

GENERAL TERMS & CONDITIONS OF SALE OF JANSEN MEDICARS

1. Applicability

- 1.1. Jansen Maarssen T.M.I. B.V., hereinafter referred to as "Jansen Medicars", specialises in developing, producing and selling items including mobile furniture, carrying systems and customised solutions for medical equipment, hereinafter referred to as the "Items".
- 1.2. These General Terms & Conditions are applicable to all sale agreements, whether national or international, between Jansen Medicars and its customers, as well as to all of its quotations and offers and to purchase orders from customers, hereinafter referred to as "the Client" or "the Clients".
- 1.3. Deviations from these General Terms & Conditions will only be applicable if they have been explicitly agreed, in writing, between Jansen Medicars and the Client.
- 1.4. The applicability of any other general conditions, insofar as referred to by the Client in its purchase order or in any acceptances of quotations or offers, is hereby explicitly excluded.

2. Quotations, offers and purchase orders

- 2.1. All quotations and/or offers are issued without obligation unless the contrary is stated explicitly.
- 2.2. All quotations and/or offers are valid for thirty days counting from the date of the quotation and/or offer, unless the contrary is stated explicitly.
- 2.3. The Client will submit any purchase order to Jansen Medicars in writing.

3. Conclusion of sale agreement

- 3.1. A sale agreement between Jansen Medicars and the Client is concluded as soon as the acceptance of the offer by the Client has reached Jansen Medicars. The acceptance must show that the Client agrees to the applicability of these General Terms & Conditions of Sale.
- 3.2. The substance of the order confirmation sent by Jansen Medicars to the Client is deemed to be complete and accurate unless the Client objects to this in writing within three working days after the order confirmation has been sent out.
- 3.3. Any amendments to the sale agreement will only be valid if they are agreed in writing between the Client and Jansen Medicars.

4. Quality and description

- 4.1. Jansen Medicars undertakes to the Client to provide Items that correspond to the description, quality and quantity of Items stated in the order confirmation and that also meet the product specifications provided by Jansen Medicars.
- 4.2. Jansen Medicars warrants that the design, assembly and quality of the Items to be supplied on the basis of the sale agreement in all respects comply with all relevant requirements for normal use as imposed by statute and/or other relevant regulations issued by government bodies in force on the date that the sale agreement is concluded.
- 4.3. Jansen Medicars does not warrant that the Items are suitable for the purpose for which the Client intends to use them, even if that purpose has been disclosed to Jansen Medicars, unless the parties have reached agreement to the contrary.

- 4.4. Jansen Medicars is entitled to make substitutions and amendments to the specifications or assembly of Items or in protocols relating to Items sold by Jansen Medicars, on condition that such substitutions or modifications have no significant impact on the general suitability of the Item and that no amendments that have an impact on the shape, appropriateness or functioning of the Item will be undertaken without the Client's approval.

