

## **TERMS & CONDITIONS INNOPART MEDPRO B.V.**

1. These general Terms and Conditions of Delivery and Payment apply to the preparation, content and performance of all agreements entered into with Innopart Medpro B.V., in which Innopart Medpro B.V. acts as (potential) supplier of goods and/or services. These Terms and Conditions also apply to agreements entered into hereafter. The applicability of other terms and conditions is expressly excluded. Any deviations from these Terms and Conditions must be agreed in writing and apply exclusively to the agreement concerned.
2. The term "the other party" in these Terms and Conditions means any natural person or legal entity that has entered or intends to enter into an agreement as meant in subsection 1 of this section with Innopart Medpro B.V..

### **OFFERS**

1. All offers from Innopart Medpro B.V. shall be completely without engagement.
2. In the case of composite quotes, partial orders cannot be guaranteed at a proportional price.
3. All specifications shall be given as accurately as possible, but should always be seen as an approximation only, without any obligation of conformity. The same applies to all samples, catalogues, drawings, models, budgets, plans and other documents. All materials and information provided as part of an offer shall remain the property of Innopart Medpro B.V. and must be returned to Innopart Medpro B.V. postage-paid at its first request.
4. If, having requested a offer, the other party does not wish to enter into an agreement, Innopart Medpro B.V. shall be entitled to charge all expenses incurred in connection with the offer to the other party.

### **AGREEMENTS**

1. An agreement shall not become effective until it has been accepted in writing by Innopart Medpro B.V., or Innopart Medpro B.V. commences performance of the agreement.
2. The text of the contract and/or the order confirmation shall include the entire agreement. Additions and/or amendments to the agreed performances shall only take effect upon written acceptance by Innopart Medpro B.V., or after Innopart Medpro B.V. has commenced such performance. Innopart Medpro B.V. shall be entitled to charge for all additions and amendments at the prevailing rates and adjust the agreed delivery time accordingly.
3. The other party shall be obliged to supply Innopart Medpro B.V. with all relevant information, documents and materials which may reasonably considered to be necessary for the proper performance of the agreement, both prior to and during the performance of the agreement.
4. If it is of the opinion that the involvement of such parties will be conducive to the proper performance of the agreement, Innopart Medpro B.V. shall be entitled to involve third parties in the performance of the agreement.
5. In the case of agreements involving more than one person, each of them shall be jointly and severally liable.

### **PRICES**

1. The prices stated are for delivery from Innopart Medpro B.V. 's warehouse/offices (ex works), are excluding VAT and other levies imposed by the government, and also exclude costs not specifically stated in the agreement, such as packaging, transport, loading and unloading, installation, assembly and insurance.
2. If wages or costs of production or materials should increase after the agreement has been concluded, Innopart Medpro B.V. shall be entitled to charge such increases on to the other party. In the case of increases in excess of 10% within three months of the conclusion of the agreement, Innopart Medpro B.V. shall notify the other party in advance. The other party shall then be entitled to cancel the agreement in writing at no cost, unless Innopart Medpro B.V. nevertheless wished to continue the agreement at a reduced rate, or without an increase.
3. Unless stated otherwise, all prices are in Euro. Exchange rate fluctuations shall be charged on to the other party.

### **CANCELLATION**

1. In the event that the other party wishes to cancel the agreement, Innopart Medpro B.V. shall be entitled to charge 25% of the agreed overall price as cancellation costs. Innopart Medpro B.V. reserves the right to claim compensation in full for all losses of capital and other losses. Innopart Medpro B.V. shall never be obliged to accept a cancellation.

### **DELIVERY**

1. All deliveries shall be from Innopart Medpro B.V. 's warehouse/offices (ex works). The risk transfers to the other party at the moment of delivery. Goods shall be considered to have been delivered as soon as they are ready for transport at Innopart Medpro B.V. 's premises. Services shall be considered to have been delivered as soon as Innopart Medpro B.V. has notified the other party.
2. If the goods and/or services to be delivered consist of separate components, Innopart Medpro B.V. shall be entitled to make partial deliveries and to invoice for each such partial delivery separately.
3. Innopart Medpro B.V. shall be entitled to deliver goods which differ slightly from the agreement, provided this results in an equal or better result for the other party.
4. In the case of continuing agreements and delivery on call, the other party shall be obliged to accept the agreed quantity of products and/or services within the agreed period, and if no period has been set within 6 months of the conclusion of the agreement. In the case of delivery on call, the other party shall be obliged to allow Innopart Medpro B.V. a reasonable term of delivery of at least 10 working days.
5. The terms of delivery stated have been estimated as accurately as possible, and Innopart Medpro B.V. shall make every effort to comply with them; however, they should only be regarded as approximate. The term of delivery shall commence only upon receipt of all relevant information, materials, advance payments and confirmation of L/Cs.
6. Innopart Medpro B.V. shall inform the other party if the term of delivery is likely to be exceeded, and state the new delivery time. If Innopart Medpro B.V. fails to do so, the other party may set a reasonable new delivery time in writing. If a term of delivery is exceeded, Innopart Medpro B.V. shall never be liable to pay any compensation whatsoever; however, after a period of four weeks following written notice of default, the other party shall be entitled to (partially) dissolve the agreement in writing if the late delivery is attributable to Innopart Medpro B.V. and performance of the non-fulfilled part of the agreement cannot reasonably be expected of the other party.

