

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF CURAMEDICAL B.V. AND CURAMEDRIX B.V.

CuraMedical B.V. has its registered office in Haarlemmermeer, the Netherlands, and is registered with the Dutch Chamber of Commerce under number 34105487 | Curamedrix B.V. has its registered office in Assendelft, the Netherlands, and is registered with the Dutch Chamber of Commerce under number 57345856

### 1. Definitions

1.1 The terms listed below have the following meaning in these general terms and conditions:

- **Customer:** any natural person acting in a professional capacity as a sole proprietor in the exercise of profession or business, or any legal entity or partnership that is a party to or is involved in a legal or other act referred to in Article 2.1 that relates to the sale and delivery (or possible sale and delivery) of products by Supplier to that party, or at which a legal or other act referred to in that article is directed, or from which a request as referred to there originates;
- **Supplier:** CuraMedical B.V., a private limited liability company, also trading as CuraMedical and Curamedrix B.V., a private limited liability company, also trading as CuraMedrix, on the understanding that this always refers to the company invoking these General Terms and Conditions;
- **General Terms and Conditions:** these general terms and conditions of sale and delivery.

### 2. Applicability

- 2.1 All offers, quotations, order confirmations, deliveries of products, and invoices of Supplier to the Customer, all orders of the Customer, all agreements between Supplier and the Customer and any amendment to those agreements, as well as any request of the Customer in that regard, regardless of whether an agreement will be or has been entered into between Supplier and the Customer, are governed exclusively by these General Terms and Conditions.
- 2.2 Any general or other terms and conditions of the Customer do not apply. The Customer may rely on provisions that deviate from or supplement these General Terms and Conditions only if and as far as they have been expressly accepted in writing by Supplier. Such deviating or additional provisions will not affect the applicability of the other provisions of these General Terms and Conditions and will apply only to the agreement for which that has been expressly agreed in writing.
- 2.3 By accepting these General Terms and Conditions, the Customer also agrees to the applicability of these General Terms and Conditions to all future agreements between Supplier and the Customer, and to all offers, quotations, order confirmations, orders and deliveries (and requests for deliveries) of products.

### 3. Offers, formation of agreements and cancellation

- 3.1 All offers and quotations of Supplier and all orders of the Customer, both orally and in writing, are without obligation for Supplier and do not bind it, unless Supplier's offer or quotation expressly states otherwise or the Customer's order has been confirmed in writing by Supplier. Supplier may revoke any offer in writing within 48 hours after its acceptance by the Customer.
- 3.2 All documents and data, including but not limited to photographs, examples, specifications, samples and models, as provided in catalogues, leaflets or brochures or on Supplier's website, or displayed by Supplier or sent to the Customer, are as accurate as possible but do not bind Supplier and may in no event be regarded as an exact representation of what Supplier offers or is obligated to deliver. If an offer or quotation of Supplier is accompanied by documents, communications and data as referred to in this paragraph, regardless of whether Supplier has produced those documents or data itself or whether they have been produced by or originate from third parties, the Customer undertakes not to duplicate these documents, communications and data, nor to make them available for inspection by third parties, without Supplier's prior written consent. These documents, communications and data will remain the property of Supplier or of the third party in question and must be returned to Supplier at its first request.
- 3.3 Agreements between Supplier and the Customer are formed if and as soon as Supplier sends the Customer a written order confirmation, whereby the date of the order confirmation will be decisive, or an invoice (or advance invoice), whereby the date of that invoice will be decisive, or – if this moment is earlier – if Supplier has commenced the execution of the Customer's order, including but not limited to the delivery of products. The order confirmation or the invoice (or advance invoice) will be deemed to fully reflect the agreement and the products to be delivered, including the applicability of these General Terms and Conditions, whereby manifest mistakes, writing and printing errors may be corrected by Supplier at any time.
- 3.4 Every agreement entered into between Supplier and the Customer in accordance with Article 3.3 constitutes a separate agreement between Supplier and the Customer.
- 3.5 If Supplier considers it necessary or desirable, it may engage third parties in the performance of the agreement. Such third parties may rely on these General Terms and Conditions in relation to the Customer. These General Terms and Conditions therefore constitute an irrevocable third-party clause within the meaning of Article 6:253 of the Dutch Civil Code on which the third parties engaged by Supplier may rely directly in relation to the Customer.

