

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the complete provision of Testing via the portals 'coronasneltestnederland.nl', 'laatjepersoneelgratistesten.nl', 'testenvoortoeegang.nl', 'testenvoorvertrek.nl, and 'testenvoorjereis.nl', and to all contracts concluded with Bobeldijk V.A.W. BV and GoedGezond BV regarding the performance of a Test.

### Article 1: Definitions

- Coronasneltest Nederland:** the brand name under which Bobeldijk V.A.W. BV and GoedGezond BV offer COVID-19 diagnostic services to consumers and companies. Bobeldijk V.A.W. BV has its registered office in Mijdrecht and is registered with the Chamber of Commerce under Chamber of Commerce number 80468284 and has its principal place of business at Oostlandweg 15, 3641 PV Mijdrecht. GoedGezond BV has its registered office in Mijdrecht and is registered with the Chamber of Commerce under Chamber of Commerce number 30263585 and has its principal place of business at Hofland 50, 3641 GG Mijdrecht. Bobeldijk and GoedGezond are joint providers of the Tests and the client's contractual counterparties under this Contract.
- Coronavirus:** a virus from the virus family known as 'coronaviruses', used in the Contract in the more common, informal sense to refer to the specific coronavirus that causes the infectious disease COVID-19 and of which the official designation is SARS-CoV-2.
- COVID-19 Antibody Test:** A test that detects antibodies (IgM plus IgG) against the SARS-CoV-2 virus produced by the body after infection or vaccination and thus indicates whether a person has recently been infected with the SARS-CoV-2 virus. In most people antibodies against the SARS-CoV-2 virus are detectable 14 days after infection, but the speed of the antibody response differs from person to person.
- COVID-19 Rapid Test:** A SARS-CoV-2 Rapid Antigen test approved by the Dutch Authorities and WHO, an antigen test intended to quickly determine the infection status of persons exposed to the SARS-CoV-2 virus, regardless of whether those persons are symptomatic or asymptomatic.
- COVID-19 PCR Test:** A technique according to the Polymerase Chain Reaction-Real Time method to demonstrate the presence of genetic material of the SARS-CoV-2 virus.

- Non-Covid-19 Certificate:** A statement from GoedGezond in the English language in the client's name and drawn up in accordance with the guidelines of the Ministry of Health, Welfare and Sport that the client has been tested for the presence of SARS-CoV-2 by means of a Covid-19 Rapid Antigen test, a Covid-19 Antibody Test or a COVID-19 PCR Test on a certain date, and that the result of that test was positive or negative or indeterminate.
- Contract:** these General Terms and Conditions.
- Authorities:** any international, national, Community, regional, provincial, municipal or other public or judicial authority of the European Union, the Netherlands or any other relevant jurisdiction.
- SARS-CoV-2:** the official name for the virus that is more commonly known as 'Coronavirus' and which causes the infectious disease COVID-19.
- Test:** a COVID-19 Antibodies Test, COVID-19 Rapid Test and/or a COVID-19 PCR Test.
- Law:** any law, decree, ruling, order or other rule or measure issued by an Authority having jurisdiction in the matter; **Legally** means under or pursuant to the Law.

## Article 2 Conclusion of the contract

1. By completing and submitting the digital registration form on (one of) Coronasneltest Nederland's portals, selecting a testing location and date and paying the costs, you are deemed to have placed an order with Coronasneltest Nederland for a COVID-19 Antibody Test, a COVID-19 Rapid Test, a Covid-19 PCR Test and/or a Non-COVID-19 Certificate, in accordance with the completed form.
2. This contract between you and Coronasneltest Nederland is only concluded if you have received a confirmation of the order, including registration/booking number, by e-mail, on the understanding that, insofar as this contract qualifies in full or in part as a medical treatment contract as referred to in the Wet op de Geneeskundige behandelingsovereenkomst (Medical Treatment Contract Act), this medical treatment contract will only be concluded between you and GoedGezond BV on the basis of these General Terms and Conditions.
3. You are therefore aware that, insofar as the execution of this contract falls within the scope of healthcare-specific laws and regulations, including in any event the Wet kwaliteit klachten en geschillen zorg (Healthcare Quality Complaints and Disputes Act), the Wet Publieke Gezondheid (Public Health Act), and the Wet op de Geneeskundige behandelingsovereenkomst (Medical

Treatment Contract Act), the rights and obligations arising from this apply exclusively between you and GoedGezond BV in the capacity of healthcare provider.