7. The other party shall be obliged to accept the goods. Should the other party fail to accept the goods delivered in time, Innopart Medpro B.V. shall be entitled to store the goods or have them stored at the other party's risk and expense, and/or to consider the agreement null and void after a period of seven days, and to charge the other party accordingly.

#### **PACKAGING MATERIALS**

1. Packaging materials will be charged for on the invoice separately. The amounts involved will be retransferred only if the packaging materials are returned postage-paid to Innopart Medpro B.V., undamaged and cleaned within a week of delivery.

#### **TRANSPORT**

1. At the request of the other party or if the proper performance of the agreement so requires, Innopart Medpro B.V. may arrange for the transport of the goods delivered to the other party's registered address or another address specified by the other party.
2. All transport shall be at the risk and expense of the other party. Innopart Medpro B.V. advises the other party to take out adequate insurance at all times.
3. The means of transport, transporter, packaging and route shall be determined by Innopart Medpro B.V. in its best estimation, unless the other party has given explicit instructions in this respect and agreed to bear any additional costs involved.

#### **FORCE MAJEURE**

1. Upon the occurrence of circumstances which are beyond the control of Innopart Medpro B.V. or make the normal performance of the agreement impossible or unreasonably onerous, the parties' obligations to one another shall be suspended until such circumstances no longer exist.
2. "Force majeure" shall be considered to include catastrophes, natural disasters, government measures, war, riots, strikes, unusual stagnation in production or transport, exceptional sickness absenteeism, and any other unforeseen circumstances which affect the operations of Innopart Medpro B.V. and/or its suppliers.
3. Should the situation of force majeure last for longer than three months, either party shall be entitled to dissolve the agreement in writing. Following dissolution, Innopart Medpro B.V. shall be entitled to invoice the other party for the performance delivered by Innopart Medpro B.V. prior to the situation of force majeure. The parties shall not be entitled to any form of compensation in this respect.

#### **RETENTION OF TITLE**

1. All goods delivered shall remain the property of Innopart Medpro B.V. until the other party has performed in full all its obligations to Innopart Medpro B.V. by virtue of any deliveries made and to be made, including the obligations arising from the failure to fulfil any undertakings.
2. The other party shall be obliged to keep all goods recognisably as being the property of Innopart Medpro B.V., and to store these separate from other, similar goods.
3. Until the property transfers to the other party, the other party shall not be entitled to create any rights in respect of the goods delivered or to give the goods in use to a third party under any title whatsoever.
4. If the goods delivered are to be processed, altered or mixed, Innopart Medpro B.V. shall immediately acquire a right of co-ownership to the good/goods they are incorporated in, up to an amount equal to the value of the goods delivered.
5. The other party shall be entitled to use or sell the goods delivered only in the course of its normal business operations and in accordance with their purpose. In the event of the re-sale of goods which still are the property of Innopart Medpro B.V., or of goods to which Innopart Medpro B.V. has a right of co-ownership, the other party shall be obliged to claim a similar retention of title as included in these Terms and Conditions. Furthermore, Innopart Medpro B.V. shall, at the moment of delivery following such re-sale, acquire a non-possessory pledge in respect of the amounts receivable by the other party from its customer, and have the right to notify the customer of this pledge and demand and receive payment.
6. In the event that the other party fails to fulfil any contractual obligation on time, or has been or is liquidated or dies or applies for a moratorium judicial postponement of payment of debts, or a petition for its winding up or bankruptcy is or has been filed, Innopart Medpro B.V. shall be entitled to consider the agreement cancelled by the other party and to demand the return of all goods not or not fully paid for as its property, without notice of default or judicial intervention being required.
7. Following cancellation and repossession of goods, Innopart Medpro B.V. shall be entitled to charge cancellation and repossession costs to the other party, without prejudice to its right to compensation for all loss of capital and other losses.
8. The other party shall immediately give Innopart Medpro B.V. at its first request all information and assistance required to enforce rights of pledge and enable Innopart Medpro B.V. to gain repossession, subject to a penalty of EUR 1,000 per day. The other party herewith authorises Innopart Medpro B.V. irrevocably to enter all sites and buildings where its goods may be stored, or to have a third party enter these.

#### **INDUSTRIAL PROPERTY RIGHTS**

1. Innopart Medpro B.V. shall retain all industrial and/or intellectual property rights on deliveries, relating to drawings, models, brands, copyright, product specifications, designs, software, etc. By entering into an agreement the other party agrees to refrain from all breaches of Innopart Medpro B.V. 's industrial/intellectual property rights, even if no registration of such has taken place, as well as to make every effort to prevent or terminate breaches by third parties. The other party is not allowed to use acquired information in any other way but in the proper performance of the contract.
2. The other party is not allowed to alter goods delivered in whole or in part or provide them with another brand name or packaging.

3. The other party guarantees that the assignment or information it has provided does not breach any rights of third parties or statutory regulations, and fully indemnifies Innopart Medpro B.V. against all claims by third parties.

#### **GUARANTEE**

1. Innopart Medpro B.V. will only provide a guarantee if this is agreed upon in writing. Any manufacturers' warranties on goods acquired from third parties will be provided to the other party subject to the applicable regulations.
2. The guarantee provided expires if the other party uses the goods delivered other than in accordance with the instructions and for their purpose, or does not properly use, maintain, repair or alter them, or fails to fulfil its obligations under the agreement.

