

## **GENERAL SALES CONDITIONS AND CONDITIONS OF DELIVERY OF ROVERS MEDICAL DEVICES B.V., ESTABLISHED IN OSS, THE NETHERLANDS**

### Article 1: Applicability

1. These general conditions shall apply to all offers made by us and/or to us, to all agreements concluded with us, including the execution thereof, and to all other contracts with us, without any exclusions. With these conditions the application of any general conditions applied by the buyer, under whatever name, shall be expressly rejected.
2. Any departures from the conditions below can only be accepted when concluded in writing and shall only apply after our express acknowledgement in writing to the buyer.
3. The applicability of any general conditions applied by the buyer shall be expressly rejected.

### Article 2: Offers

1. All offers of whatever kind made by us to the buyer shall be free of obligations. If no term is indicated, our offers shall remain valid for 30 days.
2. All illustrations, drawings, data concerning weights, sizes, colors, etc., shall only be by approximation and with complete reservation from our side.

### Article 3: Conclusion and Changes of Agreements

1. An agreement with us shall not be concluded, until our final acceptance or confirmation in writing of an order or a sale. In the absence of a written confirmation, the conclusion of an agreement shall appear from the execution by us of the given order.
2. Any changes in or additions to the agreement can only be concluded in writing and shall only apply after our express affirmation in writing to the buyer. The changes and/or additions shall be charged to the buyer in accordance with the prices and rates applicable at the date on which the changes and/or additions were agreed upon.

### Article 4: Quotations and Prices

1. All prices and rates shall be in EURO and shall be exclusive of V.A.T. and any other Duties, levies imposed by the government. If the sales price has been calculated including import duties, the buyer shall have the obligation to reimburse to us what we had to pay on top of the rates applicable on the day the agreement was concluded as a result of an increase of these import duties.
2. If the buyer places an order with us, and no price is mentioned by us, then the prices pertinent on the day of the order shall apply.
3. Prices and rates have been based on the expectation that the factors that determine prices and rates will remain identical to those applicable at the time the offer was made or the agreement was concluded. In case of a demonstrable change in one or more cost-price determining factors, such as purchase prices, exchange rates, wages, taxes, rights, expenses, shipment costs, and such, after the offer or conclusion of the agreement, we shall have the right to change the prices and rates agreed on correspondingly, subject to any statutory injunctions, and irrespective of the fact whether the change could have

been anticipated or not by us at the time that the agreement was concluded. In such a case the buyer shall not have the right to cancel the agreement.

4. In case of delivery in instalments, we shall have the right to invoice in instalment. Every instalment invoice shall be drawn up on the basis of the changed prices and rates.
5. The sales price has been calculated for delivery ex-works, including packaging.
6. For express deliveries, additional costs, i.e., any costs up and above normal costs for similar shipments, shall be charged,
7. A surcharge of EUR 20.- for carriage and service charges shall be charged for orders with an order value of less than EUR 250.-.

#### Article 5: Delivery

1. The buyer shall be obliged to accept the goods delivered to him by us. Refusal to accept the goods shall not discharge the buyer from his obligation to pay. The buyer shall not have the right to return any goods, unless we have granted permission in writing to do so.
2. Deliveries shall be ex-works.
3. Delivery and/or installation terms in the offers, confirmations and/or contracts, shall be provided to the best of our knowledge and shall be observed to the best of our ability, but they shall never be considered to be deadlines. The period within which, or the point of time at which we must have performed the activities agreed on or made the deliveries agreed on was also set on the basis of the assumption that the circumstances under which the delivery is to take place will not change after the moment the assignment is accepted. If such a change of circumstances does take place, irrespective of its predictability, as a result of which a delay is caused, the agreed-on time of delivery will be postponed correspondingly. Exceeding such terms as a result of whatever cause shall never give the buyer the right to cancel the agreement and/or to damages.
4. Not until the agreement is concluded, all data necessary to start the execution of the agreement and possible payments are in our possession, insofar as such payments have to be made at the conclusion of the agreement, shall the term of delivery commence.

#### Article 6: Complaints

1. The buyer shall be obliged to adhere strictly to the provided directions concerning the manner of storage and handling of the delivered goods,
2. Any complaints concerning faults or defects of the delivered goods, services rendered, and invoices concerning these goods or services must be submitted to us in writing within 14 days after the receipt of the goods. If the goods show any defects in materials or workmanship, we shall either ensure replacement or credit the buyer

to the maximum amount of the sum of the invoice; which of the two shall be decided by us.

