

General Delivery Terms and Conditions Meekers Medical B.V.

Article 1 – General

- 1) These conditions apply to every offer, notification, agreement from and/or with Meekers Medical. Only these conditions apply between Meekers Medical and the client; any conditions/purchasing conditions of the client are inapplicable.
- 2) In these general delivery conditions, the following are defined:
 - a) Contractor: Meekers Medical B.V., Utrecht. Registered office in Utrecht.
 - b) Client: The one to whom the previously mentioned notification is addressed or with whom the agreement is concluded, including an agent, representative or intermediary acting on behalf of the client.
 - c) Supply: The supply of goods and/or services.

Article 2 – Offers

- 1) Every offer made by the contractor is free of obligation and holds true under normal conditions, unless otherwise specified.
- 2) If goods are offered from stock, this is subject to interim sales.
- 3) If an offer has a limited period of validity or is made subject to certain conditions, this will be expressly stated in the offer.

Article 3 – Creditworthiness

The contractor reserves the right at all times to require the client to provide security for the fulfilment of their obligation to the contractor, and has the right to suspend the delivery obligation until the request for security has been satisfied.

Article 4 – Prices

Regarding deliveries and price lists/catalogues, the following applies:

- a) Price lists/catalogues are free of obligation and can be amended without prior notification.
- b) All prices exclude VAT and include any state surcharges.
- c) Assembly costs are not included in our prices, unless expressly stated otherwise.
- d) The prices in the offer are valid for two (2) months after the date of the offer, unless otherwise agreed. Prices and printing errors are subject to change.
- e) Prices/price increases are determined not only according to price indexing but also to changes in legislation.
- f) If state surcharges are increased, this increase can be added to the sales price without prior notification, even after the sales price has been set. If, within three months of concluding the agreement, the contractor increases the price, the client has the right to annul the sale by written notification, which must reach the contractor within fourteen days after notification of the price increase.

Article 5 – Packaging

Packaging is included and has no further value. Exceptions will be charged.

Article 6 – Supply

- a) The delivery is always made "ex warehouse in Utrecht". Agreed delivery times will be taken into account as far as possible, but are not binding.
- b) Exceeding the delivery deadline therefore does not give the client the right to annul the agreement and/or claim compensation.
- c) We clean all medical devices, including medical clogs and the medical devices returned to us for repair and fixation, but do not deliver them mechanically cleaned and/or sterilised to the client. The client must sterilise the medical device before use, according to the appropriate guidelines, to minimise the risk of bacterial contamination. We are not responsible for the costs associated with this.

Article 7 – Transfer of risk and ownership

1) The risk of transporting goods to the client or to a delivery address specified by the client is borne by the contractor. Immediately after signing for receipt, the client bears the risk for all direct or indirect damage which could occur to or through these goods.

2) Without prejudice to the other applicable rights, if the client does not comply with the obligation to pay the contractor, or the resulting obligation to pay interest and/or costs to the contractor, or does not do so in time, the contractor is entitled to take back the delivered goods without notice of default or legal intervention.

3) The client must provide the contractor with all the necessary information to keep the PMS/PMCF of the delivered article(s) up to date and complete in order to comply with the requirements of the European directive (MDR 2017/745).

Article 8 – Payment

1) Unless otherwise agreed in writing, payment must be made in Dutch currency within thirty days after the date of the invoice; upon failure to do so, the client is automatically in default and owes interest of 1.5% per month on the remaining sum owed from the last date mentioned.

2) The transport costs charged by the contractor cannot ever be deducted without prior written permission.

3) If payment is not made in full within the set deadline, the client is in default without a notice of default being necessary. If the client is in default, everything owed by the client to the contractor is immediately due and payable. The client will then owe extrajudicial collection expenses in addition to the statutory interest in accordance with the collection letter of the Dutch Bar Association. The costs of judicial recovery, including that for filing for bankruptcy and seizure (prejudgment or otherwise), are to be paid by the client. Acceptance of a bill of exchange or other commercial paper does not count as payment, as long as no actual payment is obtained.

4) If payment is not made in full, collection costs will be charged, which amount to 15% of the invoice amount

with a minimum of € 40 and a maximum of € 6,775 based on a graduated scale (incl. VAT). The scale used to calculate collection costs is as follows: For the first € 2,500; 15% of the claim. For the next € 2,500; 10% of the claim. For the next € 5,000; 5% of the claim. For the next € 190,000; 1% of the claim; and over the remainder of the claim, 0.5% of the claim.