#### **COMPLAINTS**

1. The other party is obliged to check all goods and services immediately upon receipt for visible defects, damage and shortcomings, and to report such to Innopart Medpro B.V. immediately in writing. All other complaints concerning goods or services delivered or invoices must be reported to Innopart Medpro B.V. in writing within 8 days. The grounds for the complaint must be stated in full detail.
2. If no complaint is received within the above period and/or when the goods delivered are processed, the delivery or invoice shall be considered to have been accepted and all rights to lodge complaints in this respect shall lapse.
3. Deviations from the quality of delivery common in the Netherlands must be agreed in writing in advance. Minor and/or usual deviations in the quality or quantity of deliveries (including quantity, dimensions, selection, colour, weight, version or design) shall never be grounds for any complaint.
4. If a complaint is judged by Innopart Medpro B.V. to be founded, the other party's obligations to pay will be suspended, but only in relation to the performance or partial performance concerned. Innopart Medpro B.V. shall deliver the agreed performance within a reasonable term unless Innopart Medpro B.V. chooses to credit the other party for the performance or partial performance concerned.
5. If Innopart Medpro B.V. rejects a complaint lodged within the prescribed period, and the other party presses its claim, Innopart Medpro B.V. is entitled to have an independent expert or inspection institute draw up a report. Such report shall be binding on both parties and the costs involved shall be for the account of the party which is found to be in the wrong.
6. In the case of unfounded or late complaint, Innopart Medpro B.V. shall be entitled to charge all costs incurred in this respect to the other party.
7. The return of goods delivered shall take place at the risk and expense of the other party, subject to the prior written approval of Innopart Medpro B.V. and the conditions set by Innopart Medpro B.V. in this respect.

#### **LIABILITY**

1. All goods and services shall be delivered by Innopart Medpro B.V. to the best of its ability, though Innopart Medpro B.V. will only accept liability for direct loss or damage which is the direct result of gross negligence or intent on its part. Indirect loss or damage, loss of profit, loss of goodwill and loss or damage to third parties shall never be eligible for compensation. The other party is advised to take out sufficient insurance.
2. All advice is issued by Innopart Medpro B.V. in good faith, but remains free of obligation and Innopart Medpro B.V. accepts no liability for the consequences.
3. In all cases, Innopart Medpro B.V. 's liability is limited to reasonable compensation for the loss or damage sustained, with a maximum of the agreed price for the delivery or partial delivery concerned.
4. Loss or damage must be notified to Innopart Medpro B.V. in writing within ten days of discovery, failing which all rights to compensation shall become extinct. All claims for compensation shall become void by prescription upon the expiry of a twelve-month period commencing the date of notification.
5. The other party shall be obliged to indemnify Innopart Medpro B.V. against all claims for compensation by third parties.
6. All employees of Innopart Medpro B.V. and third parties brought in by Innopart Medpro B.V. may refer to these provisions, as if they themselves were party to the agreement.
7. The stipulations in this section shall apply to the liability of Innopart Medpro B.V., undiminished by imperative law.

#### **DEFAULT AND DISSOLUTION**

1. In the event that the other party fails to fulfil any contractual obligation on time, or has been or is liquidated or dies or applies for a moratorium judicial postponement of payment of debts, or a petition for its winding up or bankruptcy is or has been filed or its assets are attached, all amounts owed by the other party to Innopart Medpro B.V. shall become immediately payable in full and Innopart Medpro B.V. shall have the right to dissolve all agreements without notice of default or judicial intervention being required, to suspend further deliveries and/or claim payment in full of all receivables, without prejudice to Innopart Medpro B.V. 's right to compensation in full for all loss of capital and other losses.

#### **RETENTION**

1. Should the other party fail to fulfil its obligations, or to provide adequate security, Innopart Medpro B.V. shall have the right to retain all goods which are in its custody and control on behalf of the other party.

#### **PAYMENT**

1. All payments must be transferred to a bank or giro account to be stated by Innopart Medpro B.V. within 30 days of the date of invoice. The other party is not entitled to any suspension, reduction or set-off unless specifically agreed to by Innopart Medpro B.V. in writing.
2. The other party shall be in default, without notice being required, by the mere failure to observe the agreed payment period; all discounts granted shall immediately lapse with retrospective effect.
3. Payments must be made in the currency specified in the agreement or, if no currency is stated, in the currency in which the invoices are drawn up.

4. All payments - irrespective of other instructions - shall be applied as follows: first (extra-)judicial and other legal costs incurred, subsequently interest due and then the oldest invoice outstanding.
5. On first request of Innopart Medpro B.V., both prior to and following the conclusion of each agreement, the other party is obliged to provide in, and if necessary supplement, all securities in any by Innopart Medpro B.V. requested form, to ensure the correct fulfilment of all obligations of the other party. If the other party does not provide in the requested securities within a fortnight after Innopart Medpro B.V.'s written request, Innopart Medpro B.V. is entitled to postpone all its obligations and all amounts owed by the other party to Innopart Medpro B.V. shall become immediately payable in full.

#### **INTEREST AND COSTS**

1. In the event that the agreed payment term is exceeded, the other party shall be liable to pay interest at a rate of 1% per month on all outstanding amounts, with part of a month being counted as a whole month.
2. All collection charges shall be for the other party's account. The extrajudicial costs will amount to at least 15% of the total claim including interest. The judicial costs include - among others - all costs actually incurred for legal assistance and representation, including costs in excess of the liquidation fee.

