

GENERAL TERMS AND CONDITIONS OF SUPPLY

Medcor Specials B.V.

Artemisweg 105F
8239 DD Lelystad
Netherlands

Chamber of Commerce No.: 66265517 0000

Definitions

Other party: Every natural person or legal entity with whom Medcor Specials B.V. conducts business in the form of a supply by Medcor Specials B.V. of products or services and with regard to which they enter into agreements or from whom they accept orders.

Goods: All of that which Medcor Specials B.V. supplies to the other party in accordance with the agreement concluded between the parties.

Article 1. General

1. These terms and conditions are applicable to every offer, quote, and agreement between “Medcor Specials B.V.”, and every other party in respect of which Medcor Specials B.V. has declared these terms and conditions to be applicable and insofar as these terms and conditions are not deviated from explicitly by the parties in writing.
2. These terms and conditions are also applicable to agreements with Medcor Specials B.V. in respect of which Medcor Specials B.V. engages third parties for the performance of such agreements.
3. These general terms and conditions have also been written for the staff of Medcor Specials B.V. and its Board of Directors.
4. The applicability of any purchasing or other terms and conditions of the other party is explicitly rejected.
5. If one or more of the provisions contained in these general terms and conditions may at any time become fully or partially invalid or void, the remainder of that which is stipulated in these general terms and conditions shall remain fully applicable. In that case, Medcor Specials B.V. and its other party shall enter into dialogue in order to agree new provisions to replace the invalid or void provision(s), whereby the aim and the intention of the original provision(s) shall be taken into account as far as possible.
6. If ambiguity exists about the interpretation of one or more provisions contained in these general terms and conditions dialogue shall take place ‘in the spirit’ of these provision(s).

7. If a situation arises between the parties that is not covered in these general terms and conditions this situation is to be assessed in the spirit of these general terms and conditions.
8. If Medcor Specials B.V. does not always demand strict observance of these terms and conditions this does not mean that the provisions of these terms and conditions are not applicable or that Medcor Specials B.V. would, to any extent, lose the right to demand strict observance of the provisions of these terms and conditions in other cases.

Article 2 Quotes and offers

1. All quotes and offers from Medcor Specials B.V. are without obligation unless a term for acceptance is stated in the quote. A quote or offer shall be cancelled if, in the meantime, the product to which the quote or offer relates becomes no longer available.
2. Medcor Specials B.V. cannot be bound to its quotes or offers if the other party can reasonably understand that the quotes or offers, or parts thereof, contain an obvious mistake or clerical error.
3. Unless stated otherwise, the prices stated in a quote or offer are exclusive of VAT and other government duties, any costs to be incurred within the framework of the agreement – including travel & accommodation and shipping & administration costs.
4. If the acceptance (whether or not on secondary points) deviates from the offer contained in the quote or the offer, Medcor Specials B.V. shall not be bound by that. Unless stated otherwise by Medcor Specials B.V. the agreement shall not then be formed on the basis of this deviating acceptance.
5. A composite quote shall not oblige Medcor Specials B.V. to perform part of the order at a corresponding part of the stated price. Offers and quotes are not automatically applicable to future orders.

Article 3 Contract duration, delivery periods, performance and amending the agreement

1. The agreement between Medcor Specials B.V. and the other party is entered into for an indefinite period unless an alternative arises on the basis of the nature of the agreement or if the parties explicitly agree otherwise in writing.
2. If a period is agreed or stated for the completion of certain works or for the delivery of certain goods that period shall never be a strict deadline. In the event that a period is exceeded the other party must therefore issue written notice of default to Medcor Specials B.V., in which Medcor Specials B.V. is offered a reasonable period of time to still perform the agreement.
3. If Medcor Specials B.V. requires information from the other party for the performance of the agreement the lead-time shall not commence sooner than after the other party has made the correct and full information available to Medcor Specials B.V.

