collections costs will be compensated in this way.

5. In case of payment delay of the other party shall, notwithstanding any clause to the contrary, by any injunction to full payment to The Netherlands Cancer Institute, also all other amounts owed to The Netherlands Cancer Institute become immediately due and payable.

**Article 3 — Tariffs**

The Netherlands Cancer Institute has the right to, without further notice, change the tariffs for hospitalization, care, treatment and/or research, this within the pricing regulations of the NZa or of any other legally designated body.

**Article 4 — Courses, symposia, seminars or further training**

1. Regarding agreements concerning training activities, including participating in training courses, symposia, seminars or further training, there is a reflection period. This reflection period involves free cancellation of the registration of the other party within a deadline of two weeks after registration. Cancellation must take place by email via the email address that is specified by The Netherlands Cancer Institute. If, in case of timely cancellation, registration fees have already been paid, this amount will be reimbursed by The Netherlands Cancer Institute within two weeks.

2. The copyright of all materials provided under the program of the training activities remains at The Netherlands Cancer Institute.

3. Any complaints shall be dealt with in accordance with the Complaints procedure regarding Courses, symposia, seminars or further training The Netherlands Cancer Institute.
Article 5 – Confidentiality

The Netherlands Cancer Institute and the other party shall preserve strict confidentiality about information that is disclosed during the execution of the agreement and/or the exchange, as well as any element of which it is reasonable to assume that its publication would damage the interests of one of them. In the agreement, further arrangements thereupon can be made.

Article 6 – Disputes and applicable law

1. On all agreements concluded between The Netherlands Cancer Institute and the other party, only Dutch law is applicable.
2. All disputes of any kind will in first instance be submitted to the Court in Amsterdam.

Established in Amsterdam, dated 20 October, 2017

M. van der Meer MSc
Member of the Board of Directors The Netherlands Cancer Institute,
Chief Financial and Operational Officer