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# DDI Pharma

Terms and conditions

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# 1. General terms

## Article 1 Definitions

1. In these general terms and conditions, the following is understood by:
  - DDI Pharma B.V., established in Soest, registered in the trade register of the Chamber of Commerce under number 86103660;
  - DDI: DDI Pharma B.V., the private company with limited liability;
  - Customer: any (legal) person who has entered into an agreement with DDI Pharma B.V. or wishes to enter into one and in addition to this, his representative, agent, assignee and heirs.

## Article 2 Applicability

1. These terms and conditions are applicable to all outgoing offers, quotations from and agreements with DDI and resulting performances, including deliveries, insofar as these include the performance or services or work of the provision of goods by DDI.
2. The general terms and conditions of the Customer do not apply to the agreements that DDI enters into with the Customer, unless otherwise agreed in writing.
3. Deviations from these general terms and conditions only apply if DDI has agreed to it with the Customer in writing.

## Article 3 Confidentiality

1. DDI and Customer will ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature remains secret. This prohibition does not apply if and insofar as the provision of the relevant data to a third party is necessary following a court decision, a statutory regulation on the basis of a statutory order from a public authority or for the proper execution of the agreement.
2. The party receiving confidential information will only use it for the purpose for which it was provided. Information will in any case be considered confidential if it is designated as such by one of the party.
3. The Customer acknowledges that the software made available by or via DDI is always of a confidential nature and that it contains trade secrets of DDI, its suppliers or the products of the software.

## Article 4 Intellectual property

1. All intellectual property rights to the software, websites, data files, databases, equipment, training, test or examination material or other materials such as analyses, designs, documentation, reports, developed or made available to the Customer on the basis of the agreement, quotations, as well as preparatory material thereof, rest exclusively with DDI, its licensors or its suppliers. The Customer only obtains the rights of use that have been granted in these general terms and conditions and the agreement concluded in writing between the parties. A right of use accruing to the Customer is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

## Article 5 Applicable law and disputes

1. The agreements between DDI and Customer are governed by the laws of the Netherlands.
2. Applicability of the Vienna Convention 1980 (C.I.S.G) is excluded as well as any other international regulation, of which exclusion is permitted.
3. Any disputes that may arise from agreements between DDI and the Customer will be tried in first instance in the Court of Utrecht.

## 2.

# Delivery and Sales conditions

### Article 6 Offers

1. All of DDI's offers and other forms of communication are without obligation and valid during a period of 30 days, unless DDI should indicate otherwise in writing.
2. DDI is not bound to deliver the content of printed material (leaflets, prospectuses, catalogues etc.), unless the content is explicitly referred to in the offer or the agreement.
3. DDI only accepts and executes assignments within the normalized tolerances as determined by DDI. Indicated sizes, weights, numbers, capacity measures, technical specifications should be regarded as approximate.

### Article 7 Price

1. The prices quoted by DDI are net ex-factory, exclusive of turnover tax (VAT) and other product or service-specific levies imposed by the Dutch or foreign authorities.
2. All prices are in Euro (€)
3. Packaging is not included in the price and will be charged separately. Unless otherwise agreed, packaging will not be taken back.
4. All ancillary costs (e.g. freight, insurance, export, transit, import and other permits as well as certification) are at the expense of the Customer. The Customer must pay all taxes, levies, tariffs, import duties and the like, which are levied in connection with the agreement or refund the costs to DDI on presentations of a relevant proof of payment, if DDI has had to pay the relevant costs.

### Article 8 Delivery period

1. The delivery period stated by DDI is an approximation and does not constitute a deadline, unless expressly agreed otherwise in writing with the Customer. The delivery period starts at the moment of the conclusion of the agreement. De term will be extended for the duration that the Customer does not comply with due and payable obligations (such as making payments or supplying data) as well as for the duration that obstacles arise that DDI cannot reasonably avoid.
2. Exceeding the delivery period is not a ground for the Customer to terminate the agreement, unless the Customer – after the delivery period has expired – has given DDI notice of default and has given DDI a reasonable period to proceed with delivery and DDI has not delivered within that period. In principle, termination only pertains to that part of the agreement that has not been performed by DDI, unless DDI's performance according to the agreement is one and indivisible or separate performance has no value without the performance to be delivered.

### Article 9 Delivery, security and transfer of risk

1. Delivery takes place ex works. If shipment is delayed at the request of the Customer or for other reasons that cannot be contributed to DDI, the risk will pass to the Customer at the time originally planned for shipment ex works. From that moment on, deliveries are stored and insured at the expense and risk of the Customer.
2. DDI may at all times require the Customer to pay all due and payable claims of DDI with regard to earlier deliveries or with regard to the relevant delivery before commencing delivery. In addition, DDI may at all times require the Customer to provide security for the payment of the (not yet) due and payable claims with regard to deliveries made or to be made. If DDI does not obtain the payments or security required, DDI is entitled to suspend delivery and, if the Customer does not provide payment or security even after a summons, to dissolve the

agreement for the part not yet performed by single statement with retention her rights to compensation.

