

MEDICAL PRECISION GENERAL TERMS AND CONDITIONS OF SALE

1 About Medical Precision

- 1.1 Medical Precision B.V. is a limited liability company existing under the laws of the Netherlands, with its registered office at Menno van Coehoornsingel 2, 8011 XA in Zwolle, the Netherlands and registered with the Dutch Chamber of Commerce under number 65034090.
- 1.2 To contact Medical Precision please send an e-mail to: info@medicalprecision.nl or call: +31 (0) 38 465 7169.

2 Definitions and interpretation

- 2.1 The capitalised words and expressions used in these General Terms have the meaning as defined below:

Confidential Information: means (i) all non-public technical or commercial know-how, trade secrets, inventions, specifications, processes or initiatives which are of a confidential nature and have been disclosed by one Party to the other Party and (ii) any other confidential information which the other Party may obtain that would be regarded as confidential by a reasonable businessperson, including the content of the Contract.

Contract: the sales contract between Parties, which is concluded in accordance with clause 3.1.

Customer: the legal entity or natural person acting in its trade or profession that with whom Medical Precision enters into the Contract.

DCC: Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*).

Delivery: has the meaning set out in clause 4.1.

Delivery Location: has the meaning set out in clause 4.1.

Direct Damages: means (a) the reasonable costs and expenses which Customer would have to incur to have Medical Precision's performance fulfil the Contract; (b) the reasonable costs and expenses incurred in determining the cause and extent of the damages insofar as such determination relates to damages described under sub (a); and (c) the reasonable costs and expenses incurred in preventing or reducing damages as described under sub (a) and sub (b).

Force Majeure Event: an event of force majeure within the meaning of article 6:75 of the DCC including, which regarding Medical Precision's performance includes, (a) any law or any action taken by a government or public authority, such

as an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent (b) war, fire, explosion or accident (c) pandemics and diseases and (d) the non-performance by its suppliers or subcontractors.

General Terms: these Medical Precision general terms and conditions of sale.

Notice of Defect Period: has the meaning set out in clause 5.3.

Notice of Rejection Period: has the meaning set out in clause 5.1.

Order: the written purchase order placed by Customer for the procurement of Products.

Parties: Medical Precision and Customer, individually also referred to as **Party**.

Medical Precision: Medical Precision B.V., as further described in clause 1.

Permitted Use: has the meaning set out in clause 11.1.

Products: the products as described in the Product Specification and, where the context requires, the actual products supplied under an Contract to Customer.

Product Specification: the product specification as notifying in writing by Medical Precision.

Warranty: means the warranty provided by Medical Precision under clause 8.1.

Warranty Period: means the period as set out in clause 8.1.

- 2.2 Unless expressly stated otherwise in these General Terms:
- a) "written" or "in writing" shall also include electronic communication by e-mail, internet or EDI;
 - b) definitions in singular include the plural and in the plural include the singular;
 - c) any terms and dates, except for payment terms, are indicative and shall not be deemed strict deadlines (in Dutch: *fatale termijnen*);
 - d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - e) references to clauses are to the clauses of these General Terms; and
 - f) reference to the Contract shall include a reference to the provisions of these General Terms.
- 2.3 In case of discrepancy between a provision in an Contract (excluding these General Terms) and a provision in the General Terms, the provision in the General Terms shall prevail and be applied.

3 Contracts

- 3.1 The Contract shall come into existence upon Medical Precision's acceptance of the Order in writing.
- 3.2 Medical Precision shall sell, as Customer buys, the Products to Customer as agreed in the Contract.

4 Delivery

- 4.1 Upon completion of the production of the Products and unless otherwise agreed between Parties in the Contract, Medical Precision shall deliver the Products to Customer, Ex Works (Medical Precision's facility in as set out in the Contract) within the meaning of the most recent version of the Incoterms (the **Delivery Location**) on the date communicated by Medical Precision to Customer in writing (**Delivery**).
- 4.2 If Customer fails to take Delivery of the Products, Medical Precision shall store the Products at Customer's risk until delivery takes place, and charge Customer for all related costs and expenses.
- 4.3 Medical Precision may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle Customer to suspend, reject or terminate any other instalment.
- 4.4 Customer shall comply with all applicable laws and regulations of the country for which the Products are destined.

