

## **General terms and conditions of the Netherlands Cancer Institute and Antoni van Leeuwenhoek Hospital**

Stichting Het Nederlands Kanker Instituut – Antoni van Leeuwenhoek Ziekenhuis, established in Amsterdam

**Article 1 - Applicability, agreement** 1. These general terms and conditions apply to every agreement concerning hospitalisation, nursing, day care, outpatient treatment and/or examination and all other agreements between the Netherlands Cancer Institute - Antoni van Leeuwenhoek Hospital (NKI-AVL) and a patient or his or her legal representative, as well as to all other agreements for the provision of services and/or goods to which NKI-AVL is a party and to which it has declared these general terms and conditions applicable.

2. The agreement between NKI-AVL and a patient comes into being when the patient registers for admission and/or treatment and/or examination and this registration is accepted by the NKI-AVL. The agreement between NKI-AVL and a counterparty other than a patient will only be binding if it has been concluded in writing, which is the case when NKI-AVL and the counterparty sign the agreement, or on the day on which NKI-AVL receives the order confirmation from NKI-AVL signed by the counterparty. The provisions of this paragraph apply mutatis mutandis to amendments and/or additions to the agreement.

3. Deviation from these general terms and conditions is only effective if NKI-AVL has expressly agreed to this.

### **Article 2 - Payment**

1. The NKI-AVL sends the counterparty an invoice for treatment or part thereof or for the delivery of a good or service. Payment must be made within 14 days of the invoice date; either by bank transfer or deposit to the bank account number stated; or by payment to the hospital's treasury. If the counterparty proves that it received the invoice more than five days after the invoice date, the payment term will be extended by the number of days that the invoice was demonstrably received after the invoice date.

2. At any time that there are reasonable grounds to do so, NKI-AVL is entitled to demand full or partial payment in advance from the counterparty or to require security for the estimated costs of the (further) treatment, examination or other forms of service provision or delivery of goods to the counterparty. Failure to pay in advance or to provide security will not entitle the hospital to postpone or refrain from providing acute care to patients.

3. Unless the counterparty rightly invokes a right to suspend payment, exceeding the payment term will result in the counterparty being in default by operation of law, without any prior notice of default being required, and from that moment on the counterparty will be liable to pay statutory interest on the amount that NKI-AVL is legally entitled to claim from the counterparty. The interest will be charged monthly on the amount due (part of the month will be regarded as a full month). The basis for the calculation is the applicable statutory interest rate.

4. Furthermore, all costs incurred and/or to be incurred by NKI-AVL for the collection of the extrajudicial and judicial costs will be for the account of the counterparty.

*extrajudicial if NKI-AVL engages third parties for the collection:*

The costs to be reasonably incurred or incurred, which are fixed at the collection rate of lawyers.

### *Judicial*

In the event of judicial intervention, after a judicial decision in which the customer has been wholly or predominantly ruled against has become final and conclusive, all costs reasonably incurred or to be incurred will be for the account of the customer. Insofar as the hospital is obliged to pay turnover tax on the collection costs, the collection costs will be increased with this.

5. In the event of late payment by the counterparty, all other amounts payable to NKI-AVL by the counterparty will also immediately become due and payable by the mere demand for full payment by NKI-AVL, despite any other stipulation to the contrary.

### **Article 3 - Rates**

The AVL is entitled to change the rates for admission, nursing, treatment and/or examination without further notice, subject to the applicable price regulations of the NZa or any other body designated for this purpose by law.

### **Article 4 – Training**

1. Agreements concerning training activities, including participation in training courses, symposia, seminars or refresher training sessions, will be subject to a reflection period. This reflection period means that the counterparty can cancel the registration free of charge within a period of two weeks after registration. Cancellation must take place by email via the email address provided by NKI-AVL. If, in the event of timely cancellation, registration fees have already been paid, this amount will be refunded by NKI-AVL within two weeks.

2. The copyright on the material provided as part of the training activity is held by the NKI-AVL.

3. Any complaints will be dealt with in accordance with the Complaints Procedure for Antoni van Leeuwenhoek Training.

### **Article 5 – Confidentiality**

The NKI-AVL and the counterparty will observe strict confidentiality with regard to information that becomes known or is exchanged during the execution of the agreement, as well as with regard to everything that can reasonably be assumed to be damaging to the interests of one of them. Further agreements may be made about this in the agreement.

### **Article 6 - Disputes and applicable law**

1. Dutch law shall apply to all agreements concluded between NKI-AVL and the counterparty.

2. All disputes, of whatever nature, will be adjudicated in the first instance by the District Court in Amsterdam.

Adopted in Amsterdam dated 26 May 2015

Prof. Dr. W.H. van Harten,  
member of the Board of Directors of NKI-AVL,  
Director Organisation & Management