### 4. Prices and payment

4.1 Unless otherwise expressly agreed in writing, Supplier's prices are:

- based on the most recently adopted price lists/prices of Supplier;
- based on delivery "ex works" in accordance with the relevant provisions of the most recent version of the Incoterms, currently the Incoterms® 2020;
- exclusive of VAT, transport costs, Chamber of Commerce costs, transport insurance costs, loading and unloading costs, other costs, import duties, excise duties and other taxes, levies and duties, whether or not of any governmental nature; and
- stated in euros, while any exchange rate differences, exchange rate costs or exchange rate fluctuations will be passed on to the Customer.

- 4.2 In the event of an increase in one or more cost price factors of the products, Supplier may at any time (also after entry into the agreement) change the price accordingly of the products to be delivered. Supplier will inform the Customer of any price changes as soon as possible. Supplier may also pass on to the Customer the costs resulting from government measures, including court rulings, additional requirements, prohibitions and other measures relating to the products or their price or payment. The Customer must at all times pay the adjusted price in accordance with this article.
- 4.3 Supplier may charge any additional work to the Customer, including costs relating to the Chamber of Commerce and related actions, express deliveries, authentication and export documents.
- 4.4 Supplier may charge ordering costs of at least EUR 50 if the Customer places an order with a value of less than EUR 750.
- 4.5 Unless otherwise expressly agreed in writing, payment by the Customer must be made by transferring the amount due to a bank account designated by Supplier within 30 (thirty) days after the invoice date. The value date on Supplier's bank statements will be decisive and will therefore be regarded as the payment date.
- 4.6 Supplier may demand payment in advance or immediate cash payment at the time of delivery, in which case the Customer must comply.
- 4.7 Unless otherwise expressly agreed in writing, any discounts agreed between Supplier and the Customer will apply only to the invoice in question and the Customer may therefore deduct them only from that invoice. The Customer cannot base any rights on a previously granted discount with regard to other invoices.
- 4.8 The Customer may not set off any debt to Supplier, whether or not disputed, against any debt of Supplier to the Customer, whether or not disputed. The Customer also may not suspend payment of a debt to Supplier, except in the event of failure by Supplier to comply with an obligation to the Customer, and provided that this failure is due to intent or gross negligence on the part of Supplier and that the debt arises from the same agreement as that obligation.
- 4.9 Supplier may at any time separately invoice each partial delivery as referred to in Article 5.7.
- 4.10 Each payment made by the Customer will be deemed first of all to be payment of any costs due and then of any interest due; on full payment of such costs and interest, the payment will be deemed to be payment of the oldest outstanding invoice, regardless of whether the Customer stated otherwise on making the payment.
