

1. General information

- 1.1. These terms and conditions are applicable to any and all requests, proposals, orders and agreements by and between EMS Ambulance B.V., on the one hand, (hereinafter referred to as: "EMS") and an Other Party, regardless of the circumstance that EMS Ambulance B.V. acts under a different brand or trade name or the legal relationship between the parties has arisen from an establishment abroad.
- 1.2. The place of business of EMS Ambulance B.V. shall exclusively be qualified as the address of the head office, as included in the Commercial Register of the Dutch Chamber of Commerce.
- 1.3. The Other Party is understood to mean:
 - every legal person or natural person with whom EMS has concluded an agreement, or who has directed a request for the provision of services to EMS;
 - the patient for whom the Services are requested or who makes use of the Services;
 - the person who acts on behalf of the patient in the capacity of legal representative, authorised representative, manager of the affairs of another or otherwise, for instance because the patient is, given his health status, not (sufficiently) able to do so;
 - the person who, in the capacity of insurer or otherwise, consults on behalf of the patient about the price of the services to be provided by EMS or who declares to guarantee the payment thereof.
- 1.4. The patient and the other persons qualified as the Other Party are jointly and severally liable for the compliance with the obligations towards EMS.
- 1.5. EMS and the other party or other parties are hereinafter jointly referred to as "the parties".
- 1.6. These terms and conditions are also applicable to agreements with EMS for the performance of which EMS needs to hire third parties. To the extent that third parties can rely on any exoneration clause or right of suspension towards EMS in respect of the performance of the services entrusted to them, EMS can equally rely on a corresponding right towards the Other Party.
- 1.7. The parties can only deviate from these terms and conditions if this takes place expressly and in writing and EMS agrees with it in writing.
- 1.8. The applicability of any terms and conditions of the other party (other than those agreed) is expressly rejected.
- 1.9. If EMS does not always require strict compliance with these terms and conditions, this does not imply that the relevant provisions are not applicable or that EMS would in other instances forfeit the right to require strict compliance with the provisions of these terms and conditions.
- 1.10. These terms and conditions were drawn up in the Dutch language. If EMS makes translations of these terms and conditions available, the Dutch version shall continue to apply.

2. Offer and conclusion of the agreement

- 2.1. EMS describes the services to be provided in an offer. Any and all offers of EMS are without obligation and can, in all instances, hence also if a time limit was included in the offer,

prior to acceptance, be revoked. An accepted offer can be cancelled by EMS, without any obligation to pay compensation or to offer a different service, if the service to which the offer is related is no longer available in the meantime.

- 2.2. The offer is related to the costs of patient transport, medical equipment and necessities and staff to be deployed, but does not include costs of airline tickets, unless these costs were expressly included in the offer.
- 2.3. The offer or the order is accepted by written or oral acceptance of the other party.
- 2.4. The offer is also accepted by giving instructions to EMS to proceed with the performance of the service or services offered in the offer or the order or through payment of any amount related to the offer, whether or not by way of advance.
- 2.5. EMS cannot be bound by its offer if the other party can reasonably understand that the offer or order or a part of it contains a obvious mistake or typographical error.
- 2.6. If third parties who, during the provision of the services must deliver goods or services to EMS, after acceptance of the offer, change the price to be charged to EMS for those services, EMS is entitled to pass on the price change to the other party.
- 2.7. If the acceptance deviates from the offer, no agreement shall be concluded, unless EMS indicates otherwise.
- 2.8. A composite offer shall not compel EMS to perform any part of the assignment for the specified part of the quoted price. Offers are not automatically applicable to future orders.

3. Information

The other party grants EMS access to any and all relevant medical reports and authorises EMS to request these if they are relevant to the performance of the requested activity. The other party vouches for the reliability and completeness of these reports and information. EMS shall not be liable for damage and/or other consequences that are the result of not, late or incomplete supply of medical data that are necessary for or relevant to the care and services to be provided by EMS.

4. Communication

Unless agreed otherwise in writing, the other party agrees that EMS can communicate with the other party via email, chat, online conference, telephone, fax and sms services. If there are multiple other parties, as described in these terms and conditions, a message that has reached one of them shall be deemed to have been communicated to all other parties.