#### **APPLICABLE LAW AND DISPUTES**

1. All agreements entered into with Innopart Medpro B.V. shall be governed exclusively by Dutch law, in terms of their conclusion, content and performance. The Vienna Convention on international Sales Contracts is explicitly excluded.
2. The Delivery and Payment will take effect the moment that the other party is notified of such conditions of trade and delivery are set in accordance with the 'I.C.C. Incoterms', as most recently laid down by the International Chamber of Commerce in Paris.
3. Any disputes relating to the conclusion, content and performance of all agreements entered into with Innopart Medpro B.V. shall be submitted for arbitration to the competent court in the place(s) of business of Innopart Medpro B.V.. Innopart Medpro B.V. shall be entitled, however, to submit a dispute to the court which is competent to hear this by operation of law or by virtue of international treaties.
4. The Terms and Conditions as drawn up in the Dutch language shall be valid and decisive in case of contrariness or differences in interpretation between the Dutch text and a translation thereof.

#### **FINAL PROVISIONS**

1. If and to the extent that any condition of a contract or these Terms and Conditions is declared null and void, the legal stipulation which is most similar to the import of the condition concerned will replace this. The other conditions will remain in full force.
2. Innopart Medpro B.V. shall be entitled to amend its conditions of trade. New Terms and Conditions of Delivery and Payment will take effect the moment that the other party is notified of such.

### **GENERAL PURCHASE TERMS AND CONDITIONS OF INNOPART MEDPRO MEDPRO BV**

#### **1. Definitions**

1.1 Unless the context shows otherwise, any words and expressions which have been capitalized in these general purchase terms and conditions of Innopart Medpro are defined terms to which the following meaning is assigned: "Contract": a contract between Innopart Medpro and the Seller which is concluded in accordance with article 3.4 of these General Conditions; "General Conditions": these general purchase terms and conditions of Innopart Medpro, having its corporate seat in Scherpnzeel, the Netherlands at Stationsweg 393-I. "Products": any movable goods purchased by and delivered to and to be purchased by and to be delivered to Innopart Medpro which are designated or referred to in the relevant Order or Contract; "Order": any written or verbal purchase order for the supply and delivery of Products and/or the provision of Services placed with the Seller by Innopart Medpro; "Seller": the counter party or potential counter party of Innopart Medpro. "Services": any services rendered and to be rendered to Innopart Medpro which are indicated, designated or referred to in the relevant Order or Contract.

1.2 Whenever "written" or "in writing" is used in these General Conditions it shall mean by fax, e-mail, internet, EDI, electronic data transfer or by means of any other usual (electronic) trade medium. Whenever "rescission" or "to rescind" is used in these General Conditions it shall mean "ontbinding" or "ontbinden". Whenever "termination" or "to terminate" is used in these General Conditions it shall mean "opzegging" or "opzeggen".

#### **2. Applicability and Ranking of Documents**

- 2.1 The applicability of the general terms and conditions used or referred to by the Seller is herewith explicitly rejected.
- 2.2 These General Conditions are applicable to all legal relationships of Innopart Medpro acting as potential purchaser of Products and/or potential commissioner of Services.
- 2.3 No variation of these General Conditions shall be effective unless expressly stipulated and agreed in writing.
- 2.4 In case of a conflict or inconsistency between one or more provisions of these General Conditions and one or more provisions of (i) the Order or, as the case may be, (ii) any other signed written agreement between the Seller and Innopart Medpro, the provisions of the Order or, as the case may be, the signed written agreement between the Seller and Innopart Medpro shall prevail.

#### **3. Offers and Conclusion of Contracts**

- 3.1 An offer made by the Seller, including an offer made without engagement, cannot be revoked after acceptance of such offer by Innopart Medpro.
- 3.2 A request for an offer by Innopart Medpro is without engagement.
- 3.3 Innopart Medpro shall only be bound by an Order if the Order has not been revoked by Innopart Medpro within two (2) working days after receipt of the Seller's Order confirmation.

3.4 A Contract between Innopart Medpro and the Seller is concluded when the Seller has signed and thereby confirmed the Order for agreement and it is returned to and received by Innopart Medpro. If the Seller makes an offer for the sale, supply and delivery of Products and/or the provision of Services, a Contract is also concluded when Innopart Medpro accepts this offer. A Contract is also concluded when the Seller carries out the Order with Innopart Medpro's consent but without Innopart Medpro having confirmed the Seller's offer in writing or without the Seller having accepted the Order in writing. If an Order is placed by Innopart Medpro without a prior offer having been made by the Seller, a Contract is also concluded, unless the Seller notifies Innopart Medpro within two (2) working days of the date of the Order that it does not accept the Order or Innopart Medpro revokes the Order within two (2) working days after receipt of the Seller's Order confirmation. If the Seller and Innopart Medpro have concluded an Electronic Interchange Agreement, a Contract shall be concluded in accordance with the provisions of the Electronic Interchange Agreement.

3.5 If in the Order reference is made by Innopart Medpro to technical, safety, quality or other types of requirements, specifications and/or regulations which are not attached to the Order, these shall be part of the Contract and it shall be assumed that the Seller is aware thereof, unless the Seller informs Innopart Medpro immediately of the contrary. In such case, Innopart Medpro shall inform the Seller of these requirements, specifications and/or regulations.

#### **4. Price and Payment**

4.1 The price of the Products shall be based on delivery (place Scherpenzeel, the Netherlands) DDP (Incoterms 2010), exclusive of VAT, unless agreed otherwise in writing.