4. Delivery shall take place ex-works at Medcor Specials B.V. The other party is obliged to take possession of the goods at the moment that they are made available to it. If the other party refuses to take possession of the goods or fails to provide information or instructions required for the delivery Medcor Specials B.V. shall have the right to store the goods at the expense and risk of the other party.
5. Medcor Specials B.V. has the right to arrange for certain work to be undertaken by third parties.
6. Medcor Specials B.V. has the right to perform the agreements in various phases and to invoice separately the part that is thus performed.
7. If the agreement is performed in phases Medcor Specials B.V. can suspend the performance of those parts belonging to the next phase until the other party has approved, in writing, the results of the preceding phase.
8. If, during the performance of the agreement, it becomes evident that the agreement needs to be amended or supplemented in order to ensure proper performance the parties shall proceed to amend the agreement in a timely manner and in mutual dialogue. If the nature, scope or content of the agreement is to be changed – whether or not on the request or instructions of the other party, the competent authorities, etc. – and as a result of this the quantity and/or quality of the agreement is to be changed this can also have consequences for that which was originally agreed. Consequently, the original amount that was agreed can be increased or decreased. In that case, Medcor Specials B.V. shall provide a quote as much as is possible in advance. The originally quoted performance period may also change as a consequence of a change to the agreement. The other party accepts the possibility that the agreement may change, including a change to the price and performance period.
9. If the agreement is amended, which includes a supplement to the agreement, Medcor Specials B.V. has the right to only implement this after agreement in respect of the change has been obtained from the authorised person at Medcor Specials B.V. and the other party has accepted the price and other conditions for the performance of the agreement, including the time which is then determined for performance of the agreement. The non-performance or non-immediate performance of the amended agreement shall not constitute a breach of contract on the part of Medcor Specials B.V. and shall form no basis for the other party to terminate the agreement. Without being in default, Medcor Specials B.V. can refuse a request to amend the agreement in the event that this could have qualitative and/or quantitative consequences, for example in respect of the work or the goods to be supplied in that context.
10. If the other party fails to properly comply with its obligations towards Medcor Specials B.V. the other party shall be liable for all direct or indirect damage (including costs) suffered by Medcor Specials B.V.
11. If Medcor Specials B.V. agrees a fixed price with the other party Medcor Specials B.V. is nevertheless at all times entitled to increase this price without the other party being entitled to terminate the agreement for that reason,

provided that the price increase arises from a legal or legislative authority or obligation or if it is due to an increase in the price for raw materials, wages, etc., or due to other reasons that were reasonably unforeseeable when the agreement was entered into.

12. If the price increase amounts to more than 10% for a reason other than a change to the agreement and this takes place within three months after the agreement has been concluded the other party, relying exclusively on Title 5 Section 3 of Book 6 of the Netherlands Civil Code, is entitled to terminate the agreement by means of written notice, unless Medcor Specials B.V. is then still willing to perform the agreement on the basis of the original agreement or if the price increase is the result of an authority or an obligation on the part of Medcor Specials B.V. by virtue of the law or if it is stipulated that the delivery shall take place later than three months after the purchase.

Article 4 Suspension, termination and early termination of the agreement

1. Medcor Specials B.V. is entitled to suspend compliance with the obligations or to terminate the agreement, if:
 - the other party fails to meet its obligations under the agreement or fails to do so full and on time;
 - after conclusion of the agreement, Medcor Specials B.V. becomes aware of circumstances that give good reason to fear that the other party will fail to meet its obligations;
 - the other party is requested – when concluding the agreement – to provide security for meeting its obligations under the agreement and this security is not provided or is insufficient;
 - due to a delay on the side of the other party it is not possible to demand that Medcor Specials B.V. complies with the agreement under the originally agreed conditions, Medcor Specials B.V. shall have the right to terminate the agreement.
2. Furthermore, Medcor Specials B.V. is authorised to terminate the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or if other circumstances arise that are of such a nature that maintaining the agreement without alteration cannot be reasonably demanded of Medcor Specials B.V.
3. Medcor Specials B.V. has the right to terminate the agreement with immediate effect if (a serious suspicion) of any misappropriation or misuse of the products it has supplied becomes evident as a result of which the reputation of Medcor Specials B.V. is in any way endangered, such being without the other party being released from its obligation(s) to make any outstanding payments. In this case Medcor Specials B.V. shall recover any (reputation) losses from the relevant other party.
4. If the agreement is terminated, the claims of Medcor Specials B.V. against the

other party shall become immediately payable. If Medcor Specials B.V. suspends compliance with the obligations it shall retain its rights under law and under the agreement.