5. Delivery and transfer of risk

- 5.1. Jansen Medicars will endeavour to deliver the Items within the delivery period it has specified, but the specified delivery date is approximate only and Jansen Medicars is entitled to deliver in instalments. Any delivery period specified by Jansen Medicars commences once all the information to be supplied by the Client to Jansen Medicars required for the performance of the agreement, as well as any agreed payment on account, have been received by Jansen Medicars.
- 5.2. The Items to be delivered will have the address stated on the order confirmation on them and will be properly packaged by Jansen Medicars, unless the nature of the Items renders this impossible. The Items are delivered ex-works in Maarssen, the Netherlands (Incoterms 2000), hereinafter referred to as "Delivery", unless the parties have agreed otherwise in writing.
- 5.3. The place of delivery is at the business premises of Jansen Medicars, hereinafter referred to as "Point of Delivery", unless the parties have agreed otherwise in writing. The Client accepts that the Items will be entirely for its risk as soon as the Items have left the Point of Delivery.
- 5.4. All costs associated with the transportation of the Items from the Point of Delivery, including but not limited to freight and insurance costs, are the Client's responsibility. The Client, at its own expense, bears all costs for any permits required for import or export.
- 5.5. Delivery is understood to include placing the Items in the possession of the Client or, where there is a sale with retention of title, placing the Items at the disposal of the Client.
- 5.6. If Jansen Medicars fails to deliver the Items within any period it has set, it will not be liable for the consequences of any such delay. Jansen Medicars is not obliged to pay any compensation to the Client. In such cases, after the expiry of the period, the Client is entitled to issue a formal written warning to Jansen Medicars to effect delivery of the Items within four weeks; if this second period is exceeded, the Client is entitled to dissolve the agreement.
- 5.7. The Client is deemed to have accepted the Items as soon as they are transported away from the Point of Delivery. Jansen Medicars will only issue credit in relation to Items that do not conform to the order confirmation as regards type or number, provided that any such non-conforming Items are returned and the Client reports the situation within 8 days after receiving the Items. Complaints in relation to patent defects and/or damage must be notified to Jansen Medicars within eight days after receipt of the Items, in writing, failing which any right to complain lapses.

6. Retention of title

- 6.1. Jansen Medicars remains the owner of all Items delivered to the Client until the selling price for all of these Items has been paid in full. If Jansen Medicars performs work for the Client in the context of this sale agreement, that is to be paid for by the Client, the retention of title will continue until the Client has also settled these claims of Jansen Medicars. The retention of title also applies to any claims that Jansen Medicars may acquire as a result of failures by the Client to fulfil one or more of its obligations to Jansen Medicars.
- 6.2. Until title has passed to the Client, the Items in question may not be pledged or burdened by any rights in favour of a third party, subject only to the provisions in paragraph 8 of this clause.
- 6.3. Jansen Medicars hereby reserves the right to create pledges on Items that have been delivered and in respect of which title has passed to the Client after payment, and that are still held by the Client, as further security for any claims of whatever nature that Jansen Medicars may have against the Client, subject to the provisions in Article 3:92.2 of the Dutch Civil Code.

- 6.4. The Client is obliged to look after Items that have been delivered subject to a retention of title with the requisite due care and attention and as the distinctly recognisable property of Jansen Medicars.
- 6.5. The Client is obliged to insure the Items for the duration of the retention of title against damage by fire, explosion and water and also against theft, and to allow Jansen Medicars to inspect the relevant insurance policies when first asked to do so. As soon as requested to do so by Jansen Medicars, the Client will pledge all claims by the Client against the insurers of the Items under the said insurance policies to Jansen Medicars as further security for the claims by Jansen Medicars against the Client.
- 6.6. If the Client fails to fulfil its obligations to make payment to Jansen Medicars or if Jansen Medicars has good reason to assume that it will fail to do so, Jansen Medicars is entitled to requisition and recover possession of any Items that have been delivered subject to a retention of title, as its own property.
- 6.7. After possession has been recovered, the Client will be credited for the market value up to a maximum of the original selling price, less the costs incurred by Jansen Medicars for recovering such possession.
- 6.8. The Client is permitted to sell and transfer Items that have been delivered subject to a retention of title to third parties in the context of the normal operation of its business, provided that the Client stipulates a retention of title against its purchasers, based upon the provisions of this Clause.

