

COMPENDIUM MEDICINE (Synopsis B.V.) General Terms and Conditions

Compendium Medicine is a trade name of Synopsis B.V., with its registered office in Rotterdam, the Netherlands, principal place of business at Stationsplein 89 in (3511 ED) Utrecht, the Netherlands, and Chamber of Commerce number 64718611 ("Compendium Medicine")

Contact: klantenservice@compendiumgeneeskunde.nl

Article 1 – Application and definitions

1.1 All agreements between Compendium Medicine and the Customer or Consumer are governed by these General Terms and Conditions to the exclusion of any other general terms and conditions, unless otherwise agreed in writing. These General Terms and Conditions can be accessed electronically on Compendium Medicine 's website(s), downloaded there and stored on a storage medium.

1.2 Compendium Medicine is authorised to amend these Terms and Conditions. Any amendments to these Terms and Conditions also apply to existing agreements. Compendium Medicine will announce any amendments to these Terms and Conditions before they become effective, for example on its website and/or in newsletters. The amended terms will take effect two weeks after they are announced, or on the date specified in the announcement if that is later.

1.3 Registering with Compendium Medicine 's system is free of charge.

1.4 The Customer and the Consumer are expected to enter data truthfully at all times.

1.5 The Customer and the Consumer are personally and unconditionally responsible for their account.

1.6 A Customer is a Consumer if they are a natural person, not acting in the course of their trade, business, craft or profession, who enters into an agreement with Compendium Medicine, also referred to as "Consumer" in these Terms and Conditions.

Article 2 – Conclusion of an agreement

2.1 Any general offer made by Compendium Medicine is without obligation and is only considered to be an invitation for it to make a specific offer.

2.2 Every offer contains information that clarifies to the Customer or Consumer what rights and obligations are attached to the acceptance of the offer.

2.3 An agreement is concluded by Compendium Medicine accepting, in writing, an order or request from the Customer or Consumer or by Compendium Medicine 's actual performance of the agreement to which the order or request relates. Compendium Medicine is at all times free to reject any order or request made by the Customer or Consumer.

2.4 If the Consumer accepts an offer electronically, Compendium Medicine will immediately send electronic confirmation of its receipt of that acceptance. The Consumer is entitled to terminate the agreement until Compendium Medicine has confirmed receipt of that acceptance.

2.5 If the agreement is concluded electronically, Compendium Medicine will take appropriate technical and organisational measures to protect the electronic transfer of data and will ensure a secure web environment. If the Customer or Consumer is able to pay electronically, Compendium Medicine will observe appropriate security measures in that regard.

2.6 No later than upon delivery of the product, Compendium Medicine will provide the Consumer with the following information, in writing or in a way that enables the Consumer to store it in an accessible manner on a durable storage medium:

- the address (or email address) of Compendium Medicine 's branch office to which the Consumer can address any complaints;
- the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or a clear notice regarding any exclusion of this right;
- the information on warranties and any after-purchase service available;
- the price of the product including all taxes; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance agreement;

- the standard withdrawal form included at the bottom of these Terms and Conditions.

Article 3 – Withdrawal and returns

3.1 Any comments or complaints about products must be made known to Compendium Medicine within fourteen (14) days of their receipt. Failing such notification, the Customer or Consumer will not have any claim against Compendium Medicine about defects in the products.

3.2 The Customer or Consumer may return a product to Compendium Medicine within fourteen (14) days of its delivery. Where a Customer is acting in the course of a profession or business, this right of return only applies if they received the product with physical damage or did not order it. The full retail price will be refunded by Compendium Medicine within thirty (30) days of its receipt of the returned product.

3.3 Subject to the preceding paragraphs, the Consumer has a reflection period of fourteen (14) days within which they may terminate the agreement without giving reasons. This reflection period commences the day after the Consumer receives the product, or, if they ordered multiple products at once: the day the Consumer received the last product, or, if a product is delivered in several shipments or parts: the day the Consumer received the last shipment or part.

3.4 The Consumer must handle the product with care during this reflection period. They will only unpack or use the product to the extent necessary in order to establish the nature, characteristics and operation of the product. The basic premise in this regard is that the Consumer may only handle and inspect the product as they would be permitted to do in a retail store.

3.5 If the Consumer exercises their right of withdrawal, they shall notify Compendium Medicine within the withdrawal period using the standard withdrawal form or in another unambiguous manner.

3.6 The Consumer will return the product or hand it over to Compendium Medicine (or an authorised representative of Compendium Medicine) as soon as possible, but in any case within fourteen (14) days of the day following the notification referred to in paragraph 5. The Consumer will in any case be in compliance if they return the product before the reflection period has expired.

