

Terms and Conditions

Supply terms and conditions of Tjepkema Medical Products.

Article 1: Terms and Conditions

Tjepkema Medical Products, hereafter called TJEPKEMA MEDICAL PRODUCTS, is concerned with and handles assignments regarding the supply and distribution of medical disposables and medical equipment. The following is meant by an assignment: every agreement with TJEPKEMA MEDICAL PRODUCTS, regardless of the nature of business conducted by one or more activities described in article 1a or other performances in the broadest sense. Deviation from the terms and conditions is only binding for TJEPKEMA MEDICAL PRODUCTS when they explicitly agree to the latter and confirm by a written statement.

Article 2: Relevance of the terms and conditions

1. These terms and conditions apply to any offer and every agreement between TJEPKEMA MEDICAL PRODUCTS and a buyer with whom TJEPKEMA MEDICAL PRODUCTS have stated the terms and conditions to be relevant, providing that deviation from the terms and conditions have not been explicitly confirmed by the parties using a written statement. 2. The terms and conditions in question are furthermore relevant for every agreement with TJEPKEMA MEDICAL PRODUCTS, for implementation and execution in which third parties are to be involved.

Article 3: Offers

1. Every offer of TJEPKEMA MEDICAL PRODUCTS is non-committal, unless explicitly stated differently. The agreement is used when TJEPKEMA MEDICAL PRODUCTS confirms the spoken or written assignment or starts with the assignment within 30 days of receiving. 2. Notwithstanding article 6:225 paragraph 2 of the Civil Code, TJEPKEMA MEDICAL PRODUCTS is not bound to the acceptance of a deviation from TJEPKEMA MEDICAL PRODUCTS' offer by potential buyers. 3. In case an offer contains a non-committal bid and this bid is accepted, TJEPKEMA MEDICAL PRODUCTS has the right to revoke the offer within 5 business days after receiving confirmation of the order. 4. Delivery times stated in offers by TJEPKEMA MEDICAL PRODUCTS and other terms concerning TJEPKEMA MEDICAL PRODUCTS' activities are of an informative nature; exceedance of these terms does not entitle the potential buyer to compensation or annulment of the order. 5. TJEPKEMA MEDICAL PRODUCTS' prices are, unless stated differently, based on execution within regular business hours and exclusive transport-, packaging-, delivery- and installation costs, VAT and other taxes by the government and its institutions. 6. A composite price quotation does not compel us to deliver a part of the offer for the corresponding stated price, nor is it a binding offer for potential backorders. 7. Verbal commitments by and agreements with our subordinates, representatives or middlemen are non-binding for TJEPKEMA MEDICAL PRODUCTS unless explicitly confirmed by TJEPKEMA MEDICAL PRODUCTS in a written statement. 8. Any deduction is once-only. Previous granted deductions do not bind TJEPKEMA MEDICAL PRODUCTS to any future agreements in any way.

Article 4: Trial placement, rental and delivery of Medical Equipment

1. Trial placement, rental and delivery of Medical equipment take place in accordance with FHI General Supply Terms and Conditions 2010 – Published by the FHI association, federation of technology branches. The FHI Supply Terms and Conditions 2010 are deposited at the Chamber of Commerce Gooi-, Eem- and Flevoland with number 40507574.

Article 5: Delivery

1. Unless expressly varied or added hereby, delivery is provided by the warehouse. If as part of the delivery conditions one of the 'Incoterms' has been agreed on, these 'incoterms' will apply to the agreement. 2. The buyer is obligated to accept the product upon delivery and/or at the agreed upon moment at which the product becomes available to the buyer. 3. If the buyer decides not to accept the product or cancels the agreed delivery, the buyer nevertheless remains obliged to pay the agreed price and consequential compensation for the seller's costs, damages and interests. 4. For the delivery of equipment, materials and/or services, the price applies which TJEPKEMA MEDICAL PRODUCTS has confirmed in any written offer or otherwise most recently communicated to the client.

