

General Terms and Conditions Healthcare Plaza Europe

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Day: calendar day;
2. Continuing Transaction: a distance agreement regarding a series of products and/or services, whereby the delivery and/or purchase obligation is spread over time;
3. Durable Data Carrier: any means that enables the Supplier to store information addressed personally to him in a way that allows future consultation and unaltered reproduction of the stored information;
4. Supplier: the legal entity offering products and/or services remotely to the Customer;
5. Distance Agreement: an agreement whereby, within the framework of a system organized by the Supplier for remote sales of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for remote communication;

6. Customer: the entrepreneur who enters into or wishes to enter into an agreement with the Supplier;
7. General Terms and Conditions: the present General Terms and Conditions of the Supplier.
8. License: exclusivity to work with the product for 5 years.
9. Product: patented Nano technology.

Article 2 - Identity of the Supplier

Healthcare Plaza Europe b.v., established at Engellaan 1A, 1427 AK AMSTELHOEK, registered with the Chamber of Commerce under number 67410820.

Article 3 - Applicability

1. These General Terms and Conditions apply to every offer from the Supplier and to every Distance Agreement and orders established between the Supplier and the Customer.
2. Before the Distance Agreement is concluded, the text of these General Terms and Conditions will be made available to the Customer. If this is not reasonably possible, before the Distance Agreement is concluded, it will be indicated that the General Terms and Conditions can be viewed at the Supplier and they will be sent free of charge as soon as possible at the request of the Customer.
3. If the Distance Agreement is concluded electronically, notwithstanding the previous paragraph and before the Distance Agreement is concluded, the text of these General Terms and Conditions can be made available to the Customer electronically in such a way that it can be stored by the Customer in a simple manner on a durable data carrier. If this is not reasonably possible, before the Distance Agreement is concluded, it will be indicated where the General Terms and Conditions can be viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the Customer.
4. In the event that, in addition to these General Terms and Conditions, specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and in the event of contradictory General Terms and Conditions, the Customer may always rely on the applicable provision that is most favorable to him.
5. If one or more provisions in these General Terms and Conditions are at any time wholly or partially null and void or are annulled, the agreement and these Terms and Conditions shall otherwise remain in force and the provision in question shall be replaced without delay by a provision that approximates the intent of the original as closely as possible.
6. Situations not regulated in these General Terms and Conditions must be assessed 'in the spirit' of these General Terms and Conditions.
7. Ambiguities about the interpretation or content of one or more provisions of our Terms and Conditions should be interpreted 'in the spirit' of these General Terms and Conditions.

Article 4 - The Offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The Supplier is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Customer. If the Supplier makes use of images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind the Supplier.

4. All images and specifications provided in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Each offer contains such information that it is clear to the Customer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price excluding taxes;
 - any shipping costs;
 - the manner in which the agreement will be concluded and which actions are necessary for this;
 - the method of payment, delivery and execution of the agreement;
 - the period for accepting the offer, or the period within which the Supplier guarantees the price;
 - the codes of conduct to which the Supplier has subjected itself and the way in which the Customer can consult these codes of conduct electronically;
 - the minimum duration of the Distance Agreement in the case of a continuing transaction;
 - the information concerning the license and maintaining it;
 - the costs of the license: at once or monthly in the form of financial lease.

Article 5 - The Agreement

1. The agreement comes into effect, subject to the provisions in paragraph 4, at the moment of acceptance by the Customer of the offer and the fulfillment of the conditions set therein.
2. If the Customer has accepted the offer electronically, the Supplier will immediately confirm receipt of the acceptance of the offer electronically.
3. If the agreement is created electronically, the Supplier will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the Customer can pay electronically, the Supplier will observe appropriate security measures.
4. The Supplier may - within legal frameworks - inform himself whether the Customer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the Distance Agreement. If the Supplier, on the basis of this investigation, has sound reasons for not entering into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.
5. The Supplier will send the following information with the product or service to the Customer, in writing or in such a way that it can be stored by the Customer in an accessible manner on a durable data carrier:
 - a. the email or postal address of the Supplier where the Customer can lodge complaints;
 - b. the information about guarantees and existing after-sales service;
 - c. the data included in Article 4, paragraph 3 of these Terms and Conditions, unless the Supplier has already provided this data to the Customer before the execution of the agreement.
6. Every agreement is entered into under the suspensive condition of sufficient availability of the products concerned.
7. If products have been removed from the sales program or production, the Supplier is not obliged to deliver products previously delivered.

8. If the Customer orders products (including cartridges) and has an active license, these products are exclusively for the Customer's own use as a license holder. It is forbidden to resell, exchange, or give the products (including cartridges) to third parties free of charge.
9. If the Customer has ordered too many products (including cartridges) or has a surplus, these must at all times be offered to the Supplier immediately upon discovery to prevent misuse.
10. The Customer can only have a 5-year active license if the Nano CellCare device to be used by the Customer is offered to the Supplier annually for inspection and maintenance.
11. During the term of the agreement, the Supplier will bear the pickup and delivery costs of the Nano CellCare device (this does not apply if damage is caused by the Customer and there are repair costs; the shipping costs are then for the Customer).
12. If the Customer does not have annual maintenance performed, the license is no longer valid.
13. If the Nano CellCare system is not used by the Customer on a regular basis (minimum 1 treatment per day), the Supplier is not obliged to perform the annual maintenance.