3.7 The Consumer will return the product along with all the accessories delivered with it, in its original condition and packaging if reasonably possible, and in accordance with the reasonable and clear instructions provided by the supplier. The risk and burden of proof regarding the correct and timely exercise of the right of withdrawal lies with the Consumer.

3.8 The Consumer bears the direct costs of returning the product. If the Consumer received a discount on the price, for example when ordering multiple products, to which the Consumer would not have been entitled subsequently, that discount will to the extent possible be offset against the return shipping costs to be borne by Compendium. This may, on balance, result in an additional payment obligation on the part of the Consumer.

Article 4 – Compendium Medicine 's obligations in the event of withdrawal

4.1 If Compendium Medicine enables the Consumer to notify their withdrawal electronically, it will immediately confirm receipt of that notification.

4.2 Compendium Medicine will refund all payments made by the Consumer, including any delivery costs charged by Compendium Medicine for the returned product, without delay but in any case within fourteen (14) days of the day following the Consumer's notification of their withdrawal. Before making such refund, Compendium Medicine will wait until it has received the product or until the Consumer proves that they have returned the product, whichever is earlier.

4.3 This refund is without cost to the Consumer.

Article 5 – Price and payment

5.1 All prices charged by Compendium Medicine are exclusive of VAT and of shipping and handling charges, unless expressly stated otherwise. Compendium Medicine reserves the right to adjust its prices. For orders over €40, Compendium does not charge any shipping costs for dispatch within the Netherlands or to Belgium.

5.2 The Customer must make payment into the bank and/or giro account indicated by Compendium Medicine no later than fourteen (14) days after the agreement is concluded, unless (advance) payment has been made via credit card, iDEAL or any other method authorised by Compendium Medicine.

5.3 The Consumer must make payment within fourteen (14) days after the reflection period commences, or, in the absence of a reflection period, within fourteen (14) days after the conclusion of the agreement.

5.4 If the Consumer does not perform their payment obligation(s) on time and still fails to make payment after Compendium Medicine has notified them of that late payment granting them another fourteen (14) days to perform, the Consumer will owe statutory interest on the amount still owed and Compendium Medicine shall be entitled to charge any extrajudicial collection costs incurred by it. Such collection costs will not exceed: 15% on any outstanding amounts up to EUR 2,500; 10% on any additional amount of up to EUR 2,500, and 5% on any amount of up to EUR 5,000 in addition to that, but no less than EUR 40.00. Compendium Medicine may determine different amounts and percentages in the Consumer's favour.

5.5 If a Customer (who is not a Consumer) exceeds a payment term, they will be in default without any notice of default being required. In the event of late payment, Compendium Medicine will be entitled to charge default interest of 1% per month or part of a month on the outstanding amount, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will apply. The Customer will be liable for all in and out-of-court costs incurred by Compendium Medicine for collecting its invoices, but no less than 15% of the outstanding invoice amount including interest due.

Article 6 – Orders and performance

6.1 Compendium Medicine will take the greatest possible care when receiving and carrying out orders for products.

6.2 The place of delivery is the address that the Customer or Consumer has indicated to Compendium Medicine.

6.3 Delivery times are indicative. However, Compendium Medicine will make every effort to ship accepted orders made before 7pm on the same day, provided the products are available, unless a different delivery period has been agreed.

6.4 The risk of damage and/or loss of products is borne by Compendium Medicine until the time of delivery, unless expressly agreed otherwise.

Article 7 – Product; intellectual property

7.1 Ownership of delivered products is not transferred until the Customer or Consumer has paid everything owed under the agreement with Compendium Medicine. However, the risk of the products passes to the Customer or Consumer upon delivery.

7.2 Compendium Medicine endeavours to provide products and/or (study) books of optimum quality. Compendium Medicine, its employees and writers or anyone else associated with it are not liable for any errors in the content of its products or the resulting consequences whatsoever.

7.3 Reproduction, in whole or in part, of the contents of delivered products, in any form whatsoever, is prohibited without Compendium Medicine's prior, written and explicit consent.

7.4 All IP rights pertaining to the products delivered under an agreement belong exclusively to Compendium Medicine and/or its licensors, unless explicitly agreed otherwise in writing. The provisions of this article constitute a reservation within the meaning of Section 15(1) of the Dutch Copyright Act (*Auteurswet*).

7.5 Nothing in these General Terms and Conditions implies an assignment of IP Rights.

7.6 Neither the Customer nor the Consumer may remove or alter any indication of IP rights in or on the products.

7.7 Compendium Medicine explicitly refrains from waiving any moral rights referred to in Section 25 of the Dutch Copyright Act.