- 4.11 If the Customer fails to comply with its payment obligation, or fails to do so promptly or in full, it will be deemed to be in default by operation of law and – without any further demand or notice of default by Supplier being required – the amount due by the Customer will be immediately payable, increased by the statutory commercial interest under Article 6:119a of the Dutch Civil Code on the amount (or remaining amount) payable by the Customer, calculated from the first day after the end of the agreed payment period, whereby part of a month will be counted as a full month.
- 4.12 All judicial and extrajudicial costs incurred by Supplier in the collection of amounts payable by the Customer will be for the Customer's account. The extrajudicial costs will be set at a minimum of 15% (fifteen percent) of the amount due (including the interest referred to in Article 4.11), subject to a minimum of EUR 500 (in words: five hundred euros), without prejudice to Supplier's right to claim the actual costs if those costs are higher.
- 4.13 At Supplier's first request, which Supplier may make at any time, the Customer must immediately make an advance payment or provide security for the timely and correct performance of its obligations, in a manner determined by Supplier.
- 4.14 The Customer must strictly observe the regulations of Supplier and its suppliers or subcontractors regarding the method of storage and handling of the products delivered and their packaging.
- 4.15 At Supplier's first request, regardless of the reason for that request, the Customer must sell and return to Supplier any products delivered to it by Supplier that have not yet been used and are still in the Customer's possession, in exchange for crediting or refund of the purchase price originally paid by the Customer for these products. The Customer must fully cooperate in the provisions of the preceding sentence and follow all related instructions given by Supplier.
- 5. Delivery period, delivery, transport and risk**
- 5.1 Agreed delivery periods and dates are approximate only and in no event constitute a strict deadline or date. If the Customer has yet to perform any obligation to Supplier, for any reason, including advance payment, Supplier may suspend its deliveries. If a delivery period is exceeded because the Customer has failed to provide clear delivery or other instructions or information, or to perform any actions required for delivery, or because a circumstance not attributable to Supplier has occurred that prevented delivery within the delivery period, the delivery period will be extended by the time by which the performance of the agreement has consequently been delayed or hindered.
- 5.2 If a delivery period is exceeded, the Customer will in no event be entitled to reimbursement of any direct or indirect damage, nor to dissolution (*ontbinding*) of the agreement, nor to suspension of any of its own obligations under the relevant agreement or any other agreement.
- 5.3 Unless the parties have expressly agreed otherwise in writing, deliveries are "ex works", in accordance with the relevant provisions of the most recent version of the Incoterms, currently the Incoterms® 2020. Supplier is not liable for any damage to the actual product(s) nor for any other damage related to the shipment or transport of the product(s). If the parties have agreed on another method of delivery in writing in an individual agreement, that other method of delivery will apply only to that individual agreement and not also to other agreements between the parties.
- 5.4 The product will be at the Customer's expense and risk from the moment of delivery.