7. Prices

- 7.1. The prices for Items are drawn from Jansen Medicars' price list, offers and quotations. The prices indicated by Jansen Medicars exclude turnover tax (VAT) and other levies and charges imposed by or on behalf of government bodies.
- 7.2. The Client is obliged to pay the price indicated by Jansen Medicars along with any applicable taxes and levies thereon, with the exception of tax on Jansen Medicars' net income, unless the Client proves to Jansen Medicars that it is exempt from the applicable taxes and levies.
- 7.3. Jansen Medicars is entitled to amend its prices from time to time without informing the Client of this in advance. Any price rises will apply to purchase orders received after the effective date of the price rise.
- 7.4. All payments are to be made in Euros, within 30 days after the invoice date, into the bank account designated by Jansen Medicars. The Client is not entitled to offset any alleged counterclaim against the selling price.
- 7.5. Jansen Medicars is entitled to demand a payment on account or full payment in advance for an order at any time, or to demand some other security for payment of the selling price, before embarking upon or continuing with the performance of the agreement.
- 7.6. The Client is in default if it fails to pay any payment instalment. From that date, the Client will owe interest of 1.5%, or the maximum permitted statutory interest rate, for each month or part of a month on the amount due, even where a deferral of payment has been agreed.
- 7.7. If the Client remains in default and if Jansen Medicars proceeds to collect its claims, the Client is also obliged to make full payment of all collection expenses, including legal expenses, with the level of these being set at a minimum of 15% of the full amount. Any payments made by the Client will be applied in the first instance towards discharging all due interest and expenses and thereafter invoices that have been outstanding the longest.
- 7.8. If the Client is in default, Jansen Medicars is entitled to suspend further fulfilment of its obligations towards the Client, without prejudice to the statutory rights available to Jansen Medicars to suspend performance. As soon as the Client is in default, all claims of Jansen Medicars against Client become immediately due and payable in full and Jansen Medicars is entitled to regard the sale agreement as having been cancelled, without judicial intervention. In such cases, the Client is liable for all loss sustained by Jansen Medicars, including loss of profit and the costs of the default.

8. Dissolution

- 8.1. Without prejudice to the provisions in Clause 7, the sale agreement will be dissolved, without judicial intervention, following written notice at the time that the Client is declared bankrupt or insolvent, seeks a provisional moratorium on payment or has its assets seized, unless the trustee recognises the obligations arising from this sale agreement as a liability on the estate.
- 8.2. Dissolution has the effect of rendering any existing claims immediately payable. The Client is liable for the loss sustained by Jansen Medicars, which may include loss of profit and transportation expenses.
- 8.3. The provisions in Clause 13 remain in full force and effect in the event of dissolution of the agreement.

9. Guarantee

- 9.1. Jansen Medicars guarantees that the Items meet its indicated product specifications and are free of manufacturing errors, as shown in its product specifications, for a period of 24 months from the date of Delivery, unless the parties agree a different guarantee period in writing or Jansen Medicars has provided a longer guarantee period for an Item.
- 9.2. On condition that Jansen Medicars agrees to this in writing then, notwithstanding the provisions in Clause 9.1, the guarantee may be extended by three months in relation to Items held in stock for resale by the Client.
- 9.3. The said guarantee means that Jansen Medicars has the option of repairing or replacing Items at its own expense. Items that have been replaced become the property of Jansen Medicars. If repair or replacement proves not to be reasonably possible, Jansen Medicars reserves the right to repay the selling price.
- 9.4. The guarantee issued by Jansen Medicars does not apply if the defects are fully or partially the result of (1) incorrect assembly, incorrect, negligent or improper use; (2) modifications and amendments performed by anyone other than Jansen Medicars or its authorised repair facilities; (3) maintenance or repairs undertaken by anyone other than Jansen Medicars or its authorised repair facilities; (4) use in combination with adapters and products from other manufacturers, unless approved by Jansen Medicars and only to the extent to which the damage would have been limited by such use; (5) use contrary to the user and maintenance instructions; and (6) external causes such as fire and water damage.
- 9.5. All Items on which repairs have been undertaken by Jansen Medicars that are not covered by the guarantee will be guaranteed for 90 days from the date of Delivery of the repaired Item to the Client.
- 9.6. Notwithstanding the terms of Clause 9.1, the guarantee period applicable to software products will be the guarantee period specified in the applicable software licence.
- 9.7. There are no guarantees apart from the explicit guarantee contained in these General Terms & Conditions. Jansen Medicars explicitly rejects all implicit guarantees pertaining to quality, saleability, absence of intrinsic incompatibilities or suitability for a particular purpose. The Client and its resellers are not entitled to make any representation or to issue any guarantee in the name of Jansen Medicars to any resellers, end user or third party. Verbal or written information or advice originating from Jansen Medicars or its employees does not create any guarantee or extension of the scope of the limited guarantee specified in this clause.

