

## General Terms of Delivery Meekers Medical B.V.

### General

In these general terms of delivery the following terms are defined as stated below:

- a) Contractor: the private company with limited liability **Meekers Medical B.V.**, with its registered office in Utrecht, the Netherlands.
- b) Customer: every natural person or legal entity who requests an offer / a guide price and / or negotiates with Contractor about concluding an agreement and / or grants Contractor an assignment for the delivery of goods or services as specified in further details in the agreement.
- c) Delivery: The delivery of goods and / or the performance of services.
- d) Agreement: the agreement between Contractor and Customer pertaining to the delivery.

### Article 1 - Applicability of the general terms

- 1) These general terms apply to every tender, offer and agreement between Contractor and Customer.
- 2) If a provision of the general terms proves to be void or voidable, this will not affect the validity of the other provisions. In such circumstance the parties will replace the provision in question by a provision that approaches the intention of parties as closely as possible.
- 3) The applicability of general terms of Customer is explicitly rejected.
- 4) These general terms may be amended by a single notification from Contractor to Customer. In the absence of a protest within 30 days after this notification, the amended general terms will apply from the day of the notification, to all new agreements to be concluded between parties and to all valid and current agreements, in so far as these are performed after the day of the notification.

### Article 2 – Tenders

- 1) All tenders, price quotations, cost budgets, and suchlike from Contractor are entirely free from obligation, unless otherwise stipulated by Contractor in writing.
- 2) All information and / or specifications provided by Contractor are approximates only, unless expressly stipulated otherwise in writing.

### Article 3 – Creditworthiness

Contractor at all times retains the right to demand the provision of collateral from the Customer for compliance with its obligation towards Contractor and at all times has the right to suspend its obligation to deliver until the demand for the provision of collateral has been complied with.

### Article 4 – Prices

The following applies with regard to price lists / catalogues:

- a) Price lists / catalogues are free from obligation and may be amended without advance notice.
- b) All prices are excluding VAT and including any government surcharges.
- c) Assembly costs are not included in our prices, unless expressly stated otherwise.
- d) The prices quoted will be valid until two (2) months after the date of quotation, unless otherwise agreed. Prices are subject to change and subject to printing errors.
- e) Not only price indexation, but also a price rise as a result of amended laws and regulations will be decisive for the prices and may be implemented by Contractor.
- f) In case of a rise of the surcharges imposed by the government, these may be charged on to the sales price, even when this sales price has already been determined. In case Contractor increases the price within three months after concluding the agreement, Customer will have the right to terminate the agreement by way of a written notification, which notification must be received by Contractor within fourteen days after the notification of the price increase.

### Article 5 – Packaging

Packaging is included and has no further value, unless otherwise agreed in the agreement. Exceptions will be charged on.

### Article 6 – Delivery

- a) Delivery will always be “ex warehouse Utrecht”. Delivery times that have been agreed will be observed as much as possible, however, Contractor will never be bound by these and will therefore never be final deadlines.
- b) Transgression of the delivery time does not confer the right to Customer to terminate the agreement and / or to claim damages.
- c) All Medical devices, also medical clogs and the medical devices submitted to Contractor for repairs or fixation will be delivered to Customer by us in a clean condition, however these will not be mechanically cleaned and / or sterilised. Before using the medical device Customer will be required to sterilise it in accordance with the guidelines to that effect, which will limit the threat of a bacterial contamination to a minimum. The costs in connection with this will be borne by Customer.

### Article 7 – Risk transfer and transfer of ownership

- 1) The risk of transportation of the goods to Customer or to an address for delivery submitted by Customer will be borne by Contractor. Immediately after Customer has signed for receipt of the delivered goods, Customer bears the risk for all direct and indirect damage that may arise to or from these goods.
- 2) Without prejudice to the other rights it is entitled to, Contractor will also have the right to retrieve the goods delivered

by it without any notice of default or judicial intervention, if Customer fails to comply, or fails to comply in time, with the payment obligation entered into towards Contractor, or with the obligation to pay the interest and / or costs arising from this.

3) Customer will provide Contractor with all necessary information to keep the PMS/PMCF of the delivered goods up-to-date and complete to enable continued compliance with the European Regulation (MDR 2017/745).

## **Article 8 – Payment**

1) Unless otherwise agreed in writing, payment should be made in the currency of the Netherlands within thirty days after the invoice date, in failure of which Customer will automatically be in default.

2) The freight costs charged on by Contractor will never be deductible without advance written consent.

3) Unless expressly agreed otherwise in writing, payment must be made within the payment term as stated on the invoice. The payment term is a final deadline. Customer is not entitled to suspend or set off any payment.

4) If payment is not effected within the payment term, Customer will be in default by operation of the law. Customer will then owe the statutory commercial interest (where part of a month will count as a whole month) and the extrajudicial costs for collection pursuant to the Dutch Extrajudicial Collection Costs (Standards) Act or any regulation replacing this.

## **Article 9 – Returned goods**

Except for in case of termination of the agreement with a consumer, deliveries from Contractor will not be taken back, unless expressly agreed otherwise with Customer. Returns will never be possible if the goods are incomplete or damaged, if they are not part of our standard assortment, if they are unmarketable and / or if they have not been delivered by Contractor. If Contractor consents to taking goods back, the returned goods will only be credited against the price for which they were invoiced, subject to a deduction of 10% in administrative costs with a minimum of € 15.- excluding VAT.