- 5.5 Notwithstanding the provisions of Article 5.3, Supplier may – at its discretion – offer the Customer to arrange for the transport of the products to the Customer against payment by the Customer of the costs involved / and pay the costs involved, provided that the delivery takes place in the Netherlands, in which case Supplier will engage a carrier of its choice. Notwithstanding the provisions of the preceding sentence, the risk in the products will pass to the Customer in its entirety the moment these products are made available to the carrier selected by Supplier for transport to the Customer. The Customer must at all times arrange for adequate insurance of the products, regardless of who arranges the transport. If the Customer opts to arrange transport itself, it must pay all the costs involved, regardless of the amount of the invoice.
- 5.6 If the Customer has not taken delivery of the products by the delivery date or at the end of the delivery period, Supplier may arrange for storage of the products at the Customer's expense and risk. Thirty (30) days after the delivery date or after the end of the delivery period, Supplier may sell those products (privately or otherwise). Any lower sales proceeds and any costs will be payable by the Customer, without prejudice to Supplier's other rights. However, products made to measure or to specifications, products packaged in packaging supplied by the Customer or produced for the Customer, and products purchased by Supplier specially for the Customer at the Customer's request or taken into stock with a view to delivery to the Customer cannot be resold, in light of their nature, obsolescence or limited shelf life (or remaining shelf life). If the Customer does not purchase the products referred to in the preceding sentence from Supplier, the lost sales proceeds and all costs incurred by Supplier will be payable by the Customer, without prejudice to Supplier's further rights.
- 5.7 Early or partial deliveries may be made at all times. The Customer must accept such a delivery from Supplier. These General Terms and Conditions also apply to partial deliveries.
- 5.8 If Supplier considers it necessary or desirable, it may engage third parties in the performance of the agreement and in the provision of services, if any, in which case the costs involved will be charged to the Customer in accordance with the quotation provided. If possible or if necessary, Supplier will consult on this point with the Customer. Third parties engaged by Supplier may also rely on these General Terms and Conditions as agents of Supplier.
- 6. Product properties**
- 6.1 The Customer is aware that the properties of the products supplied by Supplier, including but not limited to their quality, packaging, operation, colour, size, finish, etc., may differ from samples, models, photographs, examples and specifications (whether or not provided or shown by Supplier) and from the information in catalogues and on websites regarding the products.
- 6.2 Supplier does not warrant any properties of products supplied or to be supplied by it, unless otherwise expressly agreed in writing with the Customer.
- 6.3 Supplier may at any time, within reasonable limits, make changes to the products ordered by the Customer, provided such changes are necessary. The Customer must fully accept these products, without being entitled to reimbursement of any kind.
- 7. Complaints and claims**
- 7.1 If and as soon as Supplier presents the products to the Customer at the delivery address stated in writing by the Customer, the Customer must immediately inspect the goods delivered and their packaging for any shortages or visible defects, notify Supplier immediately – but no later than 48 hours after delivery – of any shortages or visible defects of the goods delivered and their packaging, and give Supplier the opportunity to ascertain such defects. The Customer must furthermore state such complaints on the delivery note, in the invoice and/or in the transport documents. If the Customer fails to fulfil its obligation to inform Supplier as referred to in the first and second sentences of this paragraph, the Customer will be deemed to have approved the goods delivered. Subject to the provisions of Article 7.3, complaints in this regard will in that case no longer be dealt with by Supplier.
- 7.2 The Customer's inspection obligation set out in Article 7.1 also applies to products not received and to any deviations (in type and/or quantity) between products delivered and products actually charged to the Customer by Supplier. Such complaints must also be reported to Supplier immediately – but no later than within 48 hours after delivery – and the Customer must be given the opportunity to ascertain them. The Customer must also state such complaints on the delivery note, in the invoice and/or in the transport documents. If the Customer fails to fulfil its obligation to inform Supplier as referred to in the second and third sentences of this paragraph, the Customer will be deemed to have approved the goods delivered. In that case, Supplier will no longer handle any complaints as referred to in this paragraph.
- 7.3 Complaints regarding invisible defects must be submitted in writing to Supplier within 8 (eight) days after they are discovered or could reasonably have been discovered, accurately stating the nature of and grounds for the complaints, the Customer's name and address, the batch/order/lot number and the delivery date, subject to forfeiture of all possible claims in this regard.
- 7.4 After written notification under Article 7.1, 7.2 or 7.3, Supplier will investigate the merits of the complaint as soon as possible; the Customer must cooperate with Supplier free of charge to this end. If Supplier considers the complaint founded, it may, at its discretion, at any time (i) replace all or part of the defective product free of charge, in which case the defective product or the relevant part will become Supplier's property; (ii) repair the defect or the defective part of the product; or (iii) reimburse all or part of the purchase price of the defective product to the Customer, without the Customer otherwise being entitled to any compensation. However, if Supplier considers the complaint unfounded, it may charge the Customer the costs incurred in the investigation, as well as any other damage consequently suffered by Supplier.
- 7.5 In no event will any complaint as referred to in Article 7.1, 7.2 or 7.3 entitle the Customer to suspend its obligations towards Supplier under any agreement.
- 7.6 Products complained about in accordance with Articles 7.1, 7.2 or 7.3 may not be returned to Supplier without its express prior written consent.
- 7.7 On the discovery of any defect, the Customer must immediately cease the use of the product concerned and furthermore do everything reasonably possible to prevent damage (or further damage).

