



GENERAL TERMS AND CONDITIONS

1. General

- 1.1. These General Terms and Conditions are applicable to each offer, quotation or Agreement between AMBU-TRANS BV, AMBU TRANS GmbH and/or AMBU TRANS Ltd., on the one hand (hereinafter referred to as: 'Ambutrans'), and a contractual Counterparty, on the other hand. The Counterparty must be understood not only as the patient for whom the services are requested or who uses the services but also the person who acts on the patient's behalf because the patient, in view of his/her medical condition, is not (sufficiently) capable of doing so, and/or the person who approaches Ambutrans for an offer or quotation on the patient's behalf.
- 1.2. Ambutrans and the Counterparty are hereinafter jointly referred to as the 'Parties'.
- 1.3. These General Terms and Conditions are also applicable to Agreements with Ambutrans when Ambutrans must enlist third parties for the execution thereof.
- 1.4. The Party can only deviate from these General Terms and Conditions if such deviation happens expressly and in writing and if Ambutrans has agreed to such deviation in writing.
- 1.5. The applicability of the Counterparty's terms and conditions of purchase or any of its other terms and conditions is expressly rejected.
- 1.6. If Ambutrans does not always demand strict observance of these General Terms and Conditions, it will not imply that the provisions therein are not applicable or that Ambutrans loses the right to demand strict observance of these General Terms and Conditions in other cases.

2. Offers and quotations

- 2.1. Ambutrans describes its services in an offer or quotation. All offers and quotations from Ambutrans are obligation-free unless a deadline for acceptance is indicated in the quotation. A quotation or offer will lapse if the service to which the quotation or offer pertains is no longer available.
- 2.2. The quotation or offer pertains to the costs for patient transport, medical equipment, inventory and our staff, but does not include possible additional costs and levies that may apply (like charges for ferryboat transport, levies at border checkpoints, etc.). These additional costs and levies will be charged separately.
- 2.3. The quotation or offer is accepted by way of written or verbal acceptance from the Counterparty, also expressly including the person who is authorised to act on behalf of the Counterparty because the

Counterparty is not (no longer) able to due to his/her medical condition.

- 2.4. The quotation or offer is also accepted when Ambutrans receives instructions to go ahead and provide the service offered in the quotation or offer.
- 2.5. Ambutrans cannot be expected to observe its quotations or offers if the Counterparty can reasonably understand that the relevant quotation or offer, or part thereof, contains an apparent error or mistake.
- 2.6. Ambutrans will not be bound by acceptance if such acceptance deviates from what was offered in the quotation or offer. In that case, the Agreement will not be concluded in accordance with such deviating acceptance, unless Ambutrans indicates otherwise.
- 2.7. A combined price quotation does not oblige Ambutrans to carry out part of the assignment in exchange for an agreed part of the indicated price. Offers and quotations are not automatically applicable to future assignments.

3. Information

The Counterparty gives Ambutrans access to, and authorises Ambutrans to request all relevant medical reports and information in so far as relevant to the execution of the requested assignment. The Counterparty guarantees the reliability and completeness of the information and reports.

4. Communication

Insofar as the Parties have not agreed otherwise in writing, the Counterparty agrees to Ambutrans communicating services via email, chat, online conference, telephone, fax and SMS.

5. Transportability

Ambutrans' management is solely entitled to refuse the transport of the patient if its management is convinced that such transport is not safe.

6. Contractual term, execution and amendment of the Agreement, price increases

- 6.1. The Agreement between Ambutrans and the Counterparty is concluded for a defined period, namely, for the duration of the execution of the service.
- 6.2. Ambutrans is entitled to involve third parties in the performance of specific activities.
- 6.3. If Ambutrans requires information from the Counterparty for the execution of the Agreement, the execution period will not start until the Counterparty has made the correct and full information available to Ambutrans.
- 6.4. The Parties will amend the Agreement accordingly, on a timely basis and in mutual consultation if it becomes

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apparent during the execution of the Agreement that the Agreement should be supplemented or amended to ensure proper execution. There may be consequences for what was originally agreed if the nature, scope or content of the Agreement changes and the Agreement is therefore amended, whether or not upon request or indication of the Counterparty, the competent authorities, et cetera. This may cause the original amount to increase or decrease. Ambutrans will indicate the cost in advance insofar as possible. An amendment to the Agreement may result in a change to the original execution period. The Counterparty accepts the possibility that the Agreement may be amended, including the possibility of altered pricing and an altered execution period.