5. If Medcor Specials B.V. proceeds with suspension or termination it shall not in any way be held liable for the payment of damages and costs that may in any way arise as a result of that.
6. If the termination is to blame on the other party Medcor Specials B.V. shall be entitled to claim compensation for damages, including the direct and indirect costs arising from that.
7. If the other party fails to meet its obligations arising under the agreement and this non-observance justifies termination of the agreement Medcor Specials B.V. shall be entitled to terminate the agreement with immediate effect without any obligation on its part to pay any compensation or damages, while the other party, due to breach of contract, shall be obliged to pay compensation or damages.
8. If the agreement is terminated early by Medcor Specials B.V., Medcor Specials B.V. shall ensure dialogue with the other party for the transfer of the outstanding work to third parties; this shall be the case unless the termination is attributable to the other party. If the transfer of work involves extra costs for Medcor Specials B.V. these costs shall be charged to the other party. Unless Medcor Specials B.V. notifies otherwise, the other party is obliged to pay these costs within the term stipulated.
9. In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment – if and insofar as the attachment is not discontinued within three months– against the other party, debt restructuring or another situation as a result of which the other party no longer has free disposal of its assets, Medcor Specials B.V. shall be free to terminate the agreement with immediate effect or to cancel the order or agreement without any obligation on its part to pay any compensation or damages. In that case, the claims that Medcor Specials B.V. has against the other party shall become immediately payable.
10. If the other party cancels a placed order in full or in part the goods ordered or prepared for that order, plus the supply, removal and delivery costs for this and the agreed working hours reserved for this shall be charged fully to the other party.

Article 5 Force majeure

1. Medcor Specials B.V. is not liable to meet any obligations towards the other party if it is prevented from doing so as a result of a situation beyond its control or for which it is not liable by virtue of the law, a legal act or generally accepted standards.
2. In these general terms and conditions, force majeure means - in addition to that which is stipulated regarding this in law and jurisprudence - all external causes,

foreseen and unforeseen, over which Medcor Specials B.V. has no influence but as a result of which Medcor Specials B.V. is unable to meet its obligations, including strikes at the business of Medcor Specials B.V. or at third parties. Medcor Specials B.V. is also entitled to invoke force majeure if the situation that prevents (the further) compliance with the agreement occurs after Medcor Specials B.V. should have met its obligation.

3. During the period that the force majeure continues Medcor Specials B.V. may suspend the obligations arising under the agreement. If this period lasts longer than two months each of the parties has the right to terminate the agreement without the obligation to pay compensation for damage to the other party.
4. Insofar as Medcor Specials B.V. has in the meantime partially met its obligations under the agreement at the time of the occurrence of force majeure or shall be able to meet these at that time and an independent value is attributable to that which has been complied with or will be complied with Medcor Specials B.V. shall be entitled to invoice separately for the element that has already been complied with or which will be complied with. The other party is obliged to pay this invoice as if a separate agreement had been entered into regarding this compliance.

Article 6 Payment and collection costs

1. Unless stated otherwise in writing by Medcor Specials B.V., payment is to be made within 14 days after the date of invoice in the manner stipulated by Medcor Specials B.V. and in the currency in which the invoice has been raised.
2. Medcor Specials B.V. has the right to invoice at regular intervals.
3. If the other party fails to pay an invoice on time the other party shall be in default by operation of the law. In that case the other party shall owe interest at 1% per month, unless the statutory interest is higher, in which case the statutory interest shall be due. The interest on the amount that is due and payable shall be calculated from the moment that the other party is in default up to the moment that the full amount owing has been paid.
4. Medcor Specials B.V. has the right to initially use the payments made by the other party to reduce the costs, then to reduce the outstanding interest and finally to reduce the capital sum and the ongoing interest.
5. Medcor Specials B.V. can, without being in breach, refuse an offer of payment if the other party designates a different sequence for the allocation of the payment. Medcor Specials B.V. can refuse the full repayment of the capital sum if such payment does not also pay in full the outstanding and ongoing interest and collection costs.
6. The other party is never entitled to offset the amounts it owes to Medcor Specials B.V.
7. Objections to the amount of an invoice do not suspend the obligation to pay. The other party who is not entitled to rely on Section 6.5.3 (Articles 231 up to and including 247 of Book 6 of the Netherlands Civil Code) is not entitled to suspend

payment of an invoice for another reason.

8. If the other party is in default or fails to meet its obligations (on time) all reasonable extrajudicial costs associated with obtaining payment shall be at the expense of the other party. The extrajudicial costs are calculated on the basis of that which is common practice in debt collection practice in the Netherlands, which is currently the calculation method according to the Voorwerk II report. However, if Medcor Specials B.V. has incurred higher collection costs that were reasonably necessary the actual costs incurred shall be eligible for payment. Any legal and enforcement costs shall also be recovered from the other party. The other party shall also owe interest on the collection costs that are due and payable.