10. Liability and indemnification

- 10.1. Without prejudice to the provisions in Clause 5.6, and in the event of culpable failure to fulfil the agreement, which includes delivery of the Items in accordance with the product specifications and order confirmation, Jansen Medicars will only be liable for payment of the value of any performance that has been omitted. The loss to be compensated will under no circumstances exceed 50% of the amounts invoiced and to be invoiced to the Client (excluding VAT) under the sale agreement. In the case of a rolling agreement, the compensation will never exceed 50% of the amounts invoiced and to be invoiced to the Client by Jansen Medicars (excluding VAT) under the relevant sub-agreement.
- 10.2. Liability is excluded, other than for loss resulting from patent defects, and barring intent or gross negligence; such loss includes but is not limited to (1) loss resulting from the use of the Items; (2) payment for indirect loss and consequential loss; (3) loss due to loss of profits; (4) loss to reputation or goodwill; (5) loss resulting from delay; (6) loss due to a missed delivery date resulting from changed circumstances; (7) loss resulting from the provision of inadequate cooperation, information or materials by the Client; and (8) loss arising from actions in breach of the user and maintenance instructions delivered by Jansen Medicars with the Items.
- 10.3. In cases of intent or gross negligence, the liability of Jansen Medicars will be restricted to a maximum amount of €1,000,000 for each event giving rise to loss, whereby a series of associated events is deemed to be a single event.
- 10.4. Sizes, weights, images etc. specified by Jansen Medicars are approximate only and accordingly not binding. Jansen Medicars is not liable for discrepancies in the colour of assembled Items.
- 10.5. A precondition for the existence of any right to compensation will always be that the Client notifies the loss in writing to Jansen Medicars as quickly as is reasonably possible after that right arises.
- 10.6. The Client indemnifies Jansen Medicars and its parent company Medicarts Group B.V. (hereinafter referred to as "Medicarts Group") in respect of all liability, loss and expenses, including legal expenses, associated with claims by third parties, including employees of Jansen Medicars, that are linked to the use of the Items, barring intent or gross negligence on the part of Jansen Medicars or Medicarts Group.

11. Repairs

- 11.1. The Client will notify Jansen Medicars as soon as it is aware that an Item fails the requirements of the guarantee issued under Clause 9. The Client will ask Jansen Medicars for an RMA (Return Material Authorisation) number for the return of an Item under the guarantee provision. The Client will pay, in advance, the costs of returning an item following the issue of an RMA. The Client will adequately insure the Items to be returned, package them properly – where possible in the original packaging – and note the RMA number on the outside of the Item that has been packaged and is to be returned.
- 11.2. Jansen Medicars will investigate the alleged defects and non-conformity of any Item that is returned. If the defect or non-conformity is covered by the guarantee issued by Jansen Medicars, Jansen Medicars will endeavour at its own expense to rectify the defects or non-conformity or to replace the Item or components of it, in order to restore the condition of the Item to that covered by the guarantee. Jansen Medicars is entitled to take back the Item if repair or replacement proves not to be reasonably possible, in which case it will refund the selling price to the Client.
- 11.3. Jansen Medicars will charge its normal investigation costs for Items that are sent back that are not covered by the guarantee, unless the Client agrees to repair or (partial) replacement within five days after being notified of the results of the assessment. The costs for repair or (partial) replacement, outside the terms of the guarantee, will be charged to the Client.
- 11.4. Items returned by the Client to Jansen Medicars for repair will be sent on the basis of DDP (Delivery Duty Paid) to the Point of Delivery (Incoterms 2000). Transportation of repaired or replaced Items to the Client will be on the basis of ex-works, Point of Delivery (Incoterms 2000).