6.5. If the Agreement is amended (such amendment also includes supplements), Ambutrans will be entitled to only execute the Agreement once the authorised individual at Ambutrans has granted approval and once the Counterparty has agreed to the price and other conditions for execution, including the new execution time.

6.6. Without causing a default on its side, Ambutrans may refuse a request for amendment of the Agreement, if such amendment could have qualitative and/or quantitative consequences for the work to be carried out or the services to be provided in that context.

7. Suspension and dissolution

7.1. Ambutrans is entitled to suspend observance of its obligations or to dissolve the Agreement forthwith and with immediate effect, if:

- the Counterparty fails to observe the obligations stemming from the Agreement, fails to observe them in full, or fails to observe them on time;
- once the Agreement has been concluded, Ambutrans is able to reasonably deduce from circumstances that have come to its attention that the Counterparty will not observe its obligations under the Agreement;
- the Counterparty was asked, upon conclusion of the Agreement or prior to execution of the Agreement, to provide security for the fulfilment of its obligations stemming from the Agreement and has failed to provide such security or provided insufficient security;
- due to a delay that is attributable to the Counterparty, Ambutrans can no longer be expected to observe the Agreement under the original conditions;
- circumstances arise that are of such a nature that observance of the Agreement becomes impossible or imply that Ambutrans cannot reasonably be expected to proceed with the unaltered continuation of the Agreement;

- in the event of force majeure as referred to in the law and Ambutrans is entitled to suspend the execution of the Agreement in accordance with Article 9 of the General Terms and Conditions.

7.2. If such dissolution is attributable to the Counterparty, the Counterparty will be obliged to compensate Ambutrans for the damages suffered by it, including the applicable costs, whether direct or indirect.

7.3. Ambutrans' claims against the Counterparty will become immediately claimable if the Agreement is dissolved. If Ambutrans suspends the observance of its obligations, Ambutrans will retain all claims under the law and those stemming from the Agreement.

7.4. If Ambutrans proceeds with suspension or dissolution based on the grounds referred to in this Article, Ambutrans will not be obliged to provide compensation for damages and costs resulting from such, in any way, or to provide the Counterparty with any indemnification.

8. Cancellation fees

8.1. If at any point after acceptance of the offer, the Counterparty decides not to proceed with the repatriation, the Counterparty agrees to pay an amount equal to (a) 50% of the quoted amount, or (b) the transport costs, inventory, staff and out-of-pocket expenses, which amount will never be higher than the quoted amount. The above percentage should be viewed as a reasonable percentage because Ambutrans must act swiftly and adequately after acceptance of the quotation, for the relevant services to be carried out, and Ambutrans is thus compelled to incur costs.

8.2. If, after the Counterparty's acceptance of the quotation or offer, Ambutrans has started the execution process for the Agreement and decides not to proceed with the repatriation because the patient is deemed unfit for transport (for example, but not limited to situations in which the patient information made available to Ambutrans prior to drawing up the quotation or offer, provided by the Counterparty, is or appears to be incorrect or incomplete), the Counterparty agrees to the payment of an amount equal to (a) 50% of the quoted amount, or (b) the transport costs, inventory, staff and out-of-pocket expenses, which amount will never be higher than the quoted amount.

9. Force majeure

9.1. Ambutrans is not required to fulfil any obligation towards the Counterparty if hindered in its fulfilment of that obligation by any circumstance not attributable to it, and for which it is not accountable by virtue of the law, legal action or according to generally accepted standards.