5. Transportability

The board of directors of EMS is the sole party that assesses the transportability and that is entitled to reject to transport the patient if the board of directors is convinced of the



fact that transport is unsafe.

6. Term of the agreement, performance and amendment, price increase

- 6.1. The agreement between EMS and the other party is concluded for a fixed period, for the duration of the performance of the service.
- 6.2. EMS is entitled to have certain activities performed by third parties. If EMS requires further information from the other party in order to perform the agreement then the other party shall provide that information without delay. The execution time only starts after the other party has made any and all information necessary for and relevant to the performance of the services available in a correct and complete manner.
- 6.3. EMS is entitled, if the health status of the patient urgently requires this and actions must be taken urgently, to provide or have provided services other than those that are mentioned in the offer or agreement and to charge the additional costs and expenses to the other party.
- 6.4. If it becomes apparent during the performance of the agreement that it is necessary for the proper performance thereof to amend or supplement it then the parties shall in a timely fashion and after consultation proceed with amendment of the agreement. If the nature, the scope or the content of the agreement is amended, where required at the request or under the authority of the other party, the competent authorities or a similar authorities, and if the agreement is consequently amended, this may have consequences for the original agreements. The sum originally agreed as payable for the services can be increased or decreased. EMS shall, where possible, submit an offer of the changed services. An amendment of the agreement may result in a change of the indicated original execution time. The other party accepts the possibility of amending the agreement, including an amendment of the price and the execution time.
- 6.5. If the agreement is amended, including supplements to the same, then EMS shall only be held to perform the agreement after the responsible person at EMS has agreed with this amendment and, barring instances where it is necessary to act immediately, the other party has agreed with the price and the other conditions specified for the performance, including the time at which must be performed.
- 6.6. EMS is entitled in each case to reject a request for amendment to the agreement, in particular, but not only, if this kind of change could have qualitative and/or quantitative consequences for, for instance, the work to be performed in this respect.
- 6.7. EMS is entitled to suspend the compliance with the obligations or to terminate the agreement on the spot and with immediate effect if:
 - the other party does not fulfil its contractual obligations, or does not do so completely or on time;
 - after the conclusion of the agreement, EMS becomes familiar with facts and/or circumstances from which it

can assume that the other party shall not fulfil its obligations;

- upon conclusion of the agreement or prior to the performance of the agreement, the other party was requested to pay an advance by way of security for the fulfilment of its contractual obligations and the said advance has not been received by EMS yet or the security to be provided has not or insufficiently been established;
 - due to a delay that was caused by the other party or that must reasonably be at its risk and expense, EMS reaches the opinion that unchanged continuation of the agreement can no longer be required of it;
 - circumstances occur that are of such nature that fulfilment of the agreement is impossible or that unchanged maintenance of the agreement can reasonably not be expected of EMS;
 - force majeure within the meaning of the law and EMS can postpone the performance of the agreement in accordance with article 9 of these general terms and conditions.
- 6.8. If the termination can be attributed the other party then the other party is obliged to compensate EMS for the damage incurred, including the direct and indirect costs incurred and expenses incurred.
 - 6.9. Upon termination of the agreement, the claims of EMS against the other party are immediately due and payable. If EMS postpones the fulfilment of the obligations, it retains its statutory and contractual entitlements.
 - 6.10. If EMS postpones or terminates the agreement on account of the reasons specified in this article then EMS shall not be obliged to compensate the other party, in any way whatsoever, for the damage and costs arising therefrom.
- ## 7. Cancellation costs
- 7.1. If the other party, at any time after acceptance of the offer or the assignment, but before a start is made on the performance of the services, including, for instance, the calling of staff to be deployed or reservation of vehicles and the like, decides not to continue with the repatriation or relocation, the other party shall commit to pay an amount that corresponds with 60% of the offered amount.
 - 7.2. If the repatriation has already started then in case of cancellation and the inability, due to the medical condition of the patient, to perform the agreed services, the costs shall be at the expense of the other party for 100%. The (partial) non-performance of the agreed services shall in that case not result in a reduction of the payable amounts.
 - 7.3. If EMS, after acceptance of the offer or the assignment by the other party and after EMS has started the performance of the agreement, decides not to continue the repatriation or transfer on account of the fact that the patient appears to be non-transferable (due, but not limited to, a deterioration of the health condition of the patient or because the patient information supplied to EMS by the other party prior to the preparation of the offer or the



assignment was not received by EMS, prior to the preparation of the offer or the assignment), EMS is entitled to terminate the repatriation or the transfer.