In the agreement regarding delivery of an article the consumer–Customer will have the option to terminate the agreement without giving reasons within fourteen days, starting from the day the agreement was concluded. Business Customers are not entitled to do so.

## **Article 10 – Payment in advance**

Any orders with an invoice value of € 5000.- or higher require a 30% advance payment from Customer. All this does not affect the authority of Contractor to also demand advance payment in case of orders with a lower invoice value.

## **Article 11 – Confidentiality and personal data**

Parties will handle confidential information they submit to each other during or after the performance of the agreement in strict confidence according to the working methods drawn up to that effect. Parties will also impose this obligation on their employees and any third parties they engage for the performance of the agreement.

The privacy statement on the website of Contractor provides information about the manner in which confidential information is handled. Customer will in itself be responsible for compliance with the GDPR and / or any other applicable laws and regulations.

In case an amendment of the laws and regulations so dictates, parties will make new arrangements in this regard that are in line with the new laws and regulations, prior to these new laws and regulations taking effect. If it is not possible to make new arrangements prior to the new laws and regulations taking effect, parties will in any case do so within a reasonable term afterwards.

## **Article 12 – Claims and Guarantee**

Claims with regard to the quality and the quantity of the delivered goods, also damage to packaging, must be reported to the sales department of Contractor in writing within 8 days after receipt of the goods. In case of a notification by telephone, this must be confirmed in writing forthwith. After receiving the notification, Contractor will ensure the goods in question are inspected as soon as possible. Customer will be obliged to keep the goods available to be inspected and possibly taken back by Customer, for 30 days after the notification, in default of which any right of claim will lapse. A claim does not suspend the payment obligation of Customer in accordance with the invoice sent by Contractor. In case of a hidden defect of the delivered article, the claim must be submitted within 8 days after its detection, while Customer will then also be required to prove that the defect could not be detected earlier. If the claim proves to be correct, Contractor will give the same guarantee as the Contractor in turn receives from its supplier. Contractor will have the right to either replace the goods or else to reimburse any payments already made by Customer pertaining to these goods at its own discretion.

## **Article 13 – Damage compensation, maximum liability**

1) Contractor is not liable for damage, of whatever nature, arising from its use of incorrect and / or incomplete information provided by or on behalf of Customer.

2) Contractor will only be liable for damage (i) if this damage is covered by its liability insurance, being the amount paid out on its insurance policy plus the excess, or else (ii) in case of wilful intent or gross negligence on its part or on the part of one of its senior officials.

3) In case (i) there is no wilful intent or gross negligence, or else (ii) if the insurance does not pay, while Contractor is as yet liable, then this liability will be limited to only direct damage (with the explicit exclusion of liability for indirect damage) with a maximum of € 2,500.-.

4) All rights of claim and other rights, for whatever reason held by Customer towards Contractor must be received by Contractor in writing within 12 months after the moment when Customer became aware, or could reasonably have been aware of this, in default of which these will cease to apply.

5) Customer exempts Contractor from claims by third parties who incur damage as a result of the performance of the agreement.

6) Any advice rendered by Contractor will always be free from obligation and following up this advice will be at the expense and risk of Customer.

#### **Article 14 – Force majeure**

In these general terms of delivery force majeure will be understood to mean any independent circumstance beyond the control of Contractor – regardless as to whether such circumstance could be foreseen at the time the agreement was established – which permanently or temporarily impairs compliance with the agreement, be it at the company of Contractor or of its suppliers, also in so far as this does not already include work strike, fire and other breakdowns or failures of the internet, power failures, network attacks, attacks by malware or other malicious software, domestic unrest, terrorism, mobilisation, war, traffic jams, strike, delay of delivery, fire, flood, natural disaster, import and export obstructions, and in case Contractor through its own suppliers, regardless of the reason for this, is not given the opportunity to complete delivery, in such manner that compliance with the agreement may reasonable not be required from Contractor. Contractor will undertake all that is possible – within reason – to as yet comply with its obligations, or propose a solution that is acceptable for both Customer and Contractor. If a situation of force majeure has lasted longer than 90 days, parties will have the right to terminate the agreement in writing with immediate effect.

#### **Article 15 - Intellectual property rights**

1) Contractor is, or else will become the sole entitled party of all existing and future rights of intellectual property (including, but not limited to copyright law) vested in or arising from works (in whichever form, including, but not limited to detailed ideas, proposals, designs and concepts) that Contractor develops and / or has developed by others in the framework of the agreement.

2) Customer guarantees it will respect the intellectual property rights of third parties. In case Contractor violates the intellectual property rights of third parties due to actions and / or failures to act on the part of Customer, then Customer will exempt Contractor, its employees and third parties engaged by Contractor at first request.

3) By making materials or works of whatever nature available to Contractor within the framework of the agreement, Customer grants unconditional consent to Contractor to use these materials and works in whichever way, in so far as this is reasonably required for proper performance of the assignment.

#### **Article 16 – Applicable law in case of disputes**

All legal relationships between Contractor and Customer are *exclusively* subject to the laws of the Netherlands. The court in the district where Contractor has its registered office has sole jurisdiction to take cognizance of disputes between parties, *in so far as stipulations of mandatory law do not dictate otherwise.*

#### **Business information Meekers Medical B.V.**

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