Article 6: Time of Delivery

1. The delivery times specified by TJEPKEMA MEDICAL PRODUCTS are always approximate and never final terms. 2. In the case of untimely delivery, the buyer is expected report the shortcomings to TJEPKEMA MEDICAL PRODUCTS in writing and provide TJEPKEMA MEDICAL PRODUCTS with reasonable time to fulfil its obligations. 3. The delivery time goes into effect when all formalities have been completed; when all documents, data, permits etc. required for the execution of the order are in the possession of TJEPKEMA MEDICAL PRODUCTS; when the agreed advance payment is met, and has been received by TJEPKEMA MEDICAL PRODUCTS.

Article 7: Partial Deliveries

TJEPKEMA MEDICAL PRODUCTS is allowed to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the items are delivered in parts, TJEPKEMA MEDICAL PRODUCTS is authorized to invoice each part separately.

Article 8: Samples, models and examples

If a model, sample or example is shown or provided by TJEPKEMA MEDICAL PRODUCTS, this only presupposes to have been shown or provided by way of indication; the actual delivered products may deviate from the model, sample or example, unless it is explicitly mentioned to be delivered in accordance.

Article 9: Technical Requirements etc.

1. If goods meant for the Dutch market are to be used outside of the Netherlands, then TJEPKEMA MEDICAL PRODUCTS is not responsible for ensuring that the items to be delivered meet the technical requirements, standards and/or regulation imposed by laws or regulation of the country where the products are to be used. This does not apply if, at the conclusion of the agreement, the use of the product abroad has been communicated including all necessary data and relevant specification have been made available to TJEPKEMA MEDICAL PRODUCTS. 2. All other technical requirements that are set by the buyer to the to be delivered products and which deviate from the standard applicable requirements, must be made explicitly communicated by the buyer at conclusion of the purchase agreement.

Article 10: Termination of the Agreement

1. An agreement between TJEPKEMA MEDICAL PRODUCTS and a buyer can be terminated immediately in the following cases: If after the conclusion of the agreement circumstances that give

TJEPKEMA MEDICAL PRODUCTS reasonable grounds to fear that the buyer will not fulfil his obligations; If TJEPKEMA MEDICAL PRODUCTS has asked the buyer at closing of the agreement to provide security for the performance and this security is not forthcoming or insufficient despite summons. In the above-mentioned cases TJEPKEMA MEDICAL PRODUCTS is authorized to suspend further execution of the agreement, or to dissolve the agreement, without diminishing the rights of TJEPKEMA MEDICAL PRODUCTS to claim damages. 2. If circumstances arise regarding people and/or materials of which TJEPKEMA MEDICAL PRODUCTS, in the performance of the agreement, commits or operates, which of the nature of the execution of the agreement is impossible or so objectionable and/or it becomes disproportionately expensive, that compliance with the contract can no longer be reasonably be required, TJEPKEMA MEDICAL PRODUCTS is authorized to dissolve the agreement.

Article 11: Warrantee

TJEPKEMA MEDICAL PRODUCTS guarantees that the items delivered by them are free of design, material and manufacturing defects for a period of three months after delivery. The guarantee does not apply in the following cases: if a design, material or manufacturing is shown, the buyer is entitled to the repair of the goods. TJEPKEMA MEDICAL PRODUCTS can choose to replace in case recovery encounters objections. The buyer is only entitled to a replacement if repair of the product is impossible. If the product's warrantee concerns production of a third party, then the warrantee is limited to the guarantee provided by that third party. The warrantee does not apply if the damage is the result of incorrect treatment or failure to properly follow instructions.

Article 12: Defects; Complaint terms

1. The buyer must inspect the purchased goods at delivery or as soon as possible afterwards. The buyer must determine whether the delivered item meets the agreement, specifically: Whether the correct items have been delivered; whether the delivered items are in accordance with the agreed quantity; whether the delivered goods meet the agreed quality requirements or, if these are absent, the requirements that may be set for normal use and/or trade purposes. 2. If visible defects or shortages are found, the buyer must notify TJEPKEMA MEDICAL PRODUCTS in writing within three days after delivery. 3. The buyer must report in writing to TJEPKEMA MEDICAL PRODUCTS non-visible defects within three days after discovery but no later than three months after delivery. 4. Even if the other party timely reports a defect, his obligation to pay for the ordered products remains. 5. Goods can only be returned after prior written consent of TJEPKEMA MEDICAL PRODUCTS.

