

GENERAL TERMS AND CONDITIONS

1. Who and what

Organiser: ArFiCo Surgical BV (hereinafter: ArFiCo) with registered office at 9800 DEINZE, Pontstraat 2, and registered in the Central Database of Enterprises (KBO/BCE) under corporate number 0727.538.206 (e-mail: info@arficosurgical.com; tel.: 09.246.74.51). ArFiCo organises Symposia in the medical sector.

Participant: every company within the medical sector that wishes to register or has registered for a Symposium organised by ArFiCo according to the conditions specified below. In principle, the Symposia organised by ArFiCo are intended for professionals (companies) from within the medical sector, not for Consumers (private individuals).

Symposium: any scientific meeting, congress or conference, both physical and digital, organised by ArFiCo and related to the medical sector, during which presentations, lectures and expositions are given, visual material is made available and/or an exchange of ideas takes place.

2. Application

2.1. The Participant explicitly confirms having taken cognizance of these General Terms and Conditions prior to his registration.

2.2. All legal relationships (Agreements) between ArFiCo and the Participant in connection with the latter's attendance of Symposia organised by ArFiCo are governed by these General Terms and Conditions, excluding the Participant's own terms and conditions. Deviations from these General Terms and Conditions are only possible with ArFiCo's explicit, written consent.

2.3. All Agreements between the Parties (including these General Terms and Conditions) are entered into by the Parties knowingly, in full knowledge of the facts and without any interdependence between the Parties. The Parties explicitly agree that a balanced legal relationship has been established between them within the scope of the general economic purpose of the Agreement(s), the common commercial practice and the specific services to which the Agreements relate.

3. Registration

3.1. Unless it has been agreed upon otherwise in writing, telephone registrations are not accepted and registration for the Symposia must be done by completing the registration form on the website (www.arficosurgical.com). Subsequently, the Participant will receive a notification that the registration has been successful.

3.2. Registering is only possible within the deadlines pre-set and communicated by ArFiCo. If, upon receiving the registration form, the maximum number of participants has already been reached, the Participant will be informed about this. In such event, the Participant can be included on the waiting list.

3.3. The Participant must provide all correct information required by ArFiCo for the organisation of the Symposium, in a timely manner and in the pre-set form. The Participant is responsible for the data provided by him.

3.4. After a successful registration, the Participant will receive an e-mail confirming the registration and a payment request, with enclosed an invoice (with application of the relevant VAT). As from the reception of this e-mail, the cancellation terms as set out in article 6 apply. The confirmation mail also includes a link to pay online. The Participant can pay the registration fee at his option by bank transfer or through one of the online payment modules.

3.5. The **registration is not final** until full payment of the registration fee has been received by ArFiCo. The Participant will receive confirmation of this payment.

4. Payment

The Participant will receive an invoice after his registration, as established in article 3.4. Payment must be made within 30 days from the invoicing date and in any case on the day prior to the start of the Symposium at the latest. For lack of a timely payment, the registration will automatically be regarded as having been cancelled. In this case, the cancellation terms as established in article 6 will apply.

5. Tickets and programme

5.1. Unless otherwise agreed upon, a ticket is issued to a specific person and cannot be passed on.

5.2. However, if a Participant cannot be present, he can – up to 8 days prior to the Symposium – designate a colleague to replace him by e-mail. In this event, the Participant must immediately and in any case on the day prior to the start of the Symposium at the latest, pass on the registration details of this colleague. The transfer of the ticket is only final when it has been confirmed by e-mail by ArFiCo. ArFiCo will send this confirmation immediately after having received necessary registration details. ArFiCo cannot be involved in nor be held liable for any dispute about the mutual recovery and payment of the ticket between the Participant and his substitute (designated colleague).

5.3. If a Participant cannot attend a Symposium and did not designate a substitute in a timely manner, the cancellation terms as established in article 6 will apply.

