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Article 1: Definitions

In these Purchase Conditions these terms have the following definitions:

- a. Client: MeduProf-S Holding B.V. or one of its subsidiaries, limited liabilities or companies.
- b. Supplier: a natural or legal person that supplies goods and/or services to Client, or whom the Client is considering concluding an Agreement with pertaining to these.
- c. Purchase Conditions: these Purchase Conditions of MeduProf-S Holding BV.
- d. In writing: in these Purchase Conditions messages sent by e-mail¹ are considered to be equal to written documents. Messages sent by fax will explicitly **not** be considered as such.
- e. Electronic: electronic data traffic is defined as sending and receiving messages through the internet, with due observance of any further conditions laid down by MeduProf-S.
- f. Offer: the Offer In writing from the Supplier to the Client for the supply of a certain amount of goods, services and/or work against a certain price.
- g. Order: the assignment for the Delivery or acceptance of the Supplier's Offer by the

Client. The Order will result in the Agreement, provided the acceptance was given by a person working for the Client authorised to do so.

- h. Agreement: the arrangements made between the Client and Supplier laid down In writing with respect to the Delivery of goods, services and/or work.
- i. Delivery: the bringing into the possession or under the authority of the Client respectively, of one or more goods, and/or any installation and assembly of these goods, or the completion of the services and work, irrespective of the title.

Article 2: Applicability

- 2.1. These Purchase Conditions apply to all requests and tenders and all orders given by the Client and to all Offers made by the Supplier to the Client, including any Agreement under which the Supplier will deliver a performance to the Client.
- 2.2. Any deviations from these Terms and Conditions will be valid only if they have been explicitly agreed, In writing, between the Supplier and the Client. Any deviation from these Purchase Conditions will always require prior permission, In writing, from the Client's Executive Board.
- 2.3 The Supplier's Purchase Conditions will not be applicable, unless it has been explicitly agreed otherwise, In writing.
- 2.4 The applicability of the 'United Nations convention on Contracts for the International Sale of Goods' (the Vienna Sales Convention) is excluded.
- 2.5 The English version of these Purchase Conditions will prevail over any translation.

Article 3: Offers, coming about and amendments of the Agreement

- 3.1. The Supplier's Offers to the client are deemed to be valid for at least three months after its date, unless parties agreed otherwise In writing or Electronically. The Offers made by the Supplier are deemed to be irrevocable.
- 3.2. The Supplier will be held to inform the Client of any (coming) price reductions, even if the Agreement between them has already been concluded.

¹E-MAILS ARE EXPLICITLY DEFINED AS THE ELECTRONIC VERSION AND NOT THE PRINTED ONE.

- 3.3. Any cost related to the Offer, including those related to the necessary samples, will be at the Supplier's expense.
- 3.4. The Client will not return any of the documentation and samples it received from the Supplier with the Offer.
- 3.5. The price referred to in the Offer is fixed and expressed in euros. It is deemed to concern all costs incurred with the Delivery of goods, services and / or work at the place indicated by the Client, with the exclusion of VAT. These costs include expenses, taxes, excises and levies that are related, amongst other things, to production, transport, insurance, import and export.
- 3.6. The Agreement will be concluded by the Client's acceptance In Writing or Electronically of the Supplier's Offer made In writing.
If, however, the Order is sent after the expiry of the term mentioned under 3.1 (whereby the date of the postmark is the defining date in compliance with the dispatch theory) or if deviations from the Order are not on minor issues only, the Agreement will have come about in accordance with the Order, unless the Supplier rejects the Order, In writing, within fourteen days (14) after its date.
- 3.7. If the Supplier has not submitted an Offer or made an oral Offer, the Agreement will be concluded after the Supplier's acceptance, In writing, of the Client's Order In writing, within fourteen days after its date.
- 3.8. Amendments of or supplements to the Agreement can only be made In writing and by mutual consent.

Article 4: Execution of the Agreement and Delivery

- 4.1. The Supplier must deliver the goods, services and/or work in the agreed form, quantity and quality on the agreed date and at the agreed location.
- 4.2. The Supplier may only contract out the execution of the entire or part of the Agreement to third parties after having obtained prior permission from the Client, In writing. The Client will not withhold the permission on unreasonable grounds, though it may subject it to further conditions.
- 4.3. The term of Delivery or time of Delivery agreed between the Client and the Supplier must be considered as a deadline, unless force majeure referred to in section 6:75 Dutch Civil Code has occurred.