Article 9 – Returns

Except in the event that a contract with a consumer is annulled, shipments are not taken back by the contractor unless expressly agreed otherwise with the client. Return is never allowed if the goods are incomplete or damaged, not included in the standard assortment, unavailable and/or not delivered by the contractor. If the contractor grants permission to return a shipment, then the returned goods are solely credited for the invoice price, minus 10% for administration costs, with a minimum of € 15 excl. VAT.

For an agreement concerning the delivery of an article, the consumer client has the option to annul the agreement without giving reasons within 14 days, starting from the day the agreement was concluded. See the returns policy on our website, which also contains the withdrawal form.

Commercial clients do not have this right.

Article 10 – Projects

For jobs with an invoice value of € 5,000 or more, the client must pay 30% of the invoice sum in advance. This does not prejudice the contractor's authority to demand advance payment for jobs with a lower invoice value.

Article 11 – Confidentiality and personal data

Parties will treat as strictly confidential all confidential information they provide to each other before, during or after implementing the agreement, in accordance with the method set up for that purpose.

Parties will impose this obligation on their employees and on third parties they may engage to carry out the agreement. Meekers Medical's method of handling confidential information is described in the privacy declaration published on its website. The client is responsible for complying with the GDPR and/or other applicable legislation and regulations. If required by an amendment to this legislation and regulations, the parties will come to new agreements in line with the legislation before the new legislation and regulations take effect. If it is impossible to reach new agreements before the legislation takes effect, the parties will commit to doing so within a reasonable deadline after it takes effect.

Article 12 – Complaints & Guarantee

Complaints concerning the quality and quantity of the goods supplied, and any damage to the packaging, must be reported in writing to the contractor's sales department within 8 days of the receipt of the goods. If notification is made by telephone, it must be immediately confirmed in writing. The contractor must inspect the goods in question as soon as possible after receipt of the notification. The client is obliged to keep the goods available for 30 days after notification for inspection and possible return to the contractor; failing which, any right to a claim will lapse. A complaint does not lead to suspension of the client's obligation to pay in agreement with the invoice sent by the contractor. If the delivery has a hidden defect, the complaint must be lodged within 8 days after discovery of the defect, and the client must be able to demonstrate that the defect could not have been found earlier. If the complaint proves to be valid, the contractor will provide the same guarantee as that received from their supplier. The contractor has the right to choose to replace the goods or to credit the client for any payment done by the client for the goods.

Article 13 – Compensation, maximum liability

- 1) Only damage that the client can indisputably demonstrate is a result of a circumstance or event for which the contractor is legally liable is liable for compensation by the contractor.
- 2) Damage in the form of loss of profit or reduced revenue is never eligible for compensation.
- 3) The client indemnifies the contractor for all agreements with third parties deriving from or connected to the agreement reached by the contractor with the client.
- 4) All agreements for compensation lapse one year after delivery.

Article 14 – Force majeure

Force majeure is defined in these General Delivery Conditions as every circumstance independent of the contractor's will, even if it could be foreseen at the time of concluding the contract, which hinders the implementation of the contract permanently or temporarily, in the contractor's company or those of its suppliers, as well as to the extent not already included, strike, fire and other serious malfunctions or failure of the internet, power failures, network attacks, attacks of malware or other malicious software, domestic unrest, terrorism, mobilisation, war, blockage in transport, strike, stagnation in supply, fire, flood, natural disaster, import and export restrictions and in the event that Meekers Medical is made unable to deliver by its own suppliers, regardless of the reason for this, due to which compliance with the contract cannot be reasonably expected of Meekers Medical. Meekers Medical will do everything possible - within reason - to fulfil its obligation or suggest a solution acceptable to both client and contractor. If a situation of force majeure lasts longer than 90 days, then the parties have the right to annul the agreement immediately in writing.

Article 15 – Applicable law in disputes

The agreement and all its parts are subject to Dutch law and considered to have been concluded in the Netherlands.
Article 16 – Filing

These general terms and conditions apply from 25 May 2018. These general terms and conditions have been filed with the commercial register of the Chamber of Commerce of Utrecht under number 30168971. The terms and conditions can be requested from Meekers Medical.

Contact details

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