4.2 Prices are fixed and no increase in the price specified in the Order may be made for any reason without the prior written consent of Innopart Medpro.

4.3 Unless otherwise agreed in the Order, the price for the Products and/or the Services shall be payable by Innopart Medpro to the Seller within ninety (60) calendar days from the agreed date of delivery of the Products or, as the case may be, the performance of the Services, or the actual delivery date, whichever is later.

4.4 No payment of or on account of the price shall constitute any admission by Innopart Medpro as to the proper performance by the Seller of its obligations under any Contract.

4.5 Innopart Medpro is entitled to set-off the amounts due to the Seller under the Contract with any and all amounts owed by the Seller to Innopart Medpro for any reason whatsoever.

4.6 In case the Seller does not or not properly perform its obligations under the Contract, all extrajudicial costs, explicitly including costs incurred in respect of drafting and sending demands for performance, conducting settlement negotiations and other acts in preparation of potential legal proceedings as well as all judicial costs which Innopart Medpro incurs as a result of the Seller's non-performance shall be borne by the Seller.

#### **5. Delivery and Time of Delivery**

5.1 Delivery of Products is to be made on the basis of delivery (place Scherpenzeel, the Netherlands) DDP (Incoterms 2000), unless agreed otherwise in writing. The Seller shall perform the Services at the agreed location, date, time and, if any, service level.

5.2 Deliveries of the Products are to be made exactly of the quality and in the quantities specified in the Order. Innopart Medpro will have no liability to pay for Products delivered to Innopart Medpro that (a) are not of the quality specified in the Order and/or (b) are in excess of or (c) are less than the quantities specified in the Order. Deliveries of the Products that (a) are not of the quality specified in the Order and/or (b) are either in excess of or (c) are less than the quantity of Products ordered shall, if so requested by Innopart Medpro, be returned entirely to the Seller at the Seller's risk, cost and expense. In addition, if deliveries of Products are made that are not of the quality specified in the Order and/or (b) are either in excess of or (c) are less than the quantities specified in the Order, the Seller shall automatically be in default without a notice of default having to be given. In such case, Innopart Medpro may, at its election, cancel the Order and/or rescind the Contract, in whole or in part, or terminate the Contract with immediate effect, without any compensation being due by Innopart Medpro and without prejudice to any other rights or remedies Innopart Medpro may have. The Seller shall compensate Innopart Medpro for any costs incurred and damages suffered by Innopart Medpro, including but not limited to the costs incurred in replacing the Products ordered, costs made in respect of materials of other suppliers that have become unusable due the Seller's non-performance, loss of contracts and loss of profits.

5.3 Time shall be of the essence under the Contract where a delivery or performance date is specified in the Order. Where such date is stated as approximate or is not specified, Innopart Medpro may by written notice to the Seller specify a delivery date for the purposes of which time shall be of the essence.

5.4 If the Seller fails to effect delivery on or by the date so specified, the Seller shall automatically be in default without a notice of default having to be given. In such case, Innopart Medpro may, at its election, cancel the Order and/or rescind, in whole or in part, or terminate the Contract with immediate effect without any compensation being due by Innopart Medpro and without prejudice to any other rights or remedies Innopart Medpro may have. The Seller shall compensate Innopart Medpro for any costs incurred and damages suffered by Innopart Medpro, including but not limited to the costs incurred in replacing the Products ordered, costs made in respect of materials of other suppliers that have become unusable due the Seller's non-performance, loss of contracts and loss of profits.

5.5 In the event that Products are delivered before the delivery date specified in the Order without the express written consent of Innopart Medpro, Innopart Medpro shall be entitled to refuse to accept delivery or to charge the Seller for insurance and storage thereof at a rate of two percent (2%) over the total purchase value per month until the contractual date for delivery. Early delivery of the Products does not lead to a change in the agreed payment date for the Products.

5.6 Innopart Medpro may change delivery and performances dates or direct temporary suspension of scheduled shipments by giving notice hereof to the Seller. In such event, the Seller shall store the Products for a reasonable period of time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery, all such without any extra costs being charged to Innopart Medpro.

5.7 The Seller agrees to follow all instructions from Innopart Medpro concerning means of transport, routing and invoicing of transport, and insurance cover during transport.

## **6. Packaging**

6.1 The Seller undertakes to package and secure the Products properly and to mark them in accordance with the instructions of Innopart Medpro at no additional cost to Innopart Medpro. If the Seller fails to package and/or mark the Products properly, the Seller shall indemnify and hold Innopart Medpro harmless from and against any and all claims for compensation of damages, losses and costs suffered or incurred by Innopart Medpro or third parties in connection with or as a result of the packaging and/or marking of the Products by the Seller.

6.2 Where containers or packaging are to be returned to the Seller, this must be clearly stated on the transport documents or invoices, and the returning shall be at the Seller's risk and expense, unless otherwise agreed upon in writing. Innopart Medpro reserves the right to return all packages to the Seller.

6.3 The Seller shall provide Innopart Medpro with all documents required by applicable national and/or EU laws, rules, directives and regulations and any documents required by Innopart Medpro according to Innopart Medpro's instructions and at the latest upon delivery of the Products or, as the case may be, completion of the performance of the Services. If the Seller fails to provide Innopart Medpro with the required documents upon delivery of the Products, Innopart Medpro has the right to refuse delivery of such Products. In such case, for the purposes of these General Conditions, the Products shall be deemed to be undelivered.