- 7.8 The Customer must provide all the necessary cooperation requested by Supplier for the investigation of its complaint, failing which any claims regarding the products concerned will lapse.
- 7.9 No rights can be based on Supplier's handling of a complaint.
- 8. Compliance with laws and regulations and resale**
- 8.1 The Customer warrants that:
- a) all its activities and the products sold, resold or delivered by it are in accordance with the applicable national, international and European laws, regulations and treaties, and standards and norms, including those that apply (i) at the location(s) of the Purchaser; (ii) at the location(s) where the products are delivered by the Purchaser; (iii) at the location(s) where the products will subsequently be used or consumed; and (iv) at other relevant locations, including in the field of competition, medical devices (including Regulation (EU) 2017/745 on medical devices and the *Wet medische hulpmiddelen* (Medical Devices Act), as well as all future laws and regulations related to their implementation or replacement), product liability, safety, personal and other data and privacy, the environment, sanctions, working conditions and other labour-related laws and regulations; and
  - b) it has all the necessary permits, exemptions or other governmental approvals related to the products supplied by Supplier to the Customer, also regarding their resale/delivery by the Customer, and that it will at all times comply with the conditions and other provisions of those permits, exemptions and approvals. The Customer must allow inspection of those permits, exemptions and approvals at Supplier's first request.
- 8.2 If the Customer resells or delivers products delivered to the Customer by Supplier, the Customer must at all times resell or deliver those products in their original and undamaged packaging, and ensure that their labelling is correct and complete and complies with all the laws and regulations that apply at the location(s) (referred to in Article 8.1(a)).
- 8.3 The Customer must keep written records of the products that it has resold or delivered to third parties and of the purpose for which those third parties and end users use the products, and must provide all such information to Supplier at its first request.
- 9. Return of products**
- 9.1 Non-faulty products delivered by Supplier to the Customer may be returned only with Supplier's express prior written consent. The products to be returned must furthermore be in their original condition and packaging, must be sent to the address provided by Supplier using the same means of transport as the transport to the Customer, and must be accompanied by a copy of the relevant invoice or packing slip. The Customer must furthermore carefully package the products to be returned for return shipment, whereby the transport costs and risk in such return shipment will be for the Customer's account and risk. Supplier may furthermore charge any handling costs to the Customer and make the return subject to other conditions.
- 9.2 Products returned under Article 9.1 will be replaced by Supplier with products that are equivalent in terms of their price and type (the purchase price will in no event be refunded).
- 9.3 Non-faulty products that Supplier, at the Customer's request, has specially made, customised, modified, processed or provided with special packaging for the Customer, as well as discounted products or products processed by the Customer itself (in the broadest sense of the word) may in no event be returned.
- 10. Retention of title**
- 10.1 Without prejudice to the provisions of Article 5.4, Supplier retains title to all products delivered or supplied to the Customer until the Customer has fulfilled all its payment obligations towards Supplier (including any interest and costs due). The retention of title also applies to all claims that Supplier may obtain against the Customer on the grounds of failure by the Customer to perform any of its obligations towards Supplier.
- 10.2 For as long as the products are subject to retention of title, the Customer may not dispose of these products or create any restricted right to them other than in the ordinary course of business. The Customer must include a similar retention of title in its agreement with third parties regarding the products. The Customer's right to dispose of the products in the ordinary course of business automatically lapses if attachment is levied against the Customer or a petition for a suspension of payment is filed against it, if a petition in the Customer's bankruptcy is filed, or if the Customer enters into a payment arrangement with any of its creditors.
- 10.3 If the Customer creates a new product in whole or in part out of the products delivered by Supplier, the Customer will create that product for Supplier only and will hold that product for Supplier until the Customer has paid all the amounts due to Supplier under the agreement. Supplier will retain all rights as the owner of the new product until the moment of full payment by the Customer.
- 10.4 The Customer must store all the products sold and delivered to it by Supplier at its premises in a conditioned environment, separate and clearly identifiable as property of Supplier, and must follow all further instructions given by Supplier in this regard. The Customer also has a duty of care regarding the products that are subject to retention of title and must insure them and keep them insured against all the risks that are customarily insured in the industry, including but not limited to fire, theft, explosion and water damage.
- 10.5 Supplier may at any time arrange for the removal of these products from the Customer, take them back and store them elsewhere if the Customer fails to fulfil its obligations under any agreement entered into with Supplier or if Supplier has valid reason to fear that the Customer will fail to fulfil its obligations under any agreement entered into with Supplier. It may do so in particular – but not exclusively – if (i) the Customer has filed a petition for a suspension of payment or a petition in bankruptcy (or an equivalent under foreign law); (ii) a petition in bankruptcy is or has been filed against the Customer; or (iii) the Customer enters into a payment arrangement with one or more of its creditors. If Supplier wishes to exercise the property rights set out in this Article, the Customer hereby unconditionally and irrevocably gives permission to Supplier or a third party or third parties to be designated by Supplier to enter all the places where the products owned by Supplier are located and to take back those products.