5 Acceptance and notices

- 5.1 Customer may reject any Products delivered to it that do not comply with the Warranty, provided that notice of rejection is given to Medical Precision in the case of a defect that is apparent on normal visual inspection, within seven days of Delivery (the **Notice of Rejection Period**).
- 5.2 If Customer fails to give notice of rejection in accordance with clause 5.1, Customer shall be deemed to have accepted the Products.
- 5.3 In the case Customer finds a latent defect (i.e., a defect that was not apparent on normal visual inspection) with regard to the Products, Customers shall inform Medical Precision thereof within a reasonable time not exceeding fourteen days of the latent defect having become apparent (collectively referred to as the **Notice of Defect Period**).

6 Risk and ownership

- 6.1 The risk in the Products shall pass to Customer upon completion of Delivery.
- 6.2 Ownership of the Products shall not pass to Customer until Medical Precision receives payment in full for the Products and any other goods (including products sold pursuant to earlier Contracts) that Medical Precision has supplied Customer in respect of which payment has become due, in which case ownership of the Products shall pass at the time of payment of all such sums.

7 Price and payment

- 7.1 The price of the Products shall be the price set out in the Contract (which could be based on the prices for such

products as agreed in a distribution agreement or another form of master agreement).

- 7.2 Medical Precision may, by giving notice to Customer at any time before Delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
 - a) any request by Customer to change the Delivery Location, way of transportation or quantities of Products ordered; or
 - b) any delay caused by any instructions of Customer or failure of Customer to give Medical Precision adequate or accurate information or instructions.
- 7.3 Medical Precision may invoice Customer for the Products on or at any time after the completion of Delivery.
- 7.4 Customer shall pay the invoice in euros within fourteen days in full and in cleared funds at the bank account set out in the invoice.
- 7.5 Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

8 Quality

- 8.1 Medical Precision warrants that on Delivery and for a period until the best before date (collectively referred to as: the **Warranty Period**), the Products shall conform in all material respects with the Product Specification. The applicability of article 7:17 of the DCC is expressly excluded.
- 8.2 Subject to clause 8.3, if during the Warranty Period:
 - a) Customer gives notice in writing to Medical Precision within the Notice of Rejection Period or Notice of Defect Period respectively that the Product does not comply with the Warranty;
 - b) Medical Precision is given a reasonable opportunity of examining such Products; and
 - c) Customer (if asked to do so by Medical Precision) returns such Products to its place of business;Medical Precision, as its sole obligation and as Customer's sole remedy, shall at Medical Precision's option replace the defective Products or refund the price of the defective Products in full.
- 8.3 Medical Precision shall not be liable for the Products' failure to comply with the Warranty or otherwise, if:
 - a) Customer makes any further use of the Products after giving notice during the Notice of Rejection Period or Notice of Defect Period respectively;
 - b) the defect arises because Customer failed to follow the instructions as to the transportation, the storage and the use of the Products as notified by Medical Precision or (if there are none) good trade practice;
 - c) modifications or alterations to the Products by Customer or a third party without Medical Precision's written consent; or
 - d) the Products differ from the Product Specification due to changes made to ensure they comply with applicable statutory or regulatory requirements.

9 Termination for cause

- 9.1 Each Party has the right to terminate an Contract for cause (in Dutch: *ontbinden*), in whole or in part, by giving written

notice with immediate effect if any of the following events occurs:

- a) the other Party commits a breach of an essential obligation under the Contract if the breach is capable of remedy and notice is required, fails to remedy the breach within thirty days of a written notice of default. Parties acknowledge and agree that payment of invoices are an essential obligation; or
- b) any successful action or proceedings under any bankruptcy or insolvency law are taken against the other Party, either initiated by the Party itself or by a third party.

9.2 In case of termination (in Dutch: *ontbinding*) of an Contract, the applicability of articles 6:271 and 6:272 of the DCC is expressly excluded, meaning that the obligations received under the Contract cannot be revoked (in Dutch: *zijn geen voorwerp van ongedaanmaking*).

9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract respectively shall remain in full force and effect.