Extension

14. The license can be extended after a period of 5 years per year or per 5 years. The price for this will be disclosed in the quotation by the Supplier.
15. Extension of the license may be refused if the Customer does not meet the requirements for maintenance and inspection.

Article 6 - The Price

1. During the period of validity mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the Supplier can offer products or services whose prices are subject to fluctuations in the market on which the Supplier has no influence, with variable prices. This link to fluctuations and the fact that any quoted prices are target prices are mentioned in the offer.
3. The prices mentioned in the offer of products or services are exclusive of VAT.
4. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In case of printing and typographical errors, the Supplier is not obliged to deliver the product according to the incorrect price.
5. The costs of assembly and installation work and delivery costs are for the account of the Customer, unless otherwise stated.

Article 7 - Conformity and Warranty

1. The Supplier guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the statutory provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the Supplier also guarantees that the product is suitable for other than normal use.
2. A warranty provided by the Supplier, manufacturer, or importer does not affect the legal rights and claims that the Customer can assert against the Supplier on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the Supplier in writing within 4 weeks after delivery. Return of the products must be made in the original packaging and in new condition.

4. The Supplier's warranty period corresponds to the manufacturer's warranty period. However, the Supplier is never responsible for the ultimate suitability of the products for each individual application by the Customer, nor for any advice regarding the use or application of the products.
5. The Supplier, however, does not guarantee defects or resulting damage that occur after delivery of the products as a result of improper use or lack of care, or that are the result of changes or repairs that the counterparty or third parties have made to the delivery, or if the defect is wholly or partly the result of regulations that the government has imposed or will impose on the nature or quality of the materials used.
6. The Customer must inform his or her clients before a treatment or when advising about a treatment that the treatment is a complementary treatment and never replaces any medical treatment. If the Customer fails to do this, the Supplier can never be held liable.
7. Extension of the license does not automatically imply extension of exclusivity.
8. The Customer must adhere to the uniform marketing campaign and structure as offered and used by the Supplier. If the Customer does not comply with this without written permission from the Supplier, the Supplier may (temporarily) stop the delivery of cartridges or the Customer may even lose exclusivity.

Article 8 - Delivery and Execution

1. The Supplier will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the Customer has made known to the Supplier.
3. With due observance of what is stated in paragraph 4 of this article, the Supplier will execute accepted orders with expeditious efficiency but at the latest within 30 days, unless the Customer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be executed or can only be executed in part, the Customer will receive notification of this no later than 30 days after placing the order. In that case, the Customer has the right to dissolve the agreement at no cost. The Customer has no right to compensation.
4. All delivery periods are indicative. The Customer cannot derive any rights from any periods mentioned. Exceeding a term does not entitle the Customer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the Supplier will refund the amount paid by the Customer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the Supplier will endeavor to provide a replacement article. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. The costs of any return shipment are for the account of the Supplier.
7. The risk of damage and/or loss of products rests with the Supplier until the moment of delivery to the Customer or a pre-designated and announced representative to the Supplier, unless expressly agreed otherwise.
8. The Supplier has the right to deliver the sold products in parts, whereby the Supplier has the right to invoice each part separately.
9. If the Customer has products (cartridges) in stock that they may not be able to use for treatments before the expiration date, they can exchange them free of charge or return them (these must still be durable for at least 1.5 to 2 months). The Supplier will replace these with newer cartridges as soon as the Customer needs them again, after a written announcement via info@healthcareplaza.eu. The Customer is obliged to pay the shipping costs.
10. Force majeure means any failure that cannot be attributed to the Supplier. Attribution does not take place if the failure is not due to his fault, nor on the basis of law, legal act, or generally accepted practices. The Customer will be notified in writing by the Supplier of the force majeure as soon as possible.

11. The Supplier can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.

12. Insofar as the Supplier has partially fulfilled or will be able to fulfill his obligations under the agreement at the time of the occurrence of force majeure, and independent value is attributed to the part fulfilled or to be fulfilled, the Supplier is entitled to invoice the part already fulfilled or to be fulfilled separately. The Customer is obliged to pay this invoice as if it were a separate agreement.

13. If delivery of an ordered product proves impossible, the Supplier will endeavor to provide a replacement article. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement article is being delivered. The costs of any return shipment are for the account of the Supplier.

14. The risk of damage and/or loss of products rests with the Supplier until the moment of delivery to the Customer or a pre-designated and announced representative to the Supplier in writing, unless expressly agreed otherwise. Unless the Customer does not immediately report damage and/or loss of a product (including all user manuals and/or instructions) within 1 day, the risk passes to the Customer.

Article 9 - Continuing Transactions: Termination and Extension

The Customer may terminate an agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services, at any time by the end of the fixed period, taking into account the agreed termination rules and a notice period of at most one month.

