

VAN STRATEN MEDICAL

General conditions applicable to the sale and delivery of products by Van Straten or affiliated companies

1. General

- 1.1 These conditions apply to all offers by and all orders to Van Straten (hereafter: "Van Straten") for the sale and delivery by Van Straten of products (hereafter: "goods"), and to all agreements with Van Straten with respect thereto.
- 1.2 The applicability of conditions of the other party or customer (hereafter: customer) of Van Straten is hereby expressly excluded.
- 1.3 Provisions that deviate from these conditions can be invoked by the customer only if and to the extent that these provisions are accepted by Van Straten in writing.

2. Offers, orders and agreements

- 2.1 All offers from Van Straten are non-binding ("vrijblijvend").
- 2.2 Orders and acceptances of offers by the customer are irrevocable.
- 2.3 Van Straten is only bound when it has accepted an offer in writing or has begun implementation. Van Straten is moreover only bound as was accepted in writing. Verbal commitments or agreements by or with its personnel do not bind Van Straten except and insofar as Van Straten confirms these in writing.
- 2.4 These conditions apply to changes to the agreement as they do to separate agreements.

3. Drawings, statements, documents

- 3.1 Catalogues, brochures, pictures, diagrams, statements of weights and of measures and similar disclosed data are only binding if and insofar as that has been expressly agreed in writing.

- 3.2 Van Straten is not bound to furnish construction, manufacturing or detail drawings.
- 3.3 Foundations or erection drawings furnished by Van Straten are only submitted by way of information. They are not based on mathematical or quantitative data or scientific formulae.
- 3.4 Documents and data originating from Van Straten may not be passed along or disclosed to third parties, except with the express permission of Van Straten.

4. Price

- 4.1 Prices set by or agreed to with Van Straten are net, therefore exclusive of V.A.T., among other things, and are valid only for the delivery ex factory or warehouse of unpacked goods. They are also exclusive of the costs of packaging, loading, transport, unloading, insurance, installation, assembly and/or other services.
- 4.2 Should Van Straten provide packing, packaging, loading, transport, unloading, insurance, installation, assembly or other services without having expressly and in writing agreed to a price therefor, it is entitled to charge the customer the actual costs and/or its usual rates therefor.
- 4.3 Prices set by or agreed to with Van Straten are based on the cost price at the time of the offer or acceptance of an order by Van Straten. If the cost price increases thereafter, Van Straten is entitled to charge the customer a corresponding price increase. If parties do not agree whether and to what extent the cost price has increased, that question shall be put to an expert to be designated by the President of the Netherlands Institute for Chartered Accountants ("Nederlands Instituut van Registeraccountants") for his binding advice.

5. Delivery period and delivery

- 5.1 The delivery period starts after the conclusion of the agreement, and after Van Straten has received all items, documents and data to be provided by the customer, and after any agreed upon advance payment has been received by Van Straten, or any agreed upon security for payment has been put at its disposal.

- 5.2 Apart from the exception indicated in article 7.3, goods to be delivered by Van Straten are deemed to be delivered as soon as they have left the factory or warehouse of Van Straten or third parties brought in by it for transport to or for the benefit of the customer.
- 5.3 Failure to deliver within the delivery period does not entitle the customer to additional or substitute damages, nor to non-fulfilment by it of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by a written declaration, if and insofar as after the above-mentioned failure to deliver, Van Straten still fails to deliver the agreed upon goods within a reasonable period as agreed to with the customer in writing.
- 5.4 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure. They will also be extended by the time that the customer is later in the fulfilment of any obligation than is agreed to or could reasonably be expected by Van Straten.
- 5.5 If Van Straten has agreed to a penalty for late delivery, then Van Straten is only obliged to pay this penalty if this late delivery was due to its own negligence and the customer supplies evidence of an actual loss suffered as a result of such late delivery. The penalty due is never higher than the amount of the loss actually suffered.
- 5.6 Van Straten has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.

6. Risk and transfer of title

- 6.1 Goods to be delivered by Van Straten are at the risk of the customer from the moment the goods are deemed to be delivered as referred to in article 5.2 or article 7.3.
- 6.2 Loading, despatch or transport, unloading and insurance of the goods to be delivered takes place at the risk of the customer, even if these are handled by Van Straten.
- 6.3 All goods delivered by Van Straten remain the property of Van Straten until such time as the customer has paid in full all that which is owed to Van Straten in connection with the underlying agreement and/or earlier or later

agreements of the same nature, including damages, costs and interest. The customer has no right of retention with respect to these goods.

- 6.4 The industrial and intellectual property rights to or associated with the goods delivered remain with Van Straten or third parties entitled thereto, and are never transferred to the customer.

7. Acceptance of delivery, inspection

- 7.1 The customer shall cooperate without delay in any inspection or test agreed upon. If the customer does not cooperate in the inspection or test on time or at the agreed upon time, the objects will be deemed to have been approved.
- 7.2 The customer shall accept delivery at the time at which the goods to be delivered are ready for transport or despatch.
- 7.3 If the customer does not cooperate in a timely fashion or at the agreed upon time in inspection, testing, or acceptance of delivery, the goods will be deemed to be delivered at the time that inspection, testing or acceptance could have been required or expected by Van Straten, in deviation from the provision of article 5.2.
- 7.4 Van Straten is entitled to compensation from the customer for damage and costs which are the consequence of refusal of or delay in the inspection, testing or acceptance.
- 7.5 Goods cannot be rejected until Van Straten has been afforded an opportunity to remedy any defects appearing at inspection or testing. Should the customer make no use of an opportunity for inspection or testing, then the goods shall be deemed to be approved.