Article 13: Payment and Reservation of Ownership

1. Payment of amounts charged by TJEPKEMA MEDICAL PRODUCTS must be made within the specified terms. If no other payment terms have been agreed, payment of the purchase price is due in cash upon delivery. TJEPKEMA MEDICAL PRODUCTS has the right to guarantee the fulfilment of payment obligations, ask for payment security, to require full or partial payment in advance or to only accept cash on delivery. 2. If payment has not been made within the prescribed period, TJEPKEMA MEDICAL PRODUCTS is entitled to charge statutory interest which goes into effect the next day. Per the same day the client will also be in default by operation of the law without the need for further notice. All extrajudicial costs related to the collection of payments will then be charged to the client, without diminishing this obligation to compensate for further damage. In case of liquidation, bankruptcy or suspension of payment by the client, the claims by TJEPKEMA MEDICAL PRODUCTS and the obligations of the buyer towards TJEPKEMA MEDICAL PRODUCTS are due to payment immediately. All deliveries are made subject to property until TJEPKEMA MEDICAL PRODUCTS have received full payment of the principal sum resulting from the agreement, possibly plus interests and costs. In case of non-payment TJEPKEMA MEDICAL PRODUCTS will be entitled to

dissolve the agreement from which the relevant claim arises by means of written termination and retrieve delivered products, without judicial intervention and without notice of default. The client is obliged to cooperate with TJEPKEMA MEDICAL PRODUCTS, in particular by providing a member of TJEPKEMA MEDICAL PRODUCTS or a dedicated person appointed by TJEPKEMA MEDICAL PRODUCTS access to their company and/or accessible relevant spaces. TJEPKEMA MEDICAL PRODUCTS will then be entitled to sell the goods pledged to it for the highest possible price. From the realized price will be deducted, respectively the costs of returning goods, storage and sale of returned goods and finally the amount that the client still owes TJEPKEMA MEDICAL PRODUCTS. The client commits himself to his customers in respect to the goods delivered by TJEPKEMA MEDICAL PRODUCTS a reservation of ownership as stipulated in this article. In case the client proceeds with the sale and delivery of a product still owned by TJEPKEMA MEDICAL PRODUCTS, the client must without delay but no later than actual delivery pay the purchase price claim and confirm the transfer to TJEPKEMA MEDICAL PRODUCTS by written notification specifying customer contacts, nature and quantity of the goods to be delivered and the agreed price. TJEPKEMA MEDICAL PRODUCTS will continue to be entitled to transfer the claim to the debtor. For goods that are (still) sole (or partly) property of TJEPKEMA MEDICAL PRODUCTS, client will collect payment for and on behalf of TJEPKEMA MEDICAL PRODUCTS and always use these payments for immediate satisfaction of the claim(-s) that TJEPKEMA MEDICAL PRODUCTS has on him. The risk of goods to be delivered to the client, transfers to this client when these goods leave the company premises of TJEPKEMA MEDICAL PRODUCTS. As long as the client does not have the ownership of the delivered goods from TJEPKEMA MEDICAL PRODUCTS client will only be entitled to sell these goods to customers in the normal course of his business. Client is not entitled to pawn unpaid goods, to rent them, to give in exchange or consignment or to remove or have removed from his company in any way without prior written permission from TJEPKEMA MEDICAL PRODUCTS. The client is obliged at all times, at TJEPKEMA MEDICAL PRODUCTS' first request, to grant access to its premises in order to enable verification of compliance with the obligations of the client. Client will ensure increased care for the goods that are subject to inspection.

Article 14: Price/Price Increase

1. Unless expressly stated otherwise, the prices that we have issued shall apply in euros and / or in Dutch currency; exclusive of VAT; on the basis of the minimum used by TJEPKEMA MEDICAL PRODUCTS quantities; excluding transport costs; ex warehouse. 2. If TJEPKEMA MEDICAL PRODUCTS agrees with the buyer on a certain price, TJEPKEMA MEDICAL PRODUCTS is nevertheless entitled to increase the price if TJEPKEMA MEDICAL PRODUCTS can demonstrate that between the time of offer and delivery, significant price changes in respect of commodities, currencies and / or wages or otherwise unforeseen circumstances have occurred. 3. If the price increase exceeds 10%, the buyer has the right to dissolve the agreement.