- 4.4. The goods, services and/or work are deemed to have been delivered at the moment when the Supplier has delivered them at the place designated by the Client and the Client may freely dispose of these goods, services and/or work there. In the case of the Delivery of services and/or work, the moment when the services or the work have been completed is considered to be the moment of Delivery.
- 4.5. Partial Deliveries will not be allowed, unless the Client has given its permission In writing.
- 4.6. If the Supplier can reasonably foresee that it will not be able to meet its obligations to the Client timely, it must inform the Client immediately of its inability, including the reasons why this is the case and subsequently send a confirmation In writing. The Supplier's announcement does not discharge it of its obligations with respect to the deadline.
- 4.7. The Supplier must make available, In writing or Electronically, all information, documentation, inquiries, instructions etc. the Client may reasonably need to enable it to benefit optimally from the goods, services, and/or work

Article 5: Acceptance

- 5.1. The Delivery of the goods, services and/or work as described above in article 4 may not be considered as the Client's acceptance.
- 5.2. The Client will inspect the goods, services and/or work with respect to their nature, condition, quality and quantity and also establish whether the goods, services and/or work meet the arrangements made by the parties within thirty (30) days after Delivery.
- 5.3. The inspection may include the testing and/or sampling of the goods.
- 5.4. The Client will inform the Supplier within a reasonable term whether it has accepted the goods, services and/or work. If the Client fails to inform the Supplier of its acceptance within a reasonable term In writing, it is deemed to have accepted the goods, services and/or work.
- 5.5. In the case that the goods and/or services are kept in stock or that the goods, services and/or work are not used right away, making it impossible, reasonably speaking, to carry out an inspection, the term referred to in article 5.2 will only start to run at the moment when the Client actually starts using them.
- 5.6. The Client will inform the Supplier as soon as possible of its rejection of goods,

services and/or work. When it does so, it must make its complaints sufficiently clear. The Client is entitled in this case to return the goods, services and/or work supplied, including the goods, services and/or work that were tested or of which samples were taken. The costs incurred with this return will be at the Supplier's expense.

If returning the goods, services and/or work is reasonably speaking impossible, the Client will keep them at the Supplier's expense and at its risk.

Article 6: Risk

- 6.1. The goods, services and/or work to be delivered or delivered are and will remain at the Supplier's risk until the moment when they have been accepted by a person authorised to do so and in compliance with the provisions laid down in article 5 above.
- 6.2. The Supplier must ensure that the person accepting the goods, services and/or work is authorised to do so.
- 6.3. Without prejudice to the previous provisions, the goods, services and/or work made available by the Client to the Supplier for, i.e. reparation, working or processing by the Supplier, will be at the Supplier's risk.
- 6.4. Considering the previous, the Supplier must take out an insurance and take other precautions to prevent or restrict the destruction or loss of the goods, services and/or work.

Article 7: Property, Intellectual property rights and other rights

- 7.1. The property of or the rights to (enjoy) the goods, services and/or work will be transferred to the Client after their acceptance in accordance with article 5 of these Purchase Conditions, unless parties have agreed otherwise In writing.
- 7.2. If the Client's Order for the goods, services and/or work results in the creation of a literary work (including software), science or art, the Delivery to the Client will also include the related copyright.
Unless parties have agreed otherwise In writing, all intellectual (property) rights – including copyright and patents- that can or will be executed with respect to the results of the Agreement will be held by the Client. When the Client has met all its financial obligations under the Agreement, all these rights will be transferred by the Supplier to the Client by virtue of these

Purchase Conditions. This transfer of rights is already accepted by the Client on entering into the Agreement promptly on the moment when these rights will arise. Furthermore, all intellectual (property) rights – including copyright and patents- that arise in the course of the execution of the Agreement by the Supplier must be transferred to the Client by the Supplier. This transfer of rights is already accepted by the Client on entering into the Agreement promptly on the moment when these rights arise. If a further deed is required for the transfer of these rights, the Supplier will lend its cooperation, at the Client's first demand, for the transfer of these rights, without subjecting its cooperation to any (further) conditions. Any cost related to the establishment of certain intellectual (property) rights are at the Supplier's expense. The Client will irrevocably authorise the Supplier to have these intellectual (property) rights entered into the appropriate registers.

- 7.3. Any retention of title clauses made by the Supplier will not be applicable. The Client explicitly rejects such reservation. The Supplier accepts this rejection explicitly hereby.