7.8 Compendium Medicine may engage third parties to deliver products. If the IP rights to the products are held in part by third parties, Compendium Medicine may be bound by licensing terms of those parties. Compendium Medicine refuses any liability or indemnification obligation due to any infringement of IP rights of a third party, unless such infringement is due to gross negligence or intentional acts on Compendium Medicine 's part.

Article 8 – Liability

Neither Compendium, nor any authors, contributors, or other representatives of Compendium will be liable for damages arising out of or in connection with the use of books and/or other products. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory; direct, indirect or consequential damages; loss of data, income or profit; loss of or damage to property and claims of third parties. Links to third party websites are provided by Compendium in good faith and for information only. Compendium disclaims any responsibility for the materials contained in any third-party website referenced in this work.

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With respect to any drug or pharmaceutical product identified, readers are advised to check the most current information provided on procedures featured by the manufacturer of each product to be administered, to verify the recommended dose or formula, the method and duration of administration and contraindications. It is the responsibility of practitioners, relying on their own experience and knowledge of their patients, to make diagnoses, to determine dosages and the best treatment for each individual patient, and to take all appropriate safety precautions.

Any liability of Compendium Medicine is limited to the amount paid out under its insurance policy in the instance in question, plus any deductible payable by Compendium Medicine under the terms of that policy in that instance. Any claim for compensation from the Customer or the Consumer will only be due and payable once Compendium Medicine 's insurer has given a decision on the claim. If no payment is made under this insurance policy for any reason whatsoever, Compendium Medicine 's liability will be limited to the total of the amounts invoiced to the Customer or the Consumer in the

past twelve (12) months, up to a maximum of EUR 10,000. This limitation of liability does not apply if there has been intent or deliberate recklessness on Compendium Medicine 's part.

Article 9 – Force majeure

In addition to the provisions of Article 6:75 of the Dutch Civil Code (*Burgerlijk Wetboek*), a failure cannot be attributed to Compendium Medicine in the event of a circumstance independent of Compendium Medicine 's will, including war, the threat of war, mobilisation, riots, strikes or lockouts, fire, flooding, illness and/or any accident suffered by its staff, pandemics, computer failures, business interruptions and reduced production, a shortage of raw or packaging materials, transport delays, judicial intervention, import restrictions or other government-imposed restrictive measures, as well as any other restrictive circumstance that is not entirely under Compendium Medicine 's control, such as non-delivery or late delivery of goods and services from third parties engaged by Compendium Medicine . In such instances, Compendium Medicine 's obligations will be suspended. Compendium Medicine and the Customer or the Consumer (without prejudice to and notwithstanding the Consumer's other rights) will only be entitled to terminate the agreement, wholly or in part, after six months have elapsed. Neither suspension nor termination will give rise to any obligation to pay compensation, even if Compendium Medicine receives any benefit as a result.

Article 10 – Privacy

Any personal data that the Customer or Consumer discloses to Compendium Medicine will be used for the conclusion and performance of the agreement, possible collection of payments due, fraud prevention and compliance with statutory obligations. Compendium Medicine 's performance of the agreement will be in compliance with the GDPR. Compendium Medicine 's handling of personal data is set out in its privacy statement. This statement can be found here: <https://compendiummedicine.com/pages/privacy-statement> The parties guarantee that any personal data they share with other parties for the purpose of performing the agreement are accurate, not excessive and not unlawful, and that they do not infringe the rights of any third parties. If Compendium Medicine considers it important for the performance of the agreement, the Customer will, upon request, promptly inform Compendium Medicine in writing about how they perform their obligations under the GDPR.

Article 10 – Final provisions

10.1 All agreements between Compendium Medicine and the Customer or Consumer are governed solely by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

10.2 Any and all disputes between the parties should be settled amicably as soon as possible.

10.3 If this is not possible, any and all disputes between the parties will be submitted to the competent court in Rotterdam, the Netherlands.

Annex I: Model cancellation form for the Consumer

Model cancellation form

(complete and return this form only if you wish to cancel the agreement)

- To: Compendium B.V.
Stationsplein 89
3511 ED Utrecht
klantenservice@compendiumgeneeskunde.nl

- I/We* hereby inform you, that I/We* hereby cancel our agreement regarding the sale of the following products: [product designation]*.

- Ordered on*/received on* [date of order for services or receipt of products]
- [Name of consumer(s)]
- [Address of consumer(s)]
- Signature of consumer(s)] (only if this form is submitted on paper)

* Delete what is not applicable or fill in what is applicable.