10 Limitation of liability

10.1 Medical Precision's liability to Customer regarding an Contract whether based on breach of contract, wrongful act, tort or otherwise (including any warranty and/or any strict liability) shall be for Direct Damages only and shall not exceed half the amount paid by Customer (exclusive of VAT) to Medical Precision under such Contract.

10.2 In case Parties' overall legal relationship is deemed a continuing performance agreement (in Dutch: *duurovereenkomst*) Medical Precision's total aggregate liability to Customer whether based on breach of contract, wrongful act, tort or otherwise (including any warranty and any strict liability) shall be for Direct Damages only and shall not exceed the amount paid by Customer (exclusive of VAT) to Medical Precision under such continuing performance agreement during the six months preceding the (first) event that gave rise to liability. A series of connected events shall be considered one single event.

10.3 Medical Precision's liability for other damages than Direct Damages is expressly excluded. Direct Damages shall in no event include indirect damages, consequential damages, lost profits (in Dutch: *gederfde winst*), lost savings (in Dutch: *gemiste besparingen*) or loss of goodwill.

10.4 All Customer's rights towards and claims on Medical Precision shall lapse (in Dutch: *vervallen*) by the mere expiry of twelve months.

10.5 All exclusions and limitations of Medical Precision's liability shall also apply for the benefit of any person (i) affiliated to Medical Precision and/or (i) who Medical Precision engages in the performance of the Contract. However, the applicability of article 6:254 of the DCC is expressly excluded.

10.6 Nothing in these General Terms excludes or limits damages (i) caused by intent (in Dutch: *opzet*) or wilful recklessness (in Dutch: *bewuste roekeloosheid*) of Medical Precision or its managerial staff (in Dutch: *bedrijfsleiding*) or (ii) for liability which cannot be excluded or limit pursuant to mandatory law.

10.7 Customer shall indemnify and hold Medical Precision harmless from any third party claim made against Medical Precision (i) for death or personal injury or (ii) for breach or non-compliance of applicable law or regulations arising out of or in connection with the use of the Products by or on behalf Customer.

11 Confidentiality

11.1 Customer shall:

- a) keep all Confidential Information secret;
- b) not use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under the Contract (the **Permitted Use**);
- c) not disclose any Confidential Information to any person except to its employees and then only to those who need to know it for the Permitted Use;
- d) not disclose or divulge Confidential Information to any third party without Medical Precision's prior express written approval; and
- e) ensure that its employees are aware of, and comply with, this clause 11.

11.2 Confidential Information shall not include that which is:

- a) in the public domain prior to the disclosure to Customer;
- b) is lawfully in Customer's possession prior to the disclosure by Medical Precision;
- c) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of Customer; or
- d) is independently developed by (an) employee(s) of Customer with no access to the disclosed Confidential Information.

11.3 If Customer develops or uses a product or a process which, in the reasonable opinion of and summarily evidence by Medical Precision, might have involved the use of any of the Confidential Information, Customer shall, at the written request of Medical Precision, supply to Medical Precision information reasonably necessary to establish that Medical Precision's Confidential Information has not been used or disclosed in order to develop or use that product or process.

11.4 Customer shall notify Medical Precision if it (or any of its employees connected with the performance of the Contract) becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to Medical Precision.

12 Miscellaneous

12.1 Subject to clause 12.4, any amendment to the Contract (or of any of the documents forming a part of it) is not valid unless it is in writing and signed by or on behalf of each Party.

12.2 If any provision of the Contract or part thereof is rendered void, invalid or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid or unenforceable to that extent solely and it shall in no way affect or prejudice the enforceability of the remainder of the Contract. Parties shall replace the void, invalid or unenforceable provision with a valid provision, the effect of which shall be as close as

possible to the intended effect of the void, invalid or unenforceable provision.

12.3 A Party which is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event shall not be in breach or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations under the Contract shall be extended accordingly.

12.4 Medical Precision have the right to amend these General Terms unilaterally by notifying Customer in writing. The amended version of the General Terms shall apply upon Customer's receipt of the notice, or any other time as indicated by Medical Precision in writing.

13 Governing law and jurisdiction

13.1 These General Terms and the Contract shall be governed by and construed in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.

13.2 All disputes arising out of or in connection with the Contract will be resolved by the competent court in Zwolle, the Netherlands.