Article 15: Packaging

1. The buyer is obliged to return loaned packaging within 14 days empty and in undamaged condition. If the buyer fails to fulfil his obligations with regard to packaging, all costs resulting from this will be on his behalf. Such costs include the costs resulting from the late return and the costs of replacement, repair or cleaning. 2. If the buyer does not return loaned packaging after a reminder within the specified term, TJEPKEMA MEDICAL PRODUCTS is entitled to make a replacement and to charge the costs to the client, provided that TJEPKEMA MEDICAL PRODUCTS has announced these steps in its reminder.

Article 16: Credit restriction

TJEPKEMA MEDICAL PRODUCTS is entitled to charge a credit limitation surcharge of 2%, which is not due on payment within 8 days after invoice date.

Article 17. Collection costs

1. If the buyer is in default or fails to comply with one or more of his obligations, then all judicial and extrajudicial costs to obtain payment are on behalf of the buyer. In every case the buyer is due: over the first € 6,500.00 15% over the rest up to € 13,000,00 10% over the rest up to € 32,500,00 8% over the rest up to € 130,000.00 5% and over the remainder 3%. 2. If TJEPKEMA MEDICAL PRODUCTS demonstrates that it has incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement.

Article 18. Liability

TJEPKEMA MEDICAL PRODUCTS is only liable to the buyer in the following manner:

1. For damage as a result of defects in delivered goods, only the liability applies as described in Article 10;
2. TJEPKEMA MEDICAL PRODUCTS is only liable if damage is caused by intent or coarse blame of TJEPKEMA MEDICAL PRODUCTS or its subordinates;
3. The liability of TJEPKEMA MEDICAL PRODUCTS is limited to the amount of the TJEPKEMA MEDICAL PRODUCTS insurer in the case in question.
4. If the insurance in any case offers no coverage or does not pay, and TJEPKEMA MEDICAL PRODUCTS is liable, the liability of TJEPKEMA MEDICAL PRODUCTS is limited to twice the invoice value of the transaction, at least that part of the transaction to which the liability relates.

Article 19. Force majeure

1. Force majeure is understood in the general terms and conditions besides relevant provisions in the law jurisprudence as all external causes, foreseen or not provided, on which TJEPKEMA MEDICAL PRODUCTS cannot exert influence, but as a result of which TJEPKEMA MEDICAL PRODUCTS is unable to meet its obligations, strikes at the company of TJEPKEMA MEDICAL PRODUCTS included.
2. During force majeure the delivery- and other obligations of TJEPKEMA MEDICAL PRODUCTS will be suspended. If the period in which force majeure occurs and during which TJEPKEMA MEDICAL PRODUCTS is unable to fulfil its obligations is longer than 2 months, both parties are authorized to terminate the agreement without there being an obligation to pay damages.
3. If TJEPKEMA MEDICAL PRODUCTS is already partially affected by the force majeure and has already fulfilled part of the obligations, or can only still fulfil part of its obligations, it is entitled to invoice the Delivered part or to be delivered part separately and the buyer is obliged to pay this invoice as if it were a separate contract. However, this does not apply when the delivered part or to be delivered part has no independent value.

Article 20. Dispute resolution

All disputes that may arise in connection with an agreement are subject to the Dutch code of Law. The district court in Zutphen in such a case is exclusively entitled to take cognizance of the dispute if the dispute is to her competence.

Article 21. Applicable law

Dutch law applies to every agreement between TJEPKEMA MEDICAL PRODUCTS and the buyer.
The Vienna Sales Convention is explicitly excluded.

Article 22. Change and location of the conditions

These conditions have been filed at the offices of the Chamber of Commerce for Doetinchem.
Applicable is always the last deposited version or the version that applied at the time of the coming into effect of the present transaction.