

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Twente Medical Systems International B.V.

DEFINITION OF TERMS

Article 1

- a. These General Terms and Conditions apply to sales and deliveries made by Twente Medical Systems International BV, referred to below as 'TMSi', having its registered office at Zutphenstraat 57, 7575 EJ, Oldenzaal, the Netherlands.
- b. The word 'Customer', as used in these General Terms and Conditions, refers to any natural person or legal entity with or to whom sales and purchase agreements for the delivery of products are entered into or offered, or at whose order and at whose expense services are performed.
- c. The term 'written communication' is used in these General Terms and Conditions to mean addressed mail. If notification must be given in writing, this requirement is also met if the notification is provided digitally. Notifications sent to TMSi must therefore be sent to info@tmsi.com. An automatically generated read receipt or return receipt is sufficient to confirm the receipt of a notification. TMSi's electronic system is the only evidence of the content and time of the notification.

GENERAL SCOPE

Article 2

- a. These General Terms and Conditions apply to all offers, sales and purchase agreements and deliveries of products and services between TMSi and Customers.
- b. These General Terms and Conditions set aside the Customer's terms and conditions unless otherwise agreed.
- c. If the competent court rules that any provision of these General Terms and Conditions is inapplicable or contrary to public order or the law, only the provision concerned will be considered not to have been written, while the remainder of these General Terms and Conditions will remain in full effect.

OFFERS, AGREEMENTS AND PRICES

Article 3

- a. All offers made by TMSi in official price lists, circulars, advertisements, order confirmations or letters, or wherever else published or however else made, are non-binding at all times and may always be withdrawn by TMSi even if they include a deadline for acceptance. TMSi is only bound by the offer once the Customer has provided written confirmation of acceptance thereof by the deadline stated therein and TMSi does not withdraw the offer. If there is no deadline stated in the offer, a deadline will apply of a maximum of 30 days after the offer is made.
- b. Images, drawings, dimensions and weight details and the like supplied by TMSi are not binding on TMSi and are only intended to give a general impression of what TMSi is offering.
- c. TMSi has the right to adjust the prices or parts thereof for as yet undelivered and/or unpaid for products or services based on changes in price-determining factors, such as the price of raw materials, wages and exchange rates.
- d. All prices stated in offers are exclusive of VAT, and/or local taxes, unless expressly stated otherwise.

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- e. If the Customer places an order that was not preceded by an offer from TMSi, an agreement will not be established until TMSi has accepted this order in writing.

DELIVERY, DELIVERY TIMES AND TRANSPORT

Article 4

- a. The stated delivery time starts on the first working day after the day when the official order is received from the Customer and an agreement has been reached between TMSi and the Customer regarding all technical details, and after all information and equipment needed to perform the agreement are in the possession of TMSi. If the offer requires an advance payment (whether or not partial), the stated delivery time does not start until the first working day after the day on which this payment is received.
- b. If the delivery time is not met, for whatever reason, TMSi will never be liable for damage or harm - including consequential loss - incurred as a result by the Customer or third parties.
- c. Products are delivered exclusive of rights to the Customer's delivery address (Incoterms 2010: Delivery at Place DAP), on the understanding that TMSi reserves the right to invoice its costs for items such as administration, order handling and freight charges.
- d. TMSi is free to choose the means of transport at all times. If the Customer prefers a different type of transport, he, she or it will be liable for the extra costs.
- e. TMSi is permitted to deliver sold items in partial deliveries, providing this has been agreed in advance with the Customer. If the items are delivered in partial deliveries, TMSi is authorised to invoice each part separately.
- f. Stated delivery times must never be considered as fatal deadlines. In the event of a delayed delivery, TMSi must be issued with a written notice of default, allowing a reasonable deadline for performance.

ADDITIONAL WORK

Article 5

Delivering items and/or performing activities or providing services that are not named in the agreement or that are agreed subsequently in writing is considered to be additional work. Additional work is also considered to include all changes in the agreement (e.g. changes to specifications or components at the Customer's request) and the ensuing costs, as well as the costs resulting from the provision of incorrect information, drawings, models and the like by the Customer. TMSi will invoice the Customer for additional work based on price-determining factors in the business segment that apply at the time when the additional work is performed.

PAYMENT

Article 6

- a. Payment must be made in euros - without any form of settlement or postponement - by crediting the amount concerned to one of the accounts stated on the invoice.
- b. The Customer must pay the invoice amounts in full by the payment deadline agreed with TMSi. This payment deadline should be considered a fatal deadline.