4. You and Coronasneltest Nederland jointly and individually declare that this contract was validly concluded by means of an electronic form of communication.

### **Article 3 Obligations of the customer**

1. You are obliged to ensure that Coronasneltest Nederland has your complete and correct personal and contact details. You will be given the opportunity at the test appointment to check and, if necessary, amend your personal and contact details as known to Coronasneltest Nederland and its partners. Checking your personal and contact details at the test appointment is solely your responsibility. Coronasneltest Nederland accepts no liability for any loss, directly or indirectly, resulting from the recording of incorrect and/or incomplete personal or contact details in a test result and/or Non-COVID-19 Certificate. If Coronasneltest Nederland cannot confirm the accuracy of your contact details for any reason, you will not receive a Non-COVID-19 Certificate.
2. By attending a test appointment, you give Coronasneltest Nederland your explicit, unambiguous, and irrevocable permission to take a sample for your Test.
3. You may not consume (food or drink) or smoke or use medication or any other product from at least 30 minutes before taking a sample for your Test.
4. The e-mail you receive after your registration from Coronasneltest Nederland containing a code serves as identification. You must have the confirmation e-mail with code available when you arrive at your test appointment, otherwise your Test cannot take place.
5. In order to take your sample, you must identify yourself with a valid identity document that corresponds to the information that you provided when registering. If you are unable to identify yourself at your appointment, your Test cannot take place.
6. You must wear a face mask at the location where your Test is performed.
7. Certain contaminants of the mouth, throat and nose cavities may make it impossible to perform a Test on a sample taken from you. This may be the case if - for example - you consumed alcohol shortly before a Test, took certain types of medication orally or rinsed with certain brands of mouthwash, or if there are other contaminants in the mouth, throat, and nose cavities. In such cases, Coronasneltest Nederland will offer you a second Test free of charge and Coronasneltest Nederland will endeavour to schedule an appointment for that second Test as soon as possible. If you do not require a second Test, or if the Test cannot be performed on your sample for any other reason, Coronasneltest Nederland may, at its discretion, decide to refund the costs you paid to Coronasneltest Nederland for the Test and/or Non-COVID-19 Certificate, but is not obliged to do so.
8. By entering into this contract, you consent - insofar as this is required by law - to the use and processing of your personal medical data in accordance with the relevant provisions in Coronasneltest Nederland's Privacy Regulations and GDPR statement, which can be downloaded from: <https://coronasneltestnederland.nl/privacyverklaring>.

#### **Article 4 Obligation to complain in the event of delay in the test result and/or COVID-19 PCR Certificate**

1. If you have not yet received a test result and/or Non-COVID-19 Certificate from Coronasneltest Nederland 48 hours after your sample is taken for a Test, you must immediately inform Coronasneltest Nederland of this in an e-mail addressed to: [info@coronasneltestnederland.nl](mailto:info@coronasneltestnederland.nl).
2. If you have been Tested via the portals 'testenvoorvertrek.nl' or 'testenvoorjereis.nl' and you have not yet received a test result and/or Non-COVID-19 Certificate from Coronasneltest Nederland 24 hours after your sample is taken for a Test, you must immediately inform Coronasneltest Nederland of this in an e-mail addressed to: [info@coronasneltestnederland.nl](mailto:info@coronasneltestnederland.nl).