### Article 10 Force majeure

1. DDI is entitled not to execute or not (further) fulfil an order or agreement, or to declare an agreement dissolved without judicial intervention, if , as a result of force majeure in the sense of a non-attributable breach, DDI does not or cannot perform in time. In the event of dissolution, DDI is entitled to compensation for deliveries and services already made.
2. Force majeure in the sense of non-attributable breach in this context is understood to mean any circumstance beyond the control of DDI that permanently or temporarily prevents DDI from complying with the agreement , as well as – insofar such a circumstance has not already resulted – war, danger of war, civil war, storm, fire, smoke and/or water damage, blockage, epidemic, pandemic, flood, extreme weather conditions, freezing of road surfaces or waterways, strike, breakdown of machinery, business disruption, late delivery or raw materials or auxiliary materials, traffic disruptions or transport delays, locks that do not or badly function, government measures of an obstructive nature (e.g. a transport ban), other stagnations, both in DDI's business and in the business of her suppliers and her auxiliary persons, as well as such scarcity, whether or not as a result of price increases of raw materials or auxiliary materials, which DDI cannot reasonably be ask to deliver.

### Article 11 Retention of title

1. Without prejudice to the provisions of Article 9, ownership of the goods sold to the Customer will only pass to the Customer when all that is owed by the Customer to DDI by virtue of deliveries or work, including interest and costs, is fully transferred to DDI.
2. If the Customer does not fulfil its obligations towards DDI, DDI is at all times and without prior notice entitled to take back or claim back the unpaid goods, without prejudice to DDI's other rights, in particular her right to compensation for damage.
3. If goods delivered by DDI are seized at or at the expense of the Customer and which are or may be the property of DDI pursuant to the provisions of this Article, the Customer is obliged to notify DDI of this seizure immediately.
4. The Customer is not permitted to pledge the delivered goods or to give them as security to third parties as long as the ownership of the delivered goods remains with DDI
5. As long as ownership has not been transferred, the Customer must maintain the delivered goods at this own expense and insure against theft, damage, fire, water and other risks.

### Article 12 Payment

1. Customer will pay in Euro's (€).  
Payment of DDI's due and payable invoices must be made without any discount of setoff, within 30 days of the invoice date.
2. Each payment term agreed with the Customer is a deadline, s that the Customer is in default after it has expired without any demand or notice of default on the part of DDI being required.
3. Payment must be made by transfer to one of DDI's bank accounts, unless DDI has indicated that another payment method is required.
4. If payment is not made within the agreed payment term, the Customer will immediately owe interest to DDI. The interest is 12% per year, but is equal to the statutory interest if this deviates. Part of the month is considered a full month in the interest calculation.
5. If payment of due and payable invoices has not been made within the agreed payment term, the Customer will owe DDI all extrajudicial costs, with a minimum of € 500,00. These costs are calculated on the basis of the following table (principal sum including interest):

on the first	€ 3.000,00	15%
on the excess up to	€ 6.000,00	10%
on the excess up to	€ 15.000,00	8%
on the excess up to	€ 60.000,00	5%
on the excess from	€ 60.000,00	3%

The extrajudicial costs actually incurred in reasonableness are due if they are higher than follows from the above calculation.