8. Force majeure

- 8.1. EMS is not obliged to fulfil obligations towards the other party if EMS is prevented from doing this as a result of a circumstance that cannot be blamed on EMS and is neither at the expense of EMS by law, a legal act or generally accepted opinions.
- 8.2. For the purpose hereof, force majeure is understood to mean any circumstance beyond the control of EMS - even if it had already been foreseeable at the time of the conclusion of the agreement - as a result of which the fulfilment and/or timely performance of the agreement can, according to the principles of reasonableness and fairness, no longer be required by the other party, including, in any case, war, revolution, threat of war, civil war, riots, industrial action, lock-out of employees, transport difficulties, flooding, storms, whirlwinds, hail, rain, mist, frost, snowfall, sleet, traffic disruption, interruption of the supply of energy or drinking water and the late supply of a required visa or work permit, other official measures, fire and/or disruption at the business of EMS or at that of one or more third parties that should have performed the services or others who can be qualified as auxiliary person.
- 8.3. EMS is also entitled to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after EMS should have fulfilled its obligation.
- 8.4. If at the time of the occurrence of the force majeure, EMS has partly fulfilled its contractual obligations in the meantime or shall be able to fulfil these and the part that was fulfilled or which is to be fulfilled is entitled to an independent value, EMS shall be entitled to invoice the part that has already been fulfilled with or which is to be fulfilled separately, with a minimum of 60% of the fee agreed for the services. The other party is obliged to pay this invoice as if it were a separate agreement to which these terms and conditions are applicable.

9. Payment and interest

- 9.1. Payments must always take place within 14 days after the date of the invoice in a manner indicated by EMS in the currency in which the invoice is drawn up, unless EMS indicates otherwise in writing. EMS is entitled to invoice periodically.
- 9.2. If EMS has declared upon conclusion of the agreement only to perform its services upon payment of the invoice related to those services or otherwise requires an advance, the relevant claim shall be immediately due and payable.
- 9.3. If the other party fails to pay an invoice in a timely manner then the other party shall be in default by operation of law. The other party shall in that case owe the statutory interest rate. The interest on the amount owed is calculated from the date that the other party is in default up to the moment

of full payment of the amount owed.

- 9.4. Through acceptance of these terms and conditions the other party waives the right to settlement of a claim alleged by the other party with amounts payable to EMS and waives any right of suspension that the other party could invoke.
- 9.5. If the other party fails to fulfil its obligations (in a timely fashion) then any and all reasonable incurred to obtain an out-of-court settlement, as well as the legal costs, shall be at the expense of the other party.

10. Liability and expiry period

- 10.1. EMS shall not be liable for any damages whatsoever that are the result of not supplying information required for or conducive to the performance of the services or not in a timely fashion, incompletely or incorrectly.
- 10.2. EMS shall never be liable for indirect damages, including consequential damages, lost profit, lost savings and damages due to business interruptions or other stagnation.
- 10.3. The liability of EMS shall, in any case, be limited to the amount that is, as the occasion arises, paid by the insurer of EMS or three times the amount that was charged by EMS in connection with the relevant agreement.
- 10.4. The limitations of liability included in the previous paragraphs of this article are not applicable if the damages can be blamed on intent or gross negligence of EMS or its officers.

Every claim for compensation expires if the other party if the other party has not brought legal action against EMS no later than six months after the other party had become aware or should reasonably have become aware of the damage.

11. Applicable law, competent court.

- 11.1. Dutch law is exclusively applicable to any and all offers and agreements to which EMS is a party, including those that were, on its behalf, concluded by its affiliated companies in a different state, also if the agreement is, fully or partly, implemented abroad or if the other party to the legal relationship is established there.
- 11.2. Every agreement is concluded on the condition that the courts in the Netherlands, with the exclusion of judicial authorities in other states, are authorised to rule on disputes that are related to the agreement or legal relationships that arise as a result thereof.