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- 9.2. In these General Terms and Conditions, force majeure is defined, in addition to the relevant definitions in the law and in case law, as all external causes, foreseen and unforeseen, that are beyond Ambutrans' control, and which hamper Ambutrans in its ability to comply with its obligations. Ambutrans is also entitled to invoke force majeure if the circumstance which hampers (further) observance of the Agreement comes into force after Ambutrans should have already complied with its obligation.
- 9.3. Ambutrans will be entitled to invoice separately for that which has already been carried out or that which will still be observed, if, at the time that the force majeure situation starts, Ambutrans has already fulfilled its obligations stemming from the Agreement, in part, or will be able to fulfil them, and the obligations that were fulfilled or that will be fulfilled can be assigned a separate value. The Counterparty is obliged to pay this invoice as if it involved a separate Agreement to which these General Terms and Conditions were declared applicable.
- 10. Payments and interest**
- 10.1. Payment must always be made within 14 days of the invoice date, in the manner indicated by Ambutrans and in the currency indicated on the invoice, unless Ambutrans has indicated otherwise in writing. Ambutrans is entitled to invoice on a periodic basis.
- 10.2. If the Counterparty remains in default with regard to the timely payment of an invoice, the Counterparty will be in default by operation of law. The Counterparty will then owe the statutory interest. Interest on the outstanding amount will be calculated from the time that the Counterparty is in default with the payment until the full outstanding amount has been paid.
- 10.3. The Counterparty's payment obligations will not be suspended on account of objections to invoice amounts.
- 10.4. All reasonable extrajudicial costs for obtaining payment will be borne by the Counterparty if the Counterparty is in default with the (timely) observance of its obligations. The extrajudicial collection costs will be determined based on what is customary in the Dutch collection branch at that time, and the current calculation method is based on the Dutch Extrajudicial Collection Costs Decree (Dutch: Besluit vergoeding voor buitengerechtelijke incassokosten). However, if Ambutrans incurred higher collection costs based on a reasonable necessity, the actual costs that were incurred will be eligible for compensation. Likewise, any judicial and extrajudicial costs that were incurred will be recovered from the Counterparty. The Counterparty will also owe interest on the outstanding collection costs.
- 11. Liability**
- 11.1. Ambutrans is not liable for loss or damage, of any nature whatsoever, resulting from Ambutrans' use of the incorrect and/or incomplete information made available by or on behalf of the Counterparty.
- 11.2. Ambutrans will never be liable for indirect loss or damage, including consequential damage, lost profit, missed savings and damage caused by business interruptions or any other interruptions.
- 11.3. Ambutrans' liability will, in any event, be limited to the amount paid out by its insurance in the relevant situation.
- 11.4. The limitations relating to liability, referred to in this Article, will not apply if the loss or damage is the result of intentional actions or gross negligence on Ambutrans' part or on the part of its management subordinates.
- 12. Governing law, jurisdiction, domicile**
- 12.1. Ambutrans does all its work from the Netherlands, even if the Agreement was concluded between AMBU TRANS GmbH or AMBU TRANS Ltd. on the one hand and the Counterparty on the other hand. Therefore, all legal relationships involving Ambutrans as a party will be governed exclusively by Dutch law, even if a commitment is carried out entirely or partially abroad or if the other party involved in the legal relationship lives there. The Court of Amsterdam has exclusive jurisdiction to take cognisance of disputes.
- 12.2. A Counterparty living in the Netherlands is deemed to have chosen domicile at the address at which the Counterparty is registered in the Municipal Records Database.
- 12.3. A Counterparty without a domicile in the Netherlands is deemed to have chosen domicile (i) at the address that the Counterparty indicated or had someone indicate on its behalf, in Ambutrans' quotation to the Counterparty, or (ii) at the address that the Counterparty provided in the Counterparty's written notification to Ambutrans (including email correspondence), or (iii) at the address in the Netherlands that the Counterparty gave to Ambutrans at Ambutrans' first written request to that end, or (iv) at the address outside of the Netherlands that the Counterparty gave to Ambutrans at Ambutrans' first written request to that end, or (v) at Ambutrans' address if the Counterparty failed to respond to the request for an address.