5.4. The Programme is as communicated in the communications (website, flyers, etc.). ArFiCo has prepared the Programme in consultation with other parties and commits itself to realise it to the best of its abilities. However, the Programme is not binding and given by way of indication only. The Participant recognises that ArFiCo is entitled to change the Programme in non-essential aspects if ArFiCo has valid reasons to do so. These changes may include, but are not limited to the replacement of a speaker, the change of certain modalities of the Programme that for objective and external reasons are no longer relevant and/or feasible or are suggested as such by the speaker in question.

6. Cancellation by the Participant

6.1. If a Participant wishes to cancel his registration, he must communicate this to ArFiCo by e-mail or by phone. The cancellation is only final when it has been confirmed by e-mail by ArFiCo, who will send this confirmation immediately after having taken cognizance of the intended cancellation.

6.2. In case of force majeure on the part of the Participant, such as, amongst others, a decease, accident, illness (also of a partner and close family members); the

inability to get to the destination following a government ban or the cancellation of a means of transport without an alternative being available, the Participant has the right to cancel his registration free of charge, provided that the cancellation also includes an exhibit proving the force majeure event and that the cancellation is communicated within 3 working days after the Participant has taken cognizance of the force majeure event. In such event, the Participant is entitled to the full reimbursement of his registration fee.

6.3. The Participant also has a free right of cancellation if the Symposium is moved by ArFiCo on account of force majeure according to article 7.3, provided that the Participant communicates his intention to cancel his registration within seven working days after having taken cognizance of the fact that the Symposium has been moved.

6.4. Considering the organisation of the Symposium and the necessary preparatory measures and reservations necessary for it, a cancellation must be communicated in a timely manner. In case of a cancellation for a reason other than the ones mentioned in article 6.2 or 6.3 or if the conditions for a free cancellation have not been met, the following conditions apply:

- a. If the cancellation is communicated more than 30 days prior to the start of the Symposium, the Participant will be refunded 90% of his registration fee. The remaining 10% is deducted to cover the administrative costs.
- b. If the cancellation is communicated less than 30 days prior to the start of the Symposium, the Participant will not be entitled to any refunding of the registration fee.
- c. If the Participant stops attending the Symposium after it has started or fails to attend the Symposium in any other way, the Participant will not be entitled to any refunding of the registration fee either.

6.5. The Parties explicitly acknowledge that the above-established deadlines and the agreed upon risk allocation in terms of costs are fair, balanced and proportionate, considering all other clauses of the Agreement, the general economic purpose of the Agreement and the nature of the service offered by ArFiCo, i.e. the organisation of seminars (of one or multiple days) at a given location and with the engagement of external speakers, catering and other services.

6.6. The repayment following a cancellation will be made within 30 days after the cancellation, using the same payment method as was used by the Participant upon his registration.

6.7. If, notwithstanding the target audience set out in article 1, the Participant is a consumer participating in the Symposium for leisure purposes, the cancellation is also governed by the provisions laid down in articles 6.1 up to and including 6.5. The Consumer-Participant does not have a right of withdrawal during a period of 14 days as established by article VI.47 WER because the Agreement refers to the reservation of tickets for a pre-determined date (VI.53, 12° WER).

7. Cancellation by ArFiCo on account of force majeure

7.1. Force majeure includes but is not limited to: government orders; total or partial strikes, an illness or accident of the persons involved in the Symposium and acting on behalf of or for ArFiCo without an adequate and equivalent substitute being available at short notice; fire; adverse weather conditions; defects to and loss of necessary equipment and auxiliary tools.

7.2. If a force majeure event would render the organisation or continuation of the Symposium at the agreed time and location wholly or partially impossible, ArFiCo will be entitled to fully or partially cancel or move the Symposium without the Participant being entitled to a compensation for damage.

7.3. If, following force majeure, the date of the Symposium is changed or if the Symposium is relocated to another location that is not nearby, the Participant is entitled to cancel his registration free of charge according to article 6.3.