- 10.6 The Customer must immediately inform Supplier if third parties allege rights in respect of the products delivered by Supplier to the Customer subject to retention of title, or if third parties wish to create rights to these products or wish to levy attachment on them (or wish to take similar legal measures under foreign law). In that case Supplier may temporarily or permanently arrange for the removal of the products in question from the Customer, take them back and/or store them elsewhere.
- 10.7 All the costs related to the exercising of the retention of title, including transport and storage costs, will be payable by the Customer.
- 10.8 If Supplier has exercised its retention of title, it has the right – but not the obligation – at any time to sell the products – with the exception of what is known as private label products, custom-made products and products taken in stock by Supplier specifically for the Customer at the Customer’s request with a view to delivery to the Customer – to a third party, in which case the Customer will be credited by Supplier for the value (to be determined by Supplier) of the products in the market, or their net sales value, whichever amount is lower in the case in question, less all the costs incurred in taking back the products and without prejudice to Supplier’s right to reimbursement of any damage arising from the Customer’s breach.
- 10.9 In the event of resale by the Customer of products that have not, not yet, not fully, or only in part been paid for, the Customer undertakes, at Supplier’s first request, to create a pledge on the Customer’s customer (the second customer) in respect of claims arising from this resale. At Supplier’s first request, the Customer must provide all relevant information and do everything possible to establish that pledge. Payments made by the second customer to Supplier on the grounds of the pledge will be deducted from the amount payable by the Customer to Supplier.
- 11. Force majeure**
- 11.1 For the purposes of these General Terms and Conditions, ‘force majeure’ means any circumstance beyond Supplier’s control, also if that circumstance could already have been foreseen when the agreement was entered into, that prevents performance of the agreement in whole or in part, permanently or temporarily. These circumstances include transport difficulties, fire, accidents, import and export restrictions, customs hindrances, war, risk of war, war damage, mobilisation, martial law and other disturbances, riots, insurrection, molestation, epidemics, pandemics, natural disasters, government measures (including lockdowns), sit-ins, transport problems, serious disturbances in Supplier’s business, such as a strike, blockade or boycott, excessive absenteeism, serious shortage of energy, water or gas, serious disruption of data communication facilities, and other business disturbances, as well as the impossibility to perform the agreement due to breach on the part of Supplier’s suppliers or persons or goods engaged by Supplier for the performance of the agreement, import and export bans or other legal impediments in the Netherlands and/or abroad, as well as facts and circumstances of an economic nature.
- 11.2 In the event of force majeure, Supplier may, without any judicial intervention being required, at its discretion, suspend the performance of its obligations under the agreement or terminate or dissolve (*ontbinden*) the agreement. Such suspension or termination/dissolution will not give rise to any liability for damages on the part of Supplier.
- 11.3 In the event of force majeure, Supplier may claim payment for those deliverables that Supplier has already provided in the performance of the agreement concerned, before the force majeure situation occurred.
- 12. Intellectual property**
- 12.1 All intellectual property rights regarding the products sold and delivered by Supplier are vested in Supplier or – if applicable – its supplier(s) or licensor(s), and will accrue exclusively to Supplier or – if applicable – its supplier(s) or licensor(s). This includes patent rights, trademark rights, copyrights, design rights, know-how, trade name rights, database rights and (exclusive or other) licensing rights. The delivery of a product originating from Supplier may not be regarded as an explicit or implicit licence to use, publish, reproduce, exploit or release to third parties any intellectual property right, without Supplier’s express prior written consent.
- 12.2 All drawings, documents, technical data, specifications, instructions for use and other information provided by Supplier or – if applicable – its supplier(s) or licensor(s) to the Customer that are or may be subject to any intellectual property right or similar right are the property of Supplier or – if applicable – its supplier(s) or licensor(s), and must be returned to Supplier at its first request.
- 12.3 The Customer must immediately inform Supplier if it finds that a third party is infringing any intellectual property right of Supplier or – if applicable – its supplier(s) or licensor(s), or if a third party makes any claim against the Customer related to the intellectual property rights of Supplier or – if applicable – its supplier(s) or licensor(s). If Supplier so requires, the Customer must provide all reasonable cooperation that may lead to the earliest possible termination of the infringing acts or the dispute.
- 12.4 The Customer must refrain from any actions that may harm the distinctive character, reputation or goodwill of any brand or the name or the products of Curamedical B.V. and Curamedix B.V..
- 12.5 If the Customer infringes any intellectual property right as described in this Article 12, Supplier may claim from the Customer an immediately payable penalty of EUR 200,000 (in words: two hundred thousand euros) per infringement and EUR 20,000 (in words: twenty thousand euros) for each day on which the infringement continues, without prejudice to Supplier’s right to claim full damages.
- 13. Liability**
- 13.1 Supplier is not liable for any damage resulting from (i) a breach (attributable or other) in relation to the Customer, or for any damage resulting from (ii) a wrongful act in relation to the Customer, unless the damage concerned was caused by intent or deliberate recklessness on the part of Supplier’s management or any of its executives.
- 13.2 Supplier is in no event liable for any loss of profits or any consequential or indirect damage, including but not limited to loss of profit and turnover, missed savings and business interruption loss of the Customer. Nor is Supplier liable for any damage attributable to an act or omission by the Customer or a third party engaged by the Customer, including failure by the Customer or the third party to comply with instructions or warnings affixed to the products themselves or originating from Supplier.