#### **Article 5 Advice in the event of a positive test result**

1. If you receive a positive test result, it is important that you immediately contact your GP and take immediate measures to prevent infection of others in your surroundings. For further information about the SARS-CoV-2 virus and what to do if you have received a positive test result, please refer to RIVM's information page at [www.rivm.nl/coronavirus-covid-19](http://www.rivm.nl/coronavirus-covid-19) or contact the central government national information line for questions about the coronavirus: 0800-1351
2. Coronavirus is legally considered an infectious disease A and is therefore a notifiable disease. Under article 24 of the Wet publieke gezondheid (Public Health Act) amongst others, any organisation performing a SARS-CoV-2 Test is obliged to report a positive test result to the GGD (municipal health service), with simultaneous provision of personal data (to the extent known) such as the name, address, gender, date of birth, BSN number and place of residence of the person concerned. In addition, Coronasneltest Nederland may also pass on your telephone number and/or e-mail address to the GGD at the GGD's request in the event of a positive test result, for which you grant your irrevocable consent by entering into this contract.
3. Coronasneltest Nederland cannot advise you about medical treatment or further steps to be taken in the event of a positive test result, and recommends that you contact your own GP about this.

#### **Article 6 No guarantee; limitation of liability**

1. You declare that you are aware that every test technology, including the technologies used by Coronasneltest Nederland, entails a small but not negligible chance of a false positive result (the test result is positive, but you are not actually infected) or a false negative result (the test result is negative, but you are actually infected). A test result therefore never gives a full or definitive answer.
2. You also declare that you are aware that the test result is a snapshot of the presence of the SARS-CoV-2 virus or of specific antibodies against the SARS-CoV-2 virus produced by your body after infection or vaccination (IgM plus IgG) in your body at the time when the Test was taken. The test result gives no indication whatsoever of any infection that took place after the Test was performed.
3. You cannot derive any rights from the test result. Coronasneltest Nederland does not guarantee the accuracy of the test result or that the test result matches your actual infection status at the time when your sample was taken for a Test, when you receive your test result and/or at any other time.

4. It is possible that a sample taken from you cannot be tested. This may be the case if - for example - you consumed alcohol shortly before a Test, took certain types of medication orally or rinsed with certain brands of mouthwash, or if there are other contaminants in the mouth, throat, and nose cavities.
5. Coronasneltest Nederland does not guarantee the suitability of a sample for performing a COVID-19 Rapid Test and/or a COVID-19 Antibody Test and/or a COVID-19 PCR Test. You cannot derive any rights from a sample being taken with regard to the suitability of the sample for performing a COVID-19 Rapid Test and/or a COVID-19 Antibody Test and/or a COVID-19 PCR Test.
6. If a sample taken from you proves unsuitable after 2 analyses, Coronasneltest Nederland will offer you a second Test (and only a second Test) free of charge. Coronasneltest Nederland will make every effort to schedule a follow-up appointment for the second Test as soon as possible. However, Coronasneltest Nederland does not guarantee that a second appointment can be made within a period of time that is convenient for you or at a convenient time.
7. Coronasneltest Nederland does not give any undertaking regarding the period within which your test result and/or Non-Covid-19 Certificate will become available. Coronasneltest Nederland aims to communicate your test result and (if ordered) Non-Covid-19 Certificate to you within the specified times. This period is indicative. You cannot derive any rights from it. If you have not received a test result and/or Non-Covid-19 Certificate after 72 hours and you have immediately notified Coronasneltest Nederland of the absence of your test result and/or Non-COVID-19 Certificate by e-mail to [info@coronasneltestnederland.nl](mailto:info@coronasneltestnederland.nl) within 6 hours of the antigen rapid test being performed, Coronasneltest Nederland will refund the costs of your Test and/or Non-Covid-19 Certificate at your request. Coronasneltest Nederland does not otherwise guarantee the period within which your test result and/or Non-Covid-19 Certificate will be available, and Coronasneltest Nederland does not give any guarantees in that respect.
8. Except in the event of intent or recklessness bordering on intent on the part of Coronasneltest Nederland, Coronasneltest Nederland accepts no liability for any loss, in any form whatsoever, either direct or indirect, resulting from:
  - a. a false positive, false negative, incorrect or unclear test result;
  - b. the unsuitability of a sample taken from you for performing a Test;
  - c. the fact that a (first or follow-up) appointment for taking your sample cannot be scheduled or performed at a time convenient for you or within a period convenient for you, or the failure of a scheduled appointment to take place; and/or
  - d. the non-availability of your test result and/or Non-Covid-19 Certificate at a certain time or within a certain period.
9. In no case will Coronasneltest Nederland's total cumulative liability for any reason and/or on any ground exceed the invoice value of this contract.
10. You declare that you are aware and accept that Coronasneltest Nederland reserves the right at all times to prioritise performing and processing tests for or reporting test results to persons with a medical condition, personnel working in healthcare and/or persons working in another key profession (designated by the authorities), even if this could lead to delays in performing and

processing your Test and/or reporting your test result, all this without being liable for any form of compensation to you nor being liable for any loss in any form which you may unfortunately suffer, directly or indirectly, as a result.