Article 8: Payment

- 8.1. The Client will pay the Supplier's invoice within thirty (30) days after its receipt. If the invoice is received before the Delivery of the goods, services and/or work is finalised within thirty (30) days, the Client will pay the invoice after the completion of the Delivery.
The invoice can be received by regular mail, e-mail and Electronically, the latter only in the format established by MeduProf-S. A combination of the dispatch and receipt theory applies here.
- 8.2. The Supplier must send its invoice to the Client's Finance Department. It must be sent in the name of the contact given by the Client. Furthermore, the invoice must specify the Client's order number and the goods, services and timesheets.
- 8.3. Invoices that do not meet these standards will not be processed and will be returned.
- 8.4. Payment must not be considered as acceptance according to article 5 of these Purchase Conditions and will not harm the Client's right to demand compliance with the Agreement.
- 8.5. This article will leave intact any of the rights the Client may have, including suspension, the exercise of the right of retention, dissolution and set-off.

8.6. If the Client fails to meet its obligations to pay, it will not be held to pay more than the statutory interest. This will only be due after having been granted a reasonable term in writing by the Supplier enabling it to meet its obligations yet.

Article 9: Guarantee

- 9.1. The Supplier gives the guarantee that all goods, services and/or work supplied are as agreed and are, among other things, of good quality, new (unless otherwise agreed), without faults and suitable for the purpose for which they are meant. Furthermore, they are made of good materials and meet all the appropriate Dutch and European laws and regulations, including the safety and quality standards and environmental norms prevailing in the industry.
- 9.2. The Supplier guarantees that the goods and/of work supplied will be free of manufacturing or constructional defects, design errors and defective materials during at least one year after the acceptance according to article 5. The Supplier gives a guarantee with respect to the services delivered during at least one year after their Delivery.
- 9.3. The guarantee period referred to in article 9.2 will be extended by the period during which the goods, services and/or work cannot be used according to their purpose due to defects or unsuitability imputable to the Supplier. If the goods, services and/or work or parts of it are repaired or replaced, the full guarantee period will apply again to these goods, services and/or work or parts of them.
- 9.4. Furthermore, the Supplier gives the guarantee that the goods, services and/or work supplied by it do not in any way infringe the rights of third parties, including intellectual property rights such as copyrights, patents and trademarks. Therefore the Supplier will indemnify the Client from any third party claims in this respect.

Article 10: Liability

- 10.1.a If the Supplier fails to meet its obligations by virtue of this Agreement and/or these Purchase Conditions, it will be in default (by operation of law) without any further notice of default being required. It will be held to compensate all damage suffered by the Client, unless there is a case of force majeure as referred to in section 6:75 Dutch Civil Code.

- 10.1.b In case of force majeure in the sense of section 6:75 Dutch Civil Code on the part of the Supplier, the Supplier may suspend the execution of its obligations by virtue of the Agreement, provided the Supplier informs the Client in writing within twenty-four (24) hours after the occurrence of the force majeure stating the cause of the force majeure. The Client will be entitled to dissolve the Agreement in writing within eight (8) days after the receipt of the notification, without this act giving rise to any right to compensation, or to arrange with the Supplier a period during which the parties suspend the performance of the obligations agreed while waiting for the discontinuation of the force majeure, if any.
- 10.1.c When the force majeure has lasted for two months or when it was foreseen at the beginning that it would last more than two months, the Client will be entitled to dissolve the entire Agreement or parts of it in writing or Electronically without any court intervention being required and without it being held to pay any damages.
- 10.1.d The Supplier must, as far as this can be reasonably desired, remove or have removed every cause of force majeure as soon as possible.
- 10.1.e All judicial and extra-judicial cost incurred by the Client as a result of the non-performance of the Supplier will be borne by the Supplier.
- 10.2 Force majeure includes the situation when the Supplier faces a strike organised by a recognised union and it is impeded in meeting its obligations due to acts or the omission of acts by a (local) government.
- 10.3 Force majeure is not defined as the failure of third parties employed by the Supplier to meet their obligations to the Supplier, unless this failure is caused by force majeure.
- 10.4 The Supplier will indemnify the Client from any third party claims for the compensation of damage that is suffered as a result or in connection of the performance of the Agreement. Third parties also include the Supplier's staff and those who work for the Supplier.

Article 11: Insurance

- 11.1. The Supplier must take out an insurance that provides adequate cover for its liability arising from the law and/or

this Agreement to the Client. Furthermore, the Supplier will also take out an insurance to cover all insurable risks that may disturb its operations at the usual conditions.

11.2. The Supplier will also take out an insurance that provides cover for damage to the goods and/or work it holds for the Client by virtue of this Agreement, including the damage as a result of incorrect or inadequate working, for the duration of the period that it holds these goods and/or work.

11.3. At the Client's first request, the Supplier will submit all evidence related to the insurance, including any documents evidencing its (timely) payment of the insurance premium.

Article 12: Secrecy

12.1. All information, regardless of its form, which is exchanged or has already been exchanged by the parties in relation to (any) coming about of the Agreement or during the Agreement, which they have made mutually available for inspection or which they have faced or came to their knowledge will be deemed as confidential by the parties. This information will be called 'confidential information' below.