Article 7 Retention of title

1. All goods supplied by Medcor Specials B.V. within the framework of the agreement remain the property of Medcor Specials B.V. until the other party has properly met all of its obligations under the agreement(s) concluded with Medcor Specials B.V.
2. Goods supplied by Medcor Specials B.V., that are covered by the retention of title by virtue of paragraph 1, may not be resold and may never be used as a means of payment. The other party is not authorised to pledge or in any other way encumber the goods that are subject to the retention of title.
3. The other party must always do everything it can be reasonably expected to do in order to safeguard the property rights of Medcor Specials B.V.
4. If third parties impose an attachment on goods delivered under retention of title or if they wish to attach or have rights imposed on them the other party is obliged to notify Medcor Specials B.V. of this immediately.
5. The other party undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft, and the other party must allow Medcor Specials B.V. to inspect this insurance policy on first request. In the event of an insurance payout Medcor Specials B.V. shall be entitled to these funds. Insofar as necessary, the other party undertakes towards Medcor Specials B.V. in advance that it shall provide assistance with all that may be (appear to be) necessary or desirable within that context.
6. In the event that Medcor Specials B.V. wishes to exercise its property rights referred to in this Article, the other party gives – in advance – its unconditional and irrevocable permission to Medcor Specials B.V. and to third parties appointed by Medcor Specials B.V. to enter all of those places where the property of Medcor Specials B.V. is located and to take possession of those goods.

Article 8 Guarantees, inspection and complaints, time limit

1. The goods to be supplied by Medcor Specials B.V. meet the normal

requirements and standards that can be reasonably specified for them at the time of supply and for which they are intended for normal use in the Netherlands. The guarantee referred to in this Article is applicable to goods that are intended for use within the Netherlands. In the event of use outside of the Netherlands the other party should personally verify whether these products are suitable for use there and whether the goods to be supplied meet the conditions that are specified there. In that case, Medcor Specials B.V. can specify other guarantee conditions and further conditions for the goods to be supplied or for the work that is to be undertaken.

2. The guarantee referred to in paragraph 1 of this Article is valid for a period of 30 days after delivery, unless a different period arises from the nature of that which is supplied or if the parties agree otherwise. Unless stated otherwise, if the guarantee granted by Medcor Specials B.V. concerns goods that were produced by a third party the guarantee is limited to the guarantee granted by the producer of the goods.
3. Every form of guarantee shall be cancelled if a defect is caused as a result of or which arises as a result of improper or incorrect use or use after the use-by date, incorrect storage or incorrect maintenance to that storage by the other party and/or by third parties when, without the written permission of Medcor Specials B.V. , the other party or third parties have made or have attempted to make modifications to the goods, when other goods which should not be attached were attached to the goods or if the goods were processed or adapted in a manner other than that which is specified and when the goods were provided with instructions and information inserts, etc., that were not issued by Medcor Specials B.V. The other party is also unable to claim against the guarantee if the defect has been caused by or is the result of circumstances which Medcor Specials B.V. is unable to control, including weather conditions (such as, though not limited to, extreme rainfall or extreme temperatures) etc.
4. With regard to the goods that are supplied, the other party is obliged to inspect them or have them inspected immediately at the moment they are made available to it or immediately when the relevant work has been completed. In addition, the other party should check that the quality and/or the quantity of the delivery match that which is agreed and meets the requirements that the parties have agreed in that respect. Any visible defects are to be reported in writing to Medcor Specials B.V. within seven days after delivery. Any non-visible defects must be reported in writing to Medcor Specials B.V. immediately, though in any event no later than within 14 days after they have been discovered. The report must contain the most detailed description possible of the defect so that Medcor Specials B.V. is able to respond properly. The other party must give Medcor Specials B.V. the opportunity of investigating the complaint or having the complaint investigated.
5. If the other party makes a complaint in a timely manner this shall not suspend its payment obligation. In that case, the other party remains obliged to accept

and pay for the remainder of the goods.