8. Force majeure

- 8.1 Van Straten is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, delay in the provision to Van Straten of parts, goods or services ordered from third parties other than by circumstances to be imputed to Van Straten, accidents and interruptions of business operations.

8.2 In the case of force majeure on the part of Van Straten , its obligations are suspended. If the force majeure lasts longer than three months, Van Straten and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provision of article 12.

9. Warranty

9.1 Van Straten guarantees the good quality of goods it delivers to the extent that in case of defects in construction, materials or finishing which appear during the guarantee period and for which claims are submitted in a timely fashion, it will either redeliver at no cost, or repair the good in question at no cost, or credit the customer as far as reasonable in whole or in part for the invoice value of the good in question, all of this at Van Straten's option. Repair and/or redelivery as meant here take place exclusively within the Netherlands.

9.2 The guarantee period is 12 months after delivery. For goods which as a rule are in motion 24 hours a day, the guarantee period is 6 months after delivery.

9.3 With respect to noticeable defects, the customer must submit a claim no later than at the inspection or test, or, if such an inspection or test has not been agreed to, within 14 days after delivery, failing which any claim on Van Straten will lapse.

9.4 Claims with respect to other defects must be made within 14 days after their appearance, on penalty of loss of any claim on Van Straten.

9.5 Any right to a guarantee lapses if:

- a. the directions given by Van Straten for storage, placement, testing, installation, assembly, monitoring, maintenance, and/or use are not followed exactly;
- b. the delivered goods are used improperly or other than in conformity with the agreed to or usual purpose;
- c. the customer or third parties not brought in by Van Straten has/have performed operations on the goods delivered by Van Straten without Van Straten 's permission;
- d. the customer has not fulfilled any of its obligations toward Van Straten arising from the underlying agreement, or has not fulfilled them adequately or on time.

- 9.6 For goods or parts of goods which Van Straten procures from third parties, the guarantee obligations of Van Straten toward the customer are never greater or of longer duration than the guarantee obligations of those third parties toward Van Straten. Van Straten will be discharged with respect thereto when it transfers its claim on the third party to the customer.
- 9.7 No guarantee applies to glass, porcelain, and fragile goods, nor with respect to damage to enamel.
- 9.8 The customer shall enable Van Straten at its request to carry out its guarantee activities.

10. Liability and indemnification

- 10.1. Van Straten 's liability in connection with any defects in goods it delivers is limited to the fulfilment of the guarantee described in the previous article.
- 10.2 Van Straten is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of Van Straten or its own employees. Van Straten 's liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of intention on the part of Van Straten itself.
- 10.3 In all cases in which Van Straten is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the good delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of Van Straten 's, the amount that is actually paid out by the insurer with respect thereto.
- 10.4 In all cases in which Van Straten owes a fine, its obligation to pay damages is limited to payment of the amount of the fine, without prejudice to the provision of article 5.5.
- 10.5 Any claim toward Van Straten, except those recognized by Van Straten, lapses after a period of 12 months from the time the claim arose.
- 10.6 Conditions which limit, exclude or determine liability, which Van Straten is subject to by Van Straten's suppliers or subcontractors in connection with the delivered goods, can be imposed on the customer by Van Straten.

- 10.7 Van Straten's employees, or independent contractors brought in by Van Straten for the implementation of the agreement, can, toward the customer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.
- 10.8 The customer will hold harmless and indemnify Van Straten, its employees and independent contractors brought in by it for the implementation of the agreement for each claim by third parties in connection with the implementation by Van Straten of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from Van Straten.
- 10.9 The customer shall adhere strictly to national or international government restrictions placed on export, import and application with respect to the goods to be delivered. It shall compensate Van Straten with respect to damage that arises for Van Straten due to failure to adhere to these restrictions.

11. Payment and security

- 11.1 Payment must take place within 14 days after the invoice date. Van Straten has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.
- 11.2 The customer relinquishes any right to set off amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the customer.
- 11.3 If the customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the customer is in default on any payment, all Van Straten 's remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes to Van Straten late interest of 1½ % per month or part of a month during which the default continues.

12. Rescission

- 12.1 If the customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when

its assets are attached in whole or in part, Van Straten has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.

12.2 The customer is authorized to rescind only in the cases referred to in articles 5.3 and 8.2 of these conditions, and then only after payment to Van Straten of all amounts owed to Van Straten at that time, whether or not due.

12.3 If the agreement terminates pursuant to article 12.1 before the agreed goods are finished or delivered, Van Straten is entitled to the full agreed price for those goods, decreased by the savings arising directly from the termination. If the agreement ends pursuant to article 12.2, Van Straten is entitled to a part of the agreed price in proportion to the ratio in which the scope of the activities already performed stands in relation to the agreed goods and the activities required therefor, decreased by the savings arising directly from the termination. Costs already incurred or investments already made at the time of the termination of the agreement must always be completely reimbursed by the customer. If parties cannot reach agreement on the question of which payments the customer owes on the basis of this article, that question shall be put to an expert to be designated by the President of the Netherlands Institute for Chartered Accountants for his binding advice.

13. Disputes and applicable law

13.1 All disputes existing between parties shall be heard exclusively by the competent Rotterdam court, unless Van Straten prefers another competent forum.

13.2 The agreement is subject to Dutch law.