## **7. Ownership**

7.1 Innopart Medpro shall acquire ownership of the Products, free of any liens, encumbrances or otherwise, and bear the risks thereof from the agreed date of delivery of said Products in accordance with article 5.1 of these General Conditions or the actual date of delivery, whichever is earlier.

7.2 At Innopart Medpro's request, the transfer of ownership of the Products can take place at an earlier time than upon the agreed date of delivery thereof. In such case, the Seller shall detain the Products on behalf of Innopart Medpro and store the Products concerned separately and at the Seller's risk and mark these as owned by Innopart Medpro. The Seller shall indemnify and hold Innopart Medpro harmless from and against any losses and/or damage to or theft of said Products. If a third party claims any right with respect to said Products and/or seizes said Products, the Seller will inform such third party of the ownership of Innopart Medpro and will inform Innopart Medpro of the claim and/or seizure immediately. Innopart Medpro is at all times entitled to take away the Products which are owned by it or to have such Products taken away from the place where these are stored by or on behalf of the Seller. The Seller hereby irrevocably authorises Innopart Medpro and its designated representatives to enter the premises used by the Seller in connection therewith.

7.3 The Seller undertakes and guarantees to have the Products which are owned by Innopart Medpro in accordance with article 7.2 of these General Conditions insured with a reputable insurance company until and up to the moment of delivery of the Products in accordance with article 5.1 of these General Conditions.

7.4 If it is agreed that Innopart Medpro shall pay the price for the Products in advance of delivery, Innopart Medpro shall acquire ownership of the Products as of the date of payment and for the amount paid. Articles 7.2 and 7.3 of the General Conditions shall apply equally in that case.

## **8. Warranties**

8.1 The Seller is obliged to satisfy itself of the purposes for which Innopart Medpro intends to use the Products and/or the Services, failing which it shall be assumed that the Seller shall be fully informed of such purposes and the circumstances under which the supply and delivery of the Products and/or the performance of the Services is to take place.

8.2 The Seller represents and warrants towards Innopart Medpro that upon delivery: (a) all Products and, as the case may be, all Services are and shall remain in conformity with the specifications and requirements as laid down in the Order or, as far as the Products are concerned, as described by Innopart Medpro if the Order does not set out any specifications, and are identical to the reference samples approved by Innopart Medpro and meet that which can be reasonably expected by Innopart Medpro; (b) all Products are and shall remain free from any defects in materials, manufacture and design; (c) all Products and, as the case may be, all Services comply in all respects with all relevant rules, directives and regulations of the EU as in force upon delivery, irrespective of the fact whether the Products are to be used within or outside the EU, as well as all applicable local statutory, governmental and national rules, laws and regulations; and (d) the Products are and shall remain fit for the purposes for which Innopart Medpro intends to use them; and (e) all Products shall be supplied and delivered in accordance with the agreed specifications and, as the case may be, all Services shall be rendered and performed in accordance with the service levels and the result agreed upon.

## **9. Defective Products**

9.1 Innopart Medpro is not obliged to inspect the Products upon delivery. Innopart Medpro may sample test the delivered Products from time to time. Innopart Medpro shall notify the Seller in writing within two (2) calendar months after discovery of a defect or nonconformity of the Products or, as the case may be, the Services. The Seller shall then remedy this defect or non-conformity in accordance with the other provisions of this article 9.

9.2 In case of a defect or non-conformity of the delivered Products, Innopart Medpro has the right to require the Seller to supplement, replace or repair the Products at the Seller's cost and expense within a reasonable period of time to be determined by Innopart Medpro or to rescind the Contract, in whole or in part. In case of a non-conformity of the Services rendered, Innopart Medpro has the right to require the Seller to perform the Services anew at the Seller's cost and expense within a reasonable period of time to be determined by Innopart Medpro or to rescind the Contract, in whole or in part. The Seller shall compensate Innopart Medpro for any damages, losses and costs suffered or incurred as

a result of such defect, the handling of such defect, or non-conformity and/or rescission, including but not limited to loss of contract, loss of profit and loss of savings. Any and all costs incurred by Innopart Medpro relating to defective Products or Products which do not conform to the Contract, including but limited to costs for materials, transport costs, travel expenses and labour costs, shall be reimbursed immediately by the Seller without prejudice to any other rights Innopart Medpro may have in respect of such Products. However, when, in Innopart Medpro's opinion, the remedies available to Innopart Medpro are to no avail, Innopart Medpro may, at its election, cancel the relevant Contract, rescind the Contract, in whole or in part, or terminate the Contract with immediate effect and without any compensation being due to the Seller. In the latter situation, the third and fourth sentence of this article 9.2 shall apply equally.

9.3 If Innopart Medpro requires the Seller to supplement, replace or repair the Products and/or, as the case may be, to perform the Services anew, Innopart Medpro has the right to make such supplements, replacements or repairs itself or to perform the Services itself, or to instruct a third party to do so, at the Seller's cost and expense, if the Products and/or the Services are required without delay or if the Seller fails to supplement, repair or replace the Products and/or perform the Services anew within the reasonable period stipulated in article 9.2 of these General Conditions.