- 11.5. The Client retains its rights to the returned Items and bears the risk of loss and all costs relating to the transportation, apart from the cost of transportation of Items covered by the guarantee, which will be borne by Jansen Medicars.

12. End user complaints

- 12.1. The Client is obliged to satisfy the applicable rules in relation to incidents, corrective actions and complaints by end users relating to Items, including but not limited to investigating complaints by end users and also reporting to the relevant regulatory bodies, such as the US Food & Drug Administration in the United States of America and the European Medicines Agency in the European Union, as well as maintaining appropriate records.
- 12.2. The Client will inform Jansen Medicars immediately if it becomes aware of an incident specified in Clause 12.1.
- 12.3. If Jansen Medicars decides to recall or replace Items or to take other action, it will inform the Client of this immediately and the Client will thereupon immediately desist from the further sale and distribution of Items or components of Items under its control that are the subject of the action to be taken.
- 12.4. The Client will send copies of documents submitted to the relevant regulatory bodies to Jansen Medicars contemporaneously with their submission.

13. Confidential Information and Intellectual Property

- 13.1. Confidential Information is understood to include all information pertaining to property rights disclosed by one party to the other party, whether verbally or in writing, in machine-readable format or in any other tangible form, which is designated as "Confidential", "Property" or "Patent pending" or otherwise designated as being confidential, with the exception of information (a) already in the public domain and accessible prior to the disclosure by one party to the other party, (b) comes into the public domain and becomes accessible after disclosure by the disclosing party but not via the recipient party, (c) already in the possession of the recipient party at the time of disclosure, (d) received by the recipient party from a third party where this does not amount to an infringement of an obligation of confidentiality by the third party, or (e) developed independently of the information obtained from the disclosing party.
- 13.2. The parties agree that any information disclosed by the Client in relation to current or future functions or features of Jansen Medicars products will not be classified as Confidential Information of the Client unless the parties agree otherwise in writing.
- 13.3. The parties agree, in respect of the Confidential Information of the other party (a) to treat it in confidence, (b) not to disclose it to third parties except on a 'need-to-know' basis with third parties who have concluded a confidentiality agreement specifying that they will deal with the Confidential Information as confidentially as is specified in this document and provided that the disclosing party has obtained written permission for the disclosure from the other party, and (c) not to use it other than for the purpose of complying with the sale agreement and these General Terms & Conditions.
- 13.4. The parties are authorised to disclose the Confidential Information of the other party if this is required by law, on condition that the other party is notified of this necessity immediately and prior to the disclosure.
- 13.5. The recipient of Confidential Information will not undertake any reconstruction on the basis of reverse engineering except where that is permissible under the applicable law; nor will it use the Confidential Information for analytical experiments.
- 13.6. The Client acknowledges that Medicarts Group is and at all times remains the proprietor of all copyrights, patent rights, trade name rights, trade mark rights, model rights, rights to or relating to databases, rights relating to Confidential Information, all know-how, hardware and software, all modifications to the foregoing and all other rights of intellectual property and other property rights

(hereinafter collectively referred to as "Medicarts Group Property Rights"), owned by Medicarts Group and processed in or sold with Items, together with all improvements and derivative products thereof (irrespective of the party that creates such improvements or derivative products).

- 13.7. The sale of Items to the Client does not under any circumstances amount to a transfer of rights in relation to Medicarts Group Property Rights.
- 13.8. Neither the Client nor its employees or agents will make any changes to Medicarts Group Property Rights or other labels attached on or to Items or associated documentation delivered by Jansen Medicars.
- 13.9. All use of Medicarts Group trade mark rights and related goodwill will be for the exclusive benefit of Medicarts Group. The Client will not acquire any rights or goodwill in relation to any trade mark rights of Medicarts Group. So far as necessary, the Client will irrevocably assign all rights and goodwill in the Medicarts Group trade mark rights to Medicarts Group.