12.2. Parties will not use, copy or record this confidential information, for any other purpose than the one for which it was provided to them.

12.3. Parties may not provide confidential information to third parties in one way or other, unless they have obtained permission in writing from the other party.

12.4. Furthermore, parties must ensure that only those staff members who are involved in the coming about of the Agreement, if any, or its execution will have access to the confidential information. Staff who are not involved will be qualified as a third party in the sense of paragraph 3 of this article.

12.5. If one of the parties acts in violation of this Agreement it will forfeit a penalty of fifty-thousand (50,000) euros per violation, which is immediately due and is not subject to set-off, and irrespective of the other party's entitlement to recover the damage that was suffered or is going to be suffered. An act in violation of this Agreement by an employee or a third party employed by one of the parties is considered as an act by the relevant party.

12.6. This pledge of secrecy will end after five years after the coming about of this

Agreement. In the case that the parties, eventually, did not conclude an Agreement, it will remain valid for five years after this was established.

Article 13: Suspension/right of retention/set-off

The Supplier may not suspend its obligations to the Client and subject any asset of the Client or anything that is subjected to some claim or other of the Client to the right of retention, nor is the Supplier entitled to any set-off.

Article 14: Continuing performance contract

14.1 The Client may cancel a continuing performance contract concluded with the Supplier without giving any reasons, in writing, subject to a three (3) months' notice, at all times, unless parties have explicitly agreed otherwise.

14.2. Price adjustments can only be passed on to the Client if it has been timely notified and the Client approved them in writing.

Article 15: Termination

The Client may, without being held to pay damages and without prejudice to the other rights it has and without a default notice or court intervention being required, cancel or dissolve the entire Agreement or part of it at any given moment with immediate effect, by sending a notice in writing to the Supplier, or suspend any (further) execution of the Agreement by the Supplier if:

- a. the Supplier is declared bankrupt,
- b. a petition is made for the Supplier's bankruptcy or if the Supplier has filed a petition for its own bankruptcy,
- c. the Supplier is granted (temporary) suspension of payment;
- d. a settlement is made with the Supplier's creditors;
- e. the Supplier can no longer dispose over (a substantial part of) its assets, for example, due to its assets being subject to seizure;
- f. the Supplier proceeds to cease its operations or a substantial part of it, including the winding up of its company or if its company becomes part of another company already existing or to be established;
- g. the decision is made to dissolve the legal person, if the Supplier is a legal person;
- h. the Supplier renounces the rights to its estate;
- i. third parties, not being group companies or subsidiaries as referred to in sections

- 2:24b and 2:24a Dutch Civil Code, acquire direct or indirect control over the Client's activities;
- j. the Supplier fails to meet or does not fully meet some obligation arising from the law or the Agreement or acts contrary to the Agreement and/or the Purchase Conditions.

intentions. If the inadmissible provision cannot be defined as a core provision, the Client will replace it, in compliance with article 17.4, with a new provision that corresponds as much as possible with the intent of the original provision.

Article 16: Assignment

The Supplier may not assign (the rights and obligations arising from) the Agreement, fully nor partially, without the Client's prior permission. The Client will not withhold this permission on unreasonable grounds and it may subject it to certain conditions.

Article 17: General provisions

- 17.1. The Agreement and these Purchase Conditions are governed by Dutch law.
- 17.2. All disputes arising from the Agreement will be exclusively brought before the competent court of Breda, on the understanding that the Client may bring the dispute before the competent court of the state or place of residence of the Supplier.
- 17.3. If the Client, for reasons of its own, renounces any right or meets the Supplier's wishes in some way, these concessions will be restricted to the special circumstances of the case and will not affect the rights the Client may have in other circumstances.
- 17.4. The Client will reserve the right to amend or supplement these Purchase Conditions. Changes and supplements will be announced in writing to the Supplier and will become effective at the moment to be decided by the Client. If the change leads to an unfavourable position for the Supplier, it may cancel the Agreement within fourteen (14) days after the announcement of the change with effect of the date when the new Purchase Conditions have become effective.
- 17.5 If one or more of the provisions of the Agreement that is governed by these Purchase Conditions deviate from these Purchase Conditions, the provisions of the Agreement will prevail.
- 17.6 If one or more parts of the Agreement and/or these Purchase Conditions are declared inadmissible, the remainder of the Agreement and/or the Purchase Conditions will remain fully in place. If the inadmissible condition concerns a core provision, the Client and Supplier will agree to a new provision that corresponds as much as possible with the parties'