9.4 Without prejudice to any other rights or remedies Innopart Medpro may have, it is hereby expressly agreed that where Products are supplied in bulk and only part of such Products are found to be defective or not to conform to the Contract, Innopart Medpro shall nevertheless be entitled to reject, at its option, either the entire delivery of that part of the Products which is found to be defective or not to conform to the Contract, even if the non-conformity is so slight that it would otherwise be considered unreasonable for Innopart Medpro to do so, all such without any compensation being due by Innopart Medpro.

9.5 Delivered Products found defective by Innopart Medpro may at all times be returned by Innopart Medpro for the account and risk of the Seller.

9.6 Whenever Innopart Medpro so requests, the Seller shall provide Innopart Medpro with a certified copy of the test reports in respect of the Products delivered. The Seller warrants that within twenty-four (24) hours from such request it shall deliver test reports, certificates of origin and other relevant documentation demonstrating that the Products to be delivered or delivered meet the requirements set out in article 8.2 (a) and (c) of these General Conditions.

## **10. Liability**

10.1 The Seller shall be liable, irrespective of the legal basis for a claim, for all damages, losses and costs which Innopart Medpro, its employees ("ondergeschikten") or third parties engaged by Innopart Medpro in the performance of the Contract ("niet-ondergeschikten") may suffer or incur as a result of or in connection with the Products and/or the sale, supply and delivery of the Products and/or the Services and/or the provision and performance of the Services, except when these damages, losses and costs are caused by gross negligence or wilful intent of Innopart Medpro or its management.

10.2 The Seller shall be liable for and indemnify and hold Innopart Medpro harmless from and against ("vrijwaren en schadeloos stellen") any claims, irrespective of the legal basis for a claim, for compensation of damages, losses and costs of third parties arising out of or in connection with the sale, supply and delivery of the Products and/or the provision and performance of the Services.

10.3 For the avoidance of any doubt, when damages and/or losses are suffered by Innopart Medpro this shall include but not be limited to loss of profits, loss of contracts, loss of savings, loss of data, losses caused by disruption or stoppage of the production and/or the business and incurred losses.

10.4 The Seller shall notify Innopart Medpro immediately in writing in the event there is a reasonable basis for safety concerns relating to one or more of the Products delivered to Innopart Medpro or as a result of other conditions mandated by relevant

applicable national or EU laws, rules, directives or regulations. The necessity, nature and urgency of any recall, including but not limited to the Products and all (semi-)finished products in which the non-conforming Products have been used, will be determined solely by Innopart Medpro. Once the decision to recall has been taken, the recall will be coordinated by Innopart Medpro. The Seller shall indemnify and hold Innopart Medpro harmless from and against any damages, losses and costs suffered or incurred by Innopart Medpro as a result of or in connection with a recall of the Products and/or all (semi-)finished products in which the non-conforming Products have been used.

10.5 The Seller shall effect and maintain an adequate policy or policies of insurance to cover the liabilities referred to in these General Conditions or which are required under applicable law and shall produce such policy or policies and evidence of timely payment of the premiums thereof if so requested by Innopart Medpro. In the event that the Seller shall fail to maintain such insurance policy or policies, Innopart Medpro shall be entitled to effect the same on behalf of and at the Seller's cost and expense.

10.6 The foregoing provisions do not affect liability based on mandatory applicable law.

## **11. Intellectual Property Rights**

11.1 Unless agreed otherwise in writing, all drawings, sketches, calculations, formulas, preparation methods, studies, models, moulds, non-standard packaging, tickets, labels, art work, designs, patterns, the style, composition and/or specifications of Products and semi-finished products, technical and commercial know-how and other such information and tools (hereinafter collectively referred to as the "Materials") made available to the Seller by Innopart Medpro or manufactured or developed by the Seller on the instructions of Innopart Medpro, are and shall remain or, as the case may be, shall become the property of Innopart Medpro and all intellectual property rights embodied in or arising out of such Materials belong and shall belong to Innopart Medpro. The Seller undertakes to use the Materials only for the performance of the Order or Contract and to keep the Materials separate and to mark them as the property of Innopart Medpro. At the Seller's cost and expense the Seller undertakes to return the Materials to Innopart Medpro in good condition, together with any copies and data carriers which have been produced, as soon as they have served the purpose for which they are intended, or whenever Innopart Medpro so requests. The Seller hereby transfers the rights referred to in this article 11.1 to Innopart Medpro. The Seller warrants that it is entitled to transfer the rights referred to

in this article 11.1 to Innopart Medpro and has obtained any consent and third party rights required, and that no rights accrue to third parties following such transfer. On Innopart Medpro' first demand, the Seller shall do all that is necessary to effectuate this transfer. 11.2 The Seller shall refrain from violating any of the rights of Innopart Medpro referred to in article 11.1 of these General Conditions. Without the prior written consent of Innopart Medpro, the Seller shall never use, make available to, sell or deliver to or manufacture for any third party the Materials. 11.3 The Seller represents and warrants to Innopart Medpro that both the Products and the Services shall not infringe on any third party's intellectual property rights. The Seller shall indemnify and hold Innopart Medpro harmless from and against any claims for infringement of third party rights, irrespective of the legal basis for a claim, including but not limited to intellectual property rights and know-how, by reason of the use or sale of the Products delivered and/or the Services rendered, save and to the extent that the Products shall have been manufactured or produced in accordance with any specification supplied by Innopart Medpro, and against all damages, losses and costs for which Innopart Medpro may become liable as a result of such claims for infringement, irrespective of the legal basis for a claim.