- 13.3 Without prejudice to the above provisions, any liability on the part of Supplier will at all times be limited to the original purchase price (less any discounts, as stated in the relevant invoice) of the products, or – whichever is lower – to the amount covered by Supplier's liability insurance and actually paid out in the case in question.
- 13.4 At Supplier's first request, the Customer must take back products that the Customer has put on the market and that turn out to be faulty, within a reasonable period of time, at Supplier's discretion (recall). All costs reasonably incurred in the context of a recall will be payable by Supplier, whereby the Customer must inform Supplier before such costs are incurred and ask its permission to incur those costs. However, Supplier is not liable for any damage of the Customer arising from or resulting from such a recall, unless such damage is for Supplier's account under the agreement, these General Terms and Conditions or the law.
- 13.5 The Customer itself is liable for any damage caused by errors or defects in the measurements, calculations or specifications provided by the Customer to Supplier, for instance for products to be specially (custom-) made or processed by Supplier at the Customer's request.
- 13.6 If Supplier supplies products to the Customer that Supplier has obtained from its own supplier(s), Supplier will in no event be under any further warranty or liability obligation towards the Customer than that which Supplier itself can claim in relation to the supplier(s) in question and that is actually honoured by its own supplier(s) in the case in question.
- 14. Obligations of the customer and indemnity**
- 14.1 The Customer must comply with all user instructions that must be observed with respect to the products and that contribute, for instance, to the end user's safety. The Customer must also make those user instructions clearly and expressly known to third parties that use the product. The Customer may not remove any user instructions that are present on or in the products.
- 14.2 If the products are intended for customers or end-users outside the Netherlands, the Customer must ensure that the products are suitable for sale outside the Netherlands, in particular – but not exclusively – with regard to the regulations that apply in that country regarding medical and other devices, and trade and product liability regulations.
- 14.3 The Customer indemnifies Supplier against any claims for compensation from third parties as far as they relate to damage resulting from (i) failure by the Customer to comply with these General Terms and Conditions or other regulations of Supplier; (ii) failure to comply with the procedures set out in these General Terms and Conditions; (iii) failure by the Customer to inform third-party or other users about the use of the product; or (iv) the agreement existing between the Customer and Supplier and its performance. The Customer must furthermore reimburse all damage suffered by Supplier in such case, including damage to Supplier's good name and reputation.
- 15. Suspension and dissolution (*ontbinding*)**
- 15.1 If and as soon as:
- a) the Customer fails to perform any of its obligations under these General Terms and Conditions or any agreement with Supplier that is governed by these General Terms and Conditions, or fails to do so in a timely or proper manner;
  - b) third parties claim rights with regard to property of the Customer or attachment is levied on its property;
  - c) the Customer files a petition for a suspension of payment or a petition in bankruptcy, or such a petition (or an equivalent under foreign law) is filed against the Customer, the Customer enters into a payment arrangement with one or more of its creditors, or otherwise creates the impression that it is or will become insolvent;
  - d) the Customer (being a natural person) dies, is placed under compulsory guardianship or under administration, or states that it wishes to be considered for the debt rescheduling arrangement;
  - e) the Customer dissolves (*ontbindt*) or liquidates its business, whether voluntarily or not, its business is continued in another legal form, its registered office or actual place of business is moved to another country, or the direct or indirect control over the Customer is transferred to a third party; or
  - f) the Customer transfers the rights under any agreement governed by these General Terms and Conditions to a third party;
- all claims of Supplier against the Customer, on any ground, will fall due immediately, without any further demand or notice of default being required. Supplier may then furthermore, at its discretion, suspend its obligations to the Customer, on any ground, until the Customer has performed its obligations to Supplier in full, and/or may dissolve (*ontbinden*) the agreement in whole or in part, in both cases without any judicial intervention being required, in the form of a written statement and without being liable to the Customer in any way for any damage, costs or interest, notwithstanding Supplier's right to claim full damages.
- 15.2 The Customer's right to dissolve (*ontbinden*) any agreement between Supplier and the Customer is excluded under Article 6:265 of the Dutch Civil Code.
- 16. Miscellaneous provisions**
- 16.1 If any provision of these General Terms and Conditions is found to be void, is voided or is not binding, such will not affect the validity of the remaining provisions. If any provision is found to be void, is voided or is not binding, replacement provisions will be included between Supplier and the Customer that are valid and that are closest to the content and scope of the void, voided or non-binding provision(s).
- 16.2 Unless the parties expressly agree otherwise in writing, and unless otherwise provided in these General Terms and Conditions, any claim against Supplier will in any event lapse 1 (one) year after the date of delivery of the products concerned or 1 (one) year after the date on which delivery of the products concerned should have taken place.
- 16.3 Supplier's rights and obligations under any agreement with the Customer and/or these General Terms and Conditions are fully or partially transferable, pledgeable or subcontractable to third parties, in both an obligatory and a property-law sense. The Customer hereby grants Supplier in such future event permission to implement the above provisions and undertakes in advance to provide such cooperation as may be required for this purpose. The Customer's rights and obligations under any agreement with Supplier and/or these General Terms and Conditions – other than monetary claims within the meaning of the first sentence