#### **Article 7 Privacy and processing of personal data**

1. You declare that you are aware that Coronasneltest Nederland collects and processes a variety of personal and contact data about you, including the data that you provided to Coronasneltest Nederland at the time of registration and/or subsequently, in order to (be able to) execute this contract and your instruction to perform a Test and/or report the test result, which may include the provision of a Non-COVID-19 Certificate in your name.
2. As part of the performance of our tests, Coronasneltest Nederland must process a variety of personal data about you and, where appropriate, share it with the GGD (municipal health service). In order to inform you about how Coronasneltest Nederland processes your personal data, we have published a privacy statement that explains - among other things - your rights and our obligations in this respect. You can find our privacy statement on our website: <https://coronasneltestnederland.nl/privacyverklaring/>

#### **Article 8 Force majeure**

1. The contract is concluded subject to force majeure, in other words any circumstance outside Coronasneltest Nederland's control over which Coronasneltest Nederland has no influence and that temporarily or permanently prevents the proper fulfilment of its obligations under the contract, except insofar as there is intent or recklessness bordering on intent on the part of Coronasneltest Nederland. If and insofar as a failure in the execution of the contract is due to force majeure, that failure cannot be attributed to Coronasneltest Nederland.
2. Force majeure as a result of which an attribution cannot be made to Coronasneltest Nederland exists in any event in the case of (amongst other things):
  - a. an epidemic/pandemic (particularly in the event of government measures relating to an epidemic/pandemic);
  - b. serious traffic disruption;
  - c. a strike (particularly a wildcat strike);
  - d. a (natural) disaster;
  - e. a war situation;
  - f. disruptions of electricity supply, Internet, data network and/or telecommunications networks of Coronasneltest Nederland or on which Coronasneltest Nederland depends;
  - g. force majeure on the part of a supplier of Coronasneltest Nederland or if the failure is caused by the failure to provide information or data to Coronasneltest Nederland (in time) by a supplier or by a third party on which Coronasneltest Nederland depends for obtaining such information or data;
  - h. unexpected illness and/or absence of an exceptional proportion of Coronasneltest Nederland's personnel or auxiliary persons engaged by Coronasneltest Nederland; and/or

- i. other circumstances outside Coronasneltest Nederland's control over which Coronasneltest Nederland has no influence and that temporarily or permanently prevent the proper fulfilment of its obligations under the contract, except insofar as there is intent or recklessness bordering on intent on the part of Coronasneltest Nederland.
3. In particular, force majeure as a result of which a failure to fulfil cannot be attributed to Coronasneltest Nederland will exist if that failure is caused directly or indirectly by giving priority for performing tests to persons with a medical condition, persons working in healthcare or persons working in a key profession designated by the authorities.
4. In the event of force majeure, you and Coronasneltest Nederland each have the right to dissolve this contract in full or in part without owing any compensation to the other party other than the costs of performing a COVID-19 Rapid Test and/or a COVID-19 Antibody Test and/or a COVID-19 PCR Test and/or for a Non-COVID-19 Certificate, if ordered, and without being liable to the other party for any direct or indirect loss due to the failure or due to the dissolution of this contract pursuant to this article.

#### **Article 9 Choice of law and choice of forum**

1. This contract and the rights and obligations of the parties arising from it are governed by Dutch law. The Vienna Sales Convention is expressly excluded.
2. The Midden-Nederland District Court has exclusive jurisdiction to consider any dispute between the parties arising from or in connection with the conclusion, content, execution and/or interpretation of this contract.