Article 10 - Payment

1. Unless otherwise agreed, the amounts owed by the Customer must be paid in advance.

2. The Customer has the duty to report inaccuracies in provided or stated payment details to the Supplier without delay.

3. If the counterparty is in default, the entrepreneur will send a payment reminder, in which he points out the default and in which he still gives the opportunity to pay the amount due within a period of fourteen days after receipt of this payment reminder.

4. If even then the counterparty does not meet his payment obligations, the entrepreneur is authorized to proceed with the collection of the amount due without further notice. The Customer is legally in default and the Supplier can proceed to take collection measures whereby all (extra-)judicial costs incurred will be for the account of the Customer.

5. In case of non-timely payment of an amount due, the Supplier has the authority to charge the statutory interest, calculated from the day of entry into default until the day of payment.

Article 11 - Retention of Title

The Supplier can reserve the ownership of all products delivered by him. The Customer only becomes the owner of the purchased goods when he has paid the purchase price and any other amounts owed under the agreement in full to the entrepreneur. The Supplier can exercise the right of retention (withholding), when the Customer fails to fulfill an due obligation, unless the shortcoming does not justify this retention.

Article 12 - Liability & Exclusivity

1. If the Supplier should be liable, this liability is limited to what is regulated in this provision.

2. The Supplier is not liable for damage, of whatever nature, arising because the Supplier relied on incorrect and/or incomplete data provided by or on behalf of the Customer.

3. A license issued by the Supplier by means of an agreement is exclusive and linked to the Customer who has entered into the agreement. In addition, a personal certificate is obtained after training by the Supplier. The Supplier is entitled to withdraw both the license and the certificate even if there is merely a suspicion of unauthorized or improper use by the Customer. In that case, the Supplier is also entitled to (temporarily) stop the delivery of the cartridges and all other services.

4. The Supplier is not liable if the Customer is not a certified user. In that case, the full liability rests with the user.

5. If the Supplier should be liable for any damage, the Supplier's liability is limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.

6. The Supplier's liability is in any case always limited to the amount paid out by his insurer in the relevant case.

7. The Supplier is only liable for direct damage. Direct damage is exclusively understood to mean the reasonable costs to establish the cause and extent of the damage, insofar as the establishment relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the Supplier's defective performance conform to the agreement, insofar as they can be attributed to the Supplier, and reasonable costs incurred to prevent or limit damage, insofar as the Supplier demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.

8. The Supplier is never liable for indirect damage, including consequential damage, lost profit, missed savings, and damage due to business interruption.

9. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the Supplier.

10. Any right of the Customer to compensation from the Supplier expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 13 - Transfer of Rights

Rights of the Customer from the agreement between parties cannot be transferred to third parties without the prior written consent of the Supplier.

Article 14 - Indemnification

1. The Customer indemnifies the Supplier against any claims from third parties, who suffer damage in connection with the execution of the agreement and the cause of which is attributable to others than to the Supplier.

2. If the Supplier should be addressed by third parties on that basis, then the Customer is obliged to assist the Supplier both outside and in court and to do immediately all that may be expected of him in that case.

3. Should the Customer fail to take adequate measures, then the Supplier is entitled, without notice of default, to proceed to do so himself. All costs and damage on the part of the Supplier and third parties thereby arising, are integrally for the account and risk of the Customer.

Article 15 - Intellectual Property

1. The Supplier retains all intellectual property rights (including copyright, patent rights, trademark rights, design and model rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, etc., unless parties have agreed otherwise in writing.

2. The Customer may not copy, show to third parties and/or make available or use in any other way the aforementioned intellectual property rights without prior written permission from the Supplier.

Article 16 - Privacy

1. The Supplier processes data. A Privacy Statement is published on the Supplier's website.
2. If the Customer is going to use the Supplier's future online portal on which service options are offered, it may happen that the Supplier places a SIM card in the device so that the device can be read remotely. Customers are then deemed to have given permission to track the equipment by means of GPS.

Article 17 - Complaints Procedure

1. Complaints about the execution of the agreement must be submitted to the Supplier within 7 days, fully and clearly described, after the Customer has discovered the defects.
2. Complaints submitted to the Supplier will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the Supplier will respond within the period of 14 days with a notice of receipt and an indication of when the Customer can expect a more detailed answer.
3. If the complaint cannot be resolved by mutual consultation, a dispute arises that is subject to mediation or judicial proceedings.
4. In case of complaints, a Customer should first address the Supplier.
5. A complaint does not suspend the obligations of the Customer, unless the Supplier indicates otherwise in writing.
6. If a complaint is found to be justified by the Supplier, the Supplier will, at its discretion, either replace or repair the delivered products free of charge.
7. If the Customer does not report a defect or submit a complaint within the stated periods, its rights will lapse.

Article 18 - Applicable Law and Competent Court

Dutch law applies to all offers, agreements, or agreements resulting from agreements with the entrepreneur. The Amsterdam District Court has exclusive jurisdiction to rule on all disputes arising between the entrepreneur and a counterparty. Disputes also include those disputes that are considered or designated as a dispute by only one of the parties.