6. If a defect is reported late the other party shall no longer be entitled to repair, replacement or compensation.
7. If it is established that the goods are defective and a complaint has been lodged in time Medcor Specials B.V. shall, within a reasonable period after the return of the goods or, if that is not reasonably possible, after written notice of the defect has been received from the other party by Medcor Specials B.V., replace or ensure repair of the goods or pay to the other party replacement compensation for the goods, such being at the discretion of Medcor Specials B.V. In the event of replacement, the other party is obliged to return the replaced goods to Medcor Specials B.V. and to grant Medcor Specials B.V. ownership of them unless Medcor Specials B.V. indicates otherwise.
8. If it is established that a complaint is unfounded the costs that have arisen in relation to this, including investigation costs incurred by Medcor Specials B.V. shall be charged in full to the other party.
9. After the expiry of the guarantee period all costs for repair or replacement, including administration, shipping and call-out charges, shall be charged to the other party.
10. In deviation from the statutory time limit, the time limit for all claims against Medcor Specials B.V. and against the third parties involved in the performance of an agreement is one year.

Article 9 Liability

1. In the event that Medcor Specials B.V. may be liable this liability is limited to that which is stipulated in this provision.
2. Medcor Specials B.V. is not liable for damage of any kind that arises because Medcor Specials B.V. has assumed incorrect and/or incomplete information provided by or on behalf of the other party.
3. In the event that Medcor Specials B.V. may be liable for any form of damage the liability of Medcor Specials B.V. is limited to a maximum of twice the invoice value of the order, or that part of the order to which the liability relates.
4. In any event, the liability on the part of Medcor Specials B.V. is always limited to the amount paid out by its insurer in the relevant case.
5. Medcor Specials B.V. is only liable for direct damage.
6. Direct damage only means the reasonable costs for establishing the cause and the extent of the damage, insofar as the establishment relates to damage in the sense of these terms and conditions, any reasonable costs incurred for responding to the defective performance on the part of Medcor Specials B.V. under the agreement, insofar as this can be attributed to Medcor Specials B.V., and the reasonable costs incurred to prevent or mitigate damage and insofar as the other party is able to demonstrate that these costs have resulted in a mitigation of the direct damage as referred to in these general terms and conditions.

7. Medcor Specials B.V. is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stoppage.
8. The liability limitations contained in this Article are not applicable if the damage is the result of an intentional act or gross negligence on the part of Medcor Specials B.V. or its management and/or subordinates.

Article 10 Transfer of risk

1. The risk of loss, damage or value reduction transfers to the other party at the moment at which the goods are placed under the control of the other party.

Article 11 Indemnity

1. The other party indemnifies Medcor Specials B.V. against any claims by third parties who suffer damage in connection with the performance of the agreement and with regard to which the cause is attributable to other parties rather than Medcor Specials B.V.
2. If on that basis Medcor Specials B.V. is challenged by third parties the other party is obliged to assist Medcor Specials B.V. both outside and at court and to immediately do all that may be expected of it. In the event that the other party fails to take proper measures then, without being in default, Medcor Specials B.V. has the right to proceed to take measures itself. All costs and damage on the part of Medcor Specials B.V. and third parties caused by this shall be at the full expense and risk of the other party.

Article 12 Intellectual property

1. Medcor Specials B.V. retains the rights and authorities vested in it on the basis of the Copyright Act and other intellectual legislation. Medcor Specials B.V. has the right to use the knowledge it acquires through the performance of the agreement for other purposes insofar as with regard to this no strictly confidential information of the other party is made known to third parties.

Article 13 Governing law and disputes

1. All legal relationships in which Medcor Specials B.V. is a party are governed exclusively by Dutch law, even if an obligation is performed entirely or partially outside of the Netherlands or if the party involved in the legal relationship has or opts for domicile outside of the Netherlands. The applicability of the Vienna Sales Convention is excluded.
2. The court in the place of domicile of Medcor Specials B.V. is exclusively authorised to take cognizance of disputes unless the law contains alternative mandatory provisions. Nevertheless, Medcor Specials B.V. has the right to bring the dispute before the court that is deemed competent in law.
3. The parties shall only first refer to the court after they have made every effort to

settle the dispute through mutual dialogue.

Article 14 Location and changes to terms and conditions

1. These terms and conditions are lodged with the Chamber of Commerce in Lelystad under number 66265517 0000.
2. The latest version or the version applicable at the time of the formation of the legal relationship with Medcor Specials B.V. shall always be applicable.
3. The Dutch text of the general terms and conditions is decisive for their interpretation.