of Article 3:83(3) of the Dutch Civil Code – may not be transferred, pledged or subcontracted to third parties, in either an obligatory or a property-law sense, without Supplier's prior written consent.

- 16.4 Amendments or additions to any provision of these General Terms and Conditions are valid only if agreed in writing between the parties.
- 16.5 The headings and chapters of these General Terms and Conditions are for ease of reading only and have no bearing on the content and meaning of the provisions of these General Terms and Conditions.
- 16.6 These General Terms and Conditions have been drawn up in Dutch and translated into various other languages. In the event of differences in text and/or interpretation between these different versions, the Dutch version of these General Terms and Conditions is decisive and binding at all times.
- 16.7 Supplier may amend and/or add provisions to these General Terms and Conditions, to which amendments and additions the Customer agrees in advance. Amendments and additions to these General Terms and Conditions will bind Supplier and the Customer 30 (thirty) days after the relevant amendment and/or addition has been communicated to the Customer.

**17. Choice of law and choice of forum**

- 17.1 All obligations between Supplier and Customer, these General Terms and Conditions and all resulting or related non-contractual obligations are governed by Dutch law, with the exception of the conflict rules under Dutch international private law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.
- 17.2 All disputes concerning, arising from or related to any agreement entered into by Supplier or an offer or quotation that is governed by these General Terms and Conditions in whole or in part, these General Terms and Conditions themselves, as well as all non-contractual obligations arising from or related to them:
  - a) if the Customer's head office is located in the EU: will be submitted exclusively to the competent court of Amsterdam for resolution; or
  - b) if the Customer's head office is located outside the EU: will be exclusively settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal will consist of three arbitrators. The place of arbitration will be Amsterdam. The proceedings will be conducted in either Dutch or English, at Supplier's discretion.

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