## **12. Confidentiality**

12.1 The Seller undertakes to maintain complete confidentiality regarding the Materials, the Orders, the Contracts, all correspondence and all business information and knowledge provided by Innopart Medpro or any information otherwise known to the Seller in connection with the entering into and performance of the Contract or Contracts (the "Confidential Information") and undertakes to only use the Confidential Information for the performance of the Contract or Contracts. The Seller undertakes to impose the same obligations on any employees and third parties which it engages in relation to the performance of the Contract or Contracts. The Seller undertakes that it shall provide the Confidential Information on an need to know basis only and only in relation to the performance of the Contract or Contracts. The Seller warrants that such employees and third parties shall comply with the confidentiality obligations set out in this article 12.1.

12.2 All Orders and Contracts are confidential and shall not be disclosed by the Seller for any purpose, including but not limited to marketing or commercial purposes.

## **13. Force Majeure**

13.1 If Innopart Medpro is prevented from accepting delivery or performing any of its other obligations under an Order or a Contract by any circumstances beyond its reasonable control, including but not limited to: natural disasters; war; acts of terrorism; threats of terrorism; accidents; explosions; nuclear incidents; strikes or other labour disturbances, regardless of the reasonableness of the demands of labour; sabotage; acts or omissions of any governmental authority, de jure or de facto; port congestions; shortage of supplies, labour, facilities, fuel or power in consequence of non-delivery or any other cause; want of transport or any other cause, whether similar or dissimilar to the foregoing, which is either beyond Innopart Medpro' reasonable control and as a result of which Innopart Medpro is unable to perform its obligations under the Contract, Innopart Medpro may cancel the relevant Order or rescind the Contract, in whole or in part, or terminate the Contract with immediate effect by giving the Seller written notice and without having to pay the Seller any compensation whatsoever.

## **14. Rescission and Termination**

14.1 In case the Seller does not, not timely or not properly, perform its obligations under an Order or a Contract, the Seller shall automatically be in default without any notice of default being required, and Innopart Medpro is entitled to, without prejudice to any other rights or remedies Innopart Medpro may have and without having to pay any compensation whatsoever, to either rescind the Contract, in whole or in part, or to terminate the Contract with immediate effect by giving written notice to the Seller, or to suspend the performance of its obligations under the relevant Order or Contract. 14.2 Without prejudice to any other rights or remedies Innopart Medpro may have, including the right to rescind the Contract, in whole and in part, and without having to pay any compensation whatsoever, Innopart Medpro is entitled to terminate the Contract with immediate effect by giving written notice to the Seller if: (a) the Seller applies for an adjudication in bankruptcy ("faillissement") or a suspension of payments ("surséance van betaling") or any similar proceedings listed in Annex A and B to the European Council Regulation on Insolvency Proceedings dated May 24, 2000 (EC no. 1346/2000); and/or (b) the Seller is declared bankrupt ("failliet verklaard") or granted a preliminary suspension of payments or suspension of payments ("(voorlopige) surséance van betaling verleend" ); and/or (c) any event analogous to the events referred to in paragraphs (a) or (b) above occurs with respect to the Seller under the laws of the jurisdiction in which the Seller has its registered office; and/or (d) the Seller is dissolved or its business is transferred, in whole or in part, liquidated, wound up, discontinued or located abroad or a decision is taken in this respect; and/or (e) any change occurs in the effective control over Innopart Medpro or, as the case may be, the Seller, or if Innopart Medpro or, as the case may be, the Seller is involved in or subject of a merger, spin-off or split-up, including a legal merger and legal split-off whereby "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person or entity or legal entity; and/or (f) the Seller becomes involved in negotiations with one or more of its creditors or takes any other step with a view to the general readjustment or rescheduling of its indebtedness.

## **15. Miscellaneous**

15.1 If any provision of these General Conditions is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions, the relevant Order or Contract which shall remain in full force and effect. The Seller and Innopart Medpro agree to substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

15.2 The Seller may not assign ("overdragen of cederen") or encumber any of its rights under an Order or Contract or transfer its legal relationship ("rechtsverhouding") under a Contract without the prior written consent of Innopart Medpro.

However, Innopart Medpro may assign or encumber any of its rights or transfer its legal relationship under a Contract at any time to any of its affiliated companies and the Seller shall be deemed to have consented thereto, or, as the case may be, co-operated therewith in advance.

15.3 The Seller may not sub-contract any of its obligations under an Order or a Contract without the prior written consent of Innopart Medpro. If Innopart Medpro consents to the subcontracting of any of the Seller's obligations under a Contract, the Seller shall irrevocably and unconditionally guarantee to Innopart Medpro the proper and punctual performance of those obligations by its sub-contractor. The Seller shall be jointly and severally liable with its sub-contractor ("hoofdelijk aansprakelijk zijn") for any damages, losses, costs and expenses suffered, incurred or to be incurred or to be suffered by Innopart Medpro as a result of or in connection with a breach by the subcontractor of said obligations.

#### **16. Applicable law and Competent Court**

16.1 Dutch law shall be applicable to all legal relationships between Innopart Medpro and the Seller. The provisions of the United Nations Convention on Contracts for the International Sale of Products (1980) shall not apply.

16.2 All disputes arising under or in connection with any Order or Contract or the performance of any Order or Contract as well as any disputes regarding these General Conditions shall be submitted to the exclusive jurisdiction of the competent Court in The Hague, the Netherlands.