## Article 13 Guarantee

1. DDI is not bound by any obligation with regard to the goods delivered than insofar as expressly agreed between parties.
2. At the Customer's written request, DDI undertakes to repair or replace all parts of the delivery that become defective or unusable within the warranty period as a demonstrable result of defects in materials or workmanship. Replaced parts become the property of DDI. DDI will bear the costs incurred in her factory or otherwise reasonably attributable to DDI for repair.
3. Only the properties that are explicitly indicated as such in the order confirmation or the specifications apply as promised. The promise is valid until the end of the warranty period at the latest. If an acceptance test has been carried out, the undertaking will be deemed to have been fulfilled if proof of these properties is provided during this test.
4. If the promised properties are not or only partially present, the Customer is entitled to repair by DDI. The Customer must provide DDI with the necessary time and opportunity for this repair. If the repair is not or only partially successful, the Customer is entitled to a reasonable reduction in the price. If the defect is so serious that it cannot be remedied within a reasonable period of time, and the deliveries or services are not usable or can only be used to a significant reduced extent for the stated purpose, the Customer has the right to refuse acceptance of the defective part, or, if from a commercial point of view, acceptance of a part cannot reasonably be expected to dissolve the agreement. DDI can only be obliged to repay the amounts paid for the parts to which the cancellation relates.
5. The warranty period is 12 months.
6. The warranty period starts on the delivery date (i.e. the day of installation). If the delivery is delayed for reasons not attributable to DDI, the warranty period will end no later than 15 months after notification that the ordered item is ready for delivery. For replaced parts, the warranty period start again and lasts 6 months from the replacement, but at the latest until the end of a period that is double the warranty period according to the previous paragraph.
7. The warranty lapses if the Customer or third parties make improper changes or repairs or if the Customer does not immediately take all appropriate measures to limit the damage after a defect has occurred and offers DDI the opportunity to remedy the defects. The warranty also lapses if the Customer uses spare parts or supplies that do not meet the specifications of DDI as well as if the Customer has not notified DDI in writing and in a specified manner within 8 days of the discovery of a defect to invoke the warranty.
8. Excluded from the warranty is damage that is not demonstrably the result of defects in materials or workmanship, for example damage as a result of natural wear and tear, faulty operation or maintenance, disregard of company regulations, overload, unsuitable production supplies or, unless proven otherwise, in the event of all assembly, disassembly, repair and maintenance that is not performed by DDI technicians and/or third parties who are officially certified and authorized by DDI. The warranty also excludes damage as a result of chemical or electrolytic influences, construction or assembly work not carried out by DDI (in particular changes), as well as other causes not attributable to DDI.

## Article 14 Assembly, inspection, and acceptance assembly

1. For safety and quality reasons, assembly, disassembly, repair and maintenance work will only be carried out by DDI employees and/or third parties DDI engaged for this purpose.
2. DDI will make the necessary technicians available at the prices agreed at the time of execution of activities. The labour, travel and wait-times, the cost for outward and return journeys, the accommodations cost as well as the transport costs for the tools are calculated. The customer will provide free of charge the auxiliary staff required for the execution of the assembly work. The Customer ensures that everything is ready in time at the time of assembly and that DDI can proceed the assembly without hindrance.
3. The Customer must immediately inspect the deliveries and services and immediately report any defects to DDI in writing. If the Customer does not do this, the deliveries and services are considered approved. DDI must rectify the defects reported in accordance with the above provisions as soon as possible and the Customer must give DDI the opportunity to do so. After the defects have been resolved, an acceptance test will be carried out at the request of the Customer or DDI.
4. Unless agreed otherwise between the parties, the following applies to the performance of an acceptance test. DDI must inform the Customer in good time of the performance of the

- acceptance test, so that the Customer or his representative can be present. A report is drawn up of the acceptance test, which is signed by the Customer and DDI or by their representatives. This report will record that the purchase has taken place or has only taken place with reservation or that the Customer refuses the purchase. In the latter two cases, the defects reported must be individually identified in the report.
5. The Customer may not refuse to accept and sign the purchase report due to minor defects, in particular defects that do not affect the functioning of the goods or services delivered. DDI must immediately remedy such defects.
  6. In the event of a significant deviation or serious defects from the agreement, the Customer must offer DDI the opportunity to remedy this within a reasonable period of time. After that, a new acceptance test will take place. If this again shows significant deviations or serious defects from the agreement, the Customer may demand a corresponding price reduction. If the defects or deviations that come to light are so serious that the delivered goods and services can no longer be used or only to a significantly reduced extent for the stated purpose, the Customer has the right to refuse acceptance of the defective part or, if from a commercial point of view, acceptance of a partial delivery cannot reasonably be expected, to terminate the agreement. DDI can only be obliged to repay the amounts paid for the parts to which the cancellation relates.
  7. Acceptance is also deemed to have taken place if the inspection cannot be carried out at the scheduled time for reasons not attributable to DDI, if the Customer refuses acceptance without being entitled to do so, if the Customer refuses a drawn-up acceptance report on unreasonable grounds and as soon as the Customer uses the goods and services.
  8. Due to defects of any nature whatsoever in deliveries and services, the Customer has no rights and claims other than those mentioned in these general terms and conditions.