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- c. In the event of late or incomplete payment, the Customer will owe TMSi interest of 1% per month or part of a month, whereby part of a month qualifies as a full month, calculated over the remaining invoice amount from the due date up to and including the day of full payment.
 - d. All costs accruing for collection purposes, in particular extrajudicial costs, are at the expense of the Customer. The extrajudicial costs are set at 15% at least of the principal amounts that are owed.
 - e. Each payment by the Customer will be applied first towards payment of the interest owed and then to payment of the collection charges, except for legal costs. Not until these amounts have been paid in full will any payment by the Customer be used to reduce the receivable principal amounts, starting with the oldest invoice.
 - f. TMSi reserves the right to refuse delivery if there are doubts about the creditworthiness of the Customer or due to other business reasons. TMSi has the right at all times, including during the performance of the agreement, to defer compliance with its obligations until the Customer - at the request of TMSi - has provided collateral to cover compliance with the Customer's payment obligations. TMSi also has the right to demand collateral to cover future Customer deliveries.

RETENTION OF TITLE

Article 7

- a. Title to the purchased goods and/or services is not transferred to the Customer until the Customer has complied with all of his/her obligations towards TMSi to pay the principal amount for the delivered or still to be delivered products and/or performed or still to be performed services and the associated interest, costs and damages.
- b. However, the Customer is entitled to have the products at his/her disposal in the normal course of business before the entire principal amount has been paid. The Customer is not authorised to encumber the products with a pledge or any other right. The Customer is obliged to inform TMSi immediately if third parties assert rights to products that still belong to TMSi. At TMSi's first request, the Customer is obliged to provide a bank guarantee as collateral for payment by the Customer.
- c. By way of supplement to the provisions of paragraph a of this article regarding retention of title, the Customer undertakes, upon the first request accordingly by TMSi, to reserve a non-possessory pledge and to establish said pledge as necessary on the products of which full ownership is transferred by TMSi, in order to provide collateral for all existing and future receivables from TMSi, of whatever origin.
- d. In the cases referred to in Article 10, TMSi is irrevocably authorised, without notice of default being required, to remove products to which it still holds title, or to cause them to be removed, from their current location. TMSi has the right to either retain the products until the owed amount - including interest, costs and damages - is paid in its entirety, or to sell the products to third parties, in which case the net revenue is deducted from the total amount owed by the Customer.

CLAIMS

Article 8

- a. Upon delivery and receipt of the products, the Customer must check whether the delivery is in accordance with the Customer's purchase order or purchase agreement, deviations of which the Customer must report within one working week, stating reasons.

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- b. Claims regarding the delivered products will only be treated by TMSi if they are brought to the attention of TMSi within eight days of the Customer being reasonably able to discover the shortcoming(s). Complaints regarding invoices that have already been sent must be brought to the attention of TMSi no later than on the due date. After the due date has passed, the Customer is considered to have found the delivered products and/or issued invoices to be in order.
 - c. All complaints must be made in writing and sent to TMSi within the deadline stated in the previous paragraphs, subject to loss of rights by the Customer.
 - d. The Customer is obliged to strictly observe the conditions regarding the manner of storage and handling of the delivered products in accordance with the TMSi user's guide.
 - e. The Customer must give TMSi the opportunity at all times to assess the complaint and to address any shortcoming.
 - f. If it deems the claim made to be well founded, TMSi reserves the right to either replace or repair the products, or to issue a credit note for the returned products in the amount of no more than the invoice value.
 - g. Return shipments are not permitted without the prior written consent of TMSi and have to be accompanied by a statement of reasons. TMSi has drawn up an RMA (Return Merchandise Authorisation) procedure for this purpose, which the Customer can download from the website or which will be sent directly to the Customer on request.
 - h. Products delivered by TMSi, on which a valid claim in accordance with the provisions of this article has been asserted, will only be taken back by TMSi if and to the extent that the products are in the packaging and condition in which they were delivered.
 - i. Claims do not defer payment obligations.