7.4. In the event of the (partial) cancellation of the Symposium, ArFiCo will inform the Participants immediately after having taken cognizance of the force majeure event. ArFiCo will refund to the Participant any positive balance after having deducted the already incurred costs for the Symposium in question within 30 days following the notification of the (partial) cancellation of the Symposium. ArFiCo is not compelled to re-organise any cancelled Symposium.

8. Cancellation for lack of Participants

Without prejudice to the application of article 7, ArFiCo can cancel the Symposium up to 7 days prior to the pre-set date if there have been insufficient registrations. This will be the case if it is no longer economically justified to go ahead with the Symposium, particularly if less than 25% of the aimed at number of participants registers for the Symposium. The Participant will be fully reimbursed within 30 days after the cancellation notification, using the same payment method as was applied by the Participant upon his registration. The Participant will not be entitled to any additional compensation for damage.

9. Liability

9.1. ArFiCo reserves the right to replace a speaker by a speaker with similar competences if it has valid reasons to do so, without such entitling the Participant to a (free) additional cancellation right or to any compensation for damage whatsoever.

9.2. The speakers and the information provided during the Symposia are selected and composed with due care and to the best of ArFiCo's knowledge. ArFiCo cannot be held liable for any faults or incompleteness in the information provided by the speakers. ArFiCo cannot be held liable for damage that results from the fact that Participants have provided incorrect information.

9.3. ArFiCo is not liable for any damage caused by accidents or any disease or theft during or within the scope of Symposia.

9.4. The above-described limitations do not apply in case of deliberate intent or gross negligence from the part of

ArFiCo and its employees or agents or if mandatory (inter)national laws or (professional) regulations do not allow such limitations.

10. Certificates and evaluation

10.1. ArFiCo will take the necessary steps for all its Symposia and submit an application to the competent accreditation bodies in a timely and conscientious manner in view of obtaining an accreditation certificate for the awarding of CME credits (*Continuing Medical Education*), but it cannot be held liable for lack of such accreditation or awarding of CME credits.

10.2. During the Symposia, Participants are given the opportunity to evaluate the organisation, speakers and content of the Symposia and to give feedback by completing an evaluation form.

11. Privacy and visual material

11.1. ArFiCo collects and processes the personal data of the Participant in compliance with the legislation regarding the protection of personal data and solely within the scope of the execution of the Agreement and for follow-up and customer management purposes (follow-up of registration, invoicing, profiling, sending marketing and personalised publicity). More information about the privacy policy of ArFiCo can be found on <https://arficosurgical.com/website-disclaimer-and-privacy/>. The Participant explicitly confirms having consulted and read ArFiCo's Privacy Statement prior to his registration.

11.2. During the Symposia, video and audio recordings may be made. Prior to the start of the Symposium, Participants are given the opportunity to give their consent for or to oppose 1) being included in video and audio recordings and 2) the publication of these video and audio recordings. For questions and comments on this subject, Participants can always send an e-mail to: info@arficosurgical.com.

12. Behaviour

During the Symposium, the Participant is expected to listen actively; telephone and recording devices are not allowed unless it is explicitly communicated otherwise by ArFiCo. If a Participant disrupts the Symposium, he may be excluded from further participation without being entitled to any refunding or compensation for damage.

13. Complaints

Any complaints can be submitted up to 30 days after the complaint has come into being, by e-mail (info@arficosurgical.com) or by phone (09.246.74.51). Complaints do not suspend the payment obligation of the Participant. ArFiCo will assess the complaint and inform the Participant about its point of view. The complaints procedure does not prevent the Participant from initiating legal procedures.

14. Nullity

The nullity of one or more provisions of these General Terms and Conditions does not cause the nullity of the entire Agreement. The other provisions remain fully applicable. If a provision is declared null and void, it will be replaced by a provision that matches the original intention of the Parties to the maximum extent possible.

15. Applicable law

All disputes regarding the validity and the execution of the Agreement between the Parties are governed by Belgian law and are exclusively settled by the courts of the district of Ghent.

The original Dutch text of these General Terms and Conditions shall prevail over versions published in any other language.