### Article 15 Liability

1. In the event of an attributable breach, DDI is obliged to fulfil its contractual obligations.
2. DDI's obligation to pay compensation, regardless of the legal basis, is limited to damage for which DDI is insured under her insurance policy, but is never higher than the amount that this insurance will pay out in the stated case in question.
3. If, for whatever reason, DDI cannot invoke the limitation in 15.2, the obligation to pay compensation is limited to a maximum of 15% of the total contract amount (excl. VAT). If the agreement consists of parts of partial deliveries, the obligation to pay compensation is limited to a maximum of 15% (excl. VAT) of the contract amount for that part of partial delivery.
4. Not eligible for reimbursement:
  - a. consequential damages. Consequential damages is understood to mean, among other things, business interruption damage, production loss, loss of profit, transportation costs, and travel and accommodation costs. If possible, the Customer could insure himself for these damages;
  - b. damage to property in the care of Customer. Damage to property is understood to mean, among other things, damage to the property in the care, custody or control of but not owned by the Customer;
  - c. damage caused by intent or deliberate recklessness on the part of auxiliary staff or non-managerial personnel of the Customer;
5. DDI is not liable for damage to material supplied by, or on behalf of, the Customer as a result of improper processing.
6. The Customer indemnifies DDI against all claims from third parties on account of product liability as a result of a defect in a product supplied by the Customer to a third party and which consisted (partly) of products or materials supplied by DDI. The Customer is obliged to compensate all damage suffered by DDI in this respect, including the (full) costs of defence.



## Article 16 Suspension and termination

1. All claims of DDI will be immediately due and payable if , for whatever reason, the Customer loses the free disposal of his assets or part thereof or, in the opinion of DDI, threatens to lose, applies for suspension of payment or is declared bankrupt, has been declared or if the statutory debt rescheduling scheme is declared applicable to the Customer. Furthermore, alle claims of DDI will be immediately due and payable if the Customer fails to comply promptly with his obligations towards DDI.
2. Under the circumstances described in the previous article, DDI is entitled to dissolve or suspend the agreement with the Customer immediately and without judicial intervention, in whole or in part, without DDI being obliged to pay any compensation or guarantee and without prejudice to DDI's right to compensation for the damage DDI has suffered or will suffer as a result.

## 3.

# Conditions for service agreements

### Article 17 Applicability terms

1. In addition to the provisions from Chapter I of these general terms and conditions and the provisions to be mentioned below, the following provisions form chapter II also apply to all DDI's Service Agreements: Article 6, Article 7, Article 10, Article 12, Article 14, Article 15.2 tot en met 15.5, en Article 16.

### Article 18 Project and Steering groups

1. If both parties are participating in a project or steering group in which one or more of their employees have been appointed, the provisions of information takes place in the manner agreed on for that project or steering group.
2. Decisions made in a project or steering group in which both parties are participating are only binding on DDI if the decisions are made in accordance with that which parties have agreed on in writing in this regard, or, if no written agreements have been made in this context, if DDI has accepted the relevant decision in writing. DDI is never obliged to accept or implement a decision if, in DDI's opinion, the decision cannot be reconciled with the content and/or proper performance of the agreement.
3. Customer ensures that the persons that he has assigned to participate in a project or steering group are authorised to make decisions that are binding on the Customer.

### Article 19 Service Level Agreement

1. Possible arrangements about a service level (Service Level Agreement) are exclusively agreed on in writing. DDI promptly informs the Customer about any circumstances that may affect the service level or its availability.
2. If any arrangements have been made about a service level, the availability of software systems, and related services is always measured in such a way that unavailability due to preventive, corrective or adaptive maintenance service or other forms of service that DDI has notified the Customer of in advance and circumstances beyond DDI's control are not taken into account,. Subject to proof to the contrary offered by the Customer, the availability measured by DDI is considered conclusive.

### Article 20 Changes and extra work

1. If, at the Customer's request or after Customer's prior consent, DDI has performed activities or has delivered goods or services that are outside the scope of the agreed activities and/or delivery of goods or services, Customer is charged for these activities or goods or services on the basis of the agreed rates.
2. Customer realises that changes and extra work (may) result in terms and delivery periods and/or dates being postponed. Any new terms and delivery periods and/or dates and delivery dates indicated by DDI replace the previous terms and delivery periods and/or dates and delivery dates.
3. Insofar as a fixed price has been agreed on for the agreement, DDI informs Customer , at Customer's request and in writing, about the financial consequences of the extra work or additional delivery of goods or services referred to in this Article.

## Article 21 Obligations of the Customer

1. De Customer is obliged to provide DDI with all information relevant for maintenance and/or repair work, including technical documentation.
2. The Customer ensures that DDI can carry out her activities undisturbed and at the agreed time and that DDI is provided with the necessary facilities for the execution of her activities, such as
  - a. utilities;
  - b. facilities prescribed on the basis of the Working Conditions Act and Regulations.

## Article 22 Time of work

1. DDI is obliged to perform the work agreed with the Customer at the agreed times.
2. If DDI is unable to perform the agreed work at the agreed times, this cannot be a ground for the Customer to terminate the agreement, unless the Customer – after the agreed times have expired – has given DDI a further, reasonable period to fulfil its obligations and DDI has not performed the agreed within that period.