WARRANTY AND LIABILITY

Article 9

- a. TMSi guarantees that the products delivered comply with the applicable requirements and standards and that they will be free from defects for a period of 12 months. A warranty period of 12 months applies for sensors, cables and other accessories, except in case of normal wear and tear. Unless otherwise indicated by TMSi, a warranty period of 6 months will apply on repaired parts in the event that repairs take place outside the warranty period. The warranty period starts on the invoice date.
- b. In the event of defects within the warranty period, TMSi, at its discretion, will replace or arrange for the repair of the products within a reasonable period after receipt of the products, or if returning the products is not reasonably possible, after written notification of the defect. In the case of replacement, the Customer undertakes in advance, to return the replaced products to TMSi and to assign title to these products to TMSi.
- c. A claim under warranty cannot be made if the defect developed as a result of injudicious or improper use or if, without the written permission of TMSi, the Customer or third parties made or tried to make changes to the products or used them for purposes for which they are not intended.
- d. TMSi does not accept any liability, in any manner whatsoever, for any consequential loss or damage sustained by products and services delivered by TMSi, unless the Customer demonstrates that the loss or damage was caused by an intentional act or omission or gross negligence on the part of TMSi.

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- e. If the Customer demonstrates that the loss or damage as referred to in paragraph d of this article was caused by an intentional act or omission or gross negligence on the part of TMSi, with the exception of loss or damage caused by executive officers and other executive staff, the resulting amount of damages owed is limited to the sale value of the product (including its packaging) that caused the loss or damage observed by the Customer.
 - f. Notifications by or on behalf of TMSi regarding quality, composition, handling in the broadest sense of the word, possible applications and properties, etc. of the products will only apply if guarantees are given in writing and expressly in the form of a warranty.
 - g. When applying or using products, the instructions given in the TMSi user's guide must be followed. The Customer is obliged to take measures to minimise any loss or damage that has occurred. In particular, the Customer will comply with TMSi's instructions regarding products and packaging. TMSi's liability ceases if the Customer does not fully comply with the above obligations.
 - h. Any claim in relation to loss of profits or any other indirect or consequential damages of any kind is excluded. The Customer indemnifies TMSi against any claims by third parties for loss or damage suffered or that will be suffered, in accordance with the provisions of this article.

TERMINATION AND POSTPONEMENT

Article 10

If the Customer fails to comply with any of his/her obligations ensuing from the agreement, or fails to do so in a timely or proper manner, as well as in the event of its bankruptcy or application for bankruptcy, moratorium or application for a moratorium or total or partial takeover or liquidation of the Customer's company, the Customer will be considered in default by operation of law and TMSi will have the right either to defer the performance of the contract partly or in its entirety, or to declare said contract terminated in part or in whole, without judicial intervention, without prejudice to any further rights accruing to TMSi, including the right to demand full payment of damages.

FORCE MAJEURE

Article 11

- a. TMSi is not bound to comply with any obligation, if it is prevented from doing so as a result of a circumstance for which it is not to blame, or for which pursuant to law, legal acts or generally held opinion, it is not responsible.
- b. If force majeure or other extraordinary circumstances - including, but not limited to, a strike, a stagnated product supply or a fire, either at TMSi or at (one of) its suppliers - prevent TMSi from complying or complying in a timely manner with its obligations under the contract, it has the right to perform the obligations concerned within a reasonable period, or – if compliance within a reasonable period is not possible – to declare the contract terminated either in whole or in part.

BRANDS AND TRADE NAMES

Article 12

- a. The Customer is not allowed to use trade names, brands and packaging used by TMSi in its business, other than with the written consent and on the instructions of TMSi. The Customer is bound to comply strictly with TMSi's instructions in this regard.

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- b. Unless otherwise agreed in writing, all rights ensuing from intellectual and industrial property, as well as copyright are vested in TMSi.

HARDSHIP CLAUSE

Article 13

If the circumstances assumed by the parties at the time when the agreement was established change so significantly that compliance with one or more of these conditions cannot reasonably be demanded from one of the parties, consultations will take place regarding interim amendments to the agreement.

APPLICABLE LAW AND COMPETENT COURT

Article 14

- a. All transactions covered by these terms and conditions will be subject to Dutch law, including the statutory provisions regarding the General Terms and Conditions. The applicability of the Vienna Sales Convention is excluded.
- b. Any dispute that may arise between TMSi and the Customer for which a solution cannot be reached in mutual consultation will be brought exclusively before the competent court in Almelo or, at TMSi's discretion, before the competent court in the Customer's place of residence.

DEPOSIT

Article 15

These General Terms and Conditions have been deposited with the Chamber of Commerce under number 20056730.