14. Intellectual Property, indemnification

- 14.1. Medicarts Group is entitled to and will defend and settle all (legal) cases, at its own expense, that are raised against the Client and pertain to allegations that any Jansen Medicars Item infringes any patent, copyright or other intellectual property right in the USA or the EU, existing at the time the Item was sold to the Client.
- 14.2. Jansen Medicars will settle any order for payment of compensation against the Client pursuant to a (legal) action as specified in Clause 14.1, on condition that (1) the Client notifies Jansen Medicars or Medicarts Group immediately of any such (legal) action, and (2) the Client gives Medicarts Group, via its lawyer, exclusive control of the defence/settlement of the (legal) action and provides Medicarts Group with all information, assistance and authority required to allow Medicarts Group to do so.
- 14.3. Medicarts Group is not bound by any indemnification or obliged to pay losses and expenses if the infringement is a consequence of (a) contributory infringement by the Client (b) the combination or inclusion of one or more of Jansen Medicars' products with other products or components, or (c) continued use of infringing Items after the Client has received notification of the (legal) action or other notifications from which the alleged infringement may be inferred, unless Medicarts Group or Jansen Medicars has given written permission for such continued use.
- 14.4. If the Item is an assembled product or if Jansen Medicars or Medicarts Group has reasonable grounds to believe that the Item infringes any patent, copyright or other intellectual property right in the USA or the EU, Medicarts Group may, at its own discretion and within a reasonable period, either (I) secure the continued use of the Item for the Client by means of obtaining a licence for the Client or otherwise, or (II) replace the Item, at its own expense, with a non-infringing Item, or (III) remove the product with which the Item has been assembled and pay the price for this.
- 14.5. Subject to the provisions in Clause 14, Jansen Medicars is not liable in relation to infringements of intellectual property rights and associated claims.

15. Force majeure

- 15.1. Neither of the parties is required to fulfil any obligation if it is prevented from doing so as a result of circumstances that are not attributable to it by law, a legal act or a commonly held opinion.
- 15.2. The following circumstances are deemed not to be the fault of Jansen Medicars: strikes, disruptions to traffic, transportation or business operations, riots, states of war, defaults on the part of suppliers of Jansen Medicars, demand for Items beyond the ability of Jansen Medicars to produce them, alleged infringements by the Items or by the use of third-party property rights in Items. In the event of demand for Items beyond the ability of Jansen Medicars to produce them, Jansen Medicars will be entitled to allocate the Items in such manner as it deems most suitable.

16. Applicable law and disputes

- 16.1. The law of the Netherlands applies exclusively to these General Terms & Conditions and to all agreements with Jansen Medicars.
- 16.2. All disputes that may arise between the parties in relation to their sale agreement or any other associated agreement will be determined by the competent court in Utrecht.
- 16.3. If any provisions of these General Terms & Conditions are void or unenforceable, the remaining provisions will remain in full force and effect and will be interpreted in such a way as to coincide with the original intentions of the parties.

17. Transfer

- 17.1. Unless written agreement has been obtained from either of the parties, the other party is not entitled to transfer any of its rights and obligations under these General Terms & Conditions to a third party. Such agreement will not be unreasonably withheld. This prohibition excludes (a) transfer to a subsidiary or associated holding company or (b) a legal successor. Any such third party, including those specified at (a) and (b), will be obliged to confirm that they are bound by these General Terms & Conditions.

18. Independent contracting parties

- 18.1. The parties' relationship with each other is that of independent contracting parties. Nothing in these General Terms & Conditions entitles either of the parties to act for or hold itself out as the agent or representative of the other party.

19. Translation

- 19.1. These General Terms & Conditions have been prepared in both English, German and Dutch. If there are any discrepancies between the English, German and Dutch versions, the Dutch version will be authoritative as regards the substance and interpretation of the provisions.