3. The proof of the timely submission of the complaint as well as the correctness of it shall lie with the buyer. A complaint shall include the ID-number and the date of the invoice on which the goods delivered or the services rendered have been charged to the buyer, as well as an indication of the nature and the content of the complaints.
4. Any complaints submitted too late or incorrectly shall not be accepted; in such a case the buyer shall be considered to have approved of the goods delivered or services rendered.
5. In the case of a complaint the buyer shall not have the right to delay the settlement of his obligations towards us, unless the nature of the shortcoming justifies such delay.
6. With respect to complaints each partial delivery shall be considered to be a separate delivery.
7. If no comment regarding the packaging or the packing is specified on the waybill, bill of lading, consignment note nor on the receipt handed out upon arrival of the goods, this shall be considered proof that the goods were in a good and proper condition at the moment they were delivered by us.

#### Article 7: Guarantee

1. No guarantee shall be given by us on delivered goods, unless a written guarantee has been expressly agreed upon. No guarantee claims shall be accepted by us regarding colors.
2. Any guarantee obligation entered into by us shall be void, when the buyer modifies or repairs the delivered goods, or has them modified or repaired, or if the delivered goods are used for any purpose different from normal business purposes, or have been treated or maintained improperly in our opinion.
3. The guarantee shall not be valid as long as the buyer has not met his contractual obligations towards us - in time. After this the guarantee will be retroactive.
4. At all times any guarantee obligation shall be limited to the repair or replacement of a defective object or part of it. We shall never be liable for more, particularly not for any consequential damages suffered by the other party as a result of the defect.

#### Article 8: Payment

1. Payments shall be made within 30 days after the date of the invoice. We reserve the right to send goods or - in special cases - to require payment before the goods are dispatched.
2. The buyer shall have no rights of discount nor any crediting or debiting against open accounts, unless expressly agreed to by us in writing,
3. We shall always have the right to demand - in our opinion - sufficient surety that the buyer will meet his obligation to pay before we deliver or continue our deliveries. If and as long as the buyer refuses or is unable to provide such surety in such a case, we shall

have the right to defer the execution of our obligations or to consider the agreement to be annulled without prejudice to our rights to damages.

4. If the amount due as specified on the invoice has not been paid within the term agreed on, the buyer shall be without any need for notice or preceding proof of default, in default and he will owe us interest for the unpaid part of the main sum, to the percentage equal to the legal interest rate plus 2% as of the date of invoice.
5. When we pass on an invoice that has remained unpaid either in full or in part for collection to any third party, all collection costs, both legal and extrajudicial, including the full costs of legal aid of whatever kind, shall be to the account of the buyer. Extrajudicial collection costs shall be set in accordance with the collection rates of the Nederlandse Orde van Advocaten (i.e. Dutch Bar Society}, but they will amount to EUR 750,- excl. VAT minimum.

#### Article 9: Transfer of Ownership and Restrictions of Ownership

1. All goods to be delivered by us to the buyer or already delivered shall remain in our ownership, until the buyer has met all his obligations towards us (including interest and costs) with respect to the actual, previous and next similar deliveries, with respect to additional work performed or to be performed by us, as well as any claims we have against the buyer on account of his being in default of his obligations towards us.
2. Insofar as our ownership might be lost as a result of specification, the buyer shall already now grant us the right of unpropertied lien of those goods in which the goods delivered by us have been incorporated in advance, to the amount of the claim that we, in whatever capacity, may have against the buyer.
3. The buyer shall be obliged to inform us immediately on any claims on or attempts of third parties to gain ownership of or recoup goods which are - still - in our ownership. The buyer shall be obliged to do everything within his capacity to protect our ownership rights and/or rights of requisitioning.
4. In case of the buyer being in default of the obligations as referred to in this Article, we shall have the right - after proof of default - to reclaim all goods which are - still - in our ownership on the basis of the restrictions of ownership or otherwise, without recourse to the courts. The buyer shall be obliged to point out the location of the goods to us, to identify the goods as being our property, and shall already now grant us permission in advance to enter the sites and buildings - or have them entered - in order to reclaim the goods.
5. All drawings, estimates, diagrams etc. shall remain our property, and may not be copied, neither in part nor in whole, without our permission in writing, nor handed nor shown to any third party. At our request they must be returned to us at once.

#### Article 10: Rights of intellectual ownership

1. In case of any items being manufactured after drawings, models, samples, or other instructions received from the buyer, the buyer shall provide the full guarantee that no proprietary rights, patents, rights of application, trade rights nor any other rights shall be infringed by the manufacture and/or supply of these items.
2. If, on the grounds of any claimed right, any third party opposes the manufacture and/or supply of the goods referred to, we shall, without any reservations, have the right to stop the manufacture and/or supply at once and require compensation for the expenses made, without prejudice to any claims of us against the buyer for any

damages suffered and without us, in whatever capacity, being obliged to compensate him for any damages.

#### Article 11: Risks

1. The risks of the goods to be delivered by us to the buyer shall be transferred to the buyer at the very moment the goods have left the company building/warehouse to be transported to the buyer.

#### Article 12: Liability

1. Subject to any provisions of imperative law, in case of intent or flagrant default by us, or subject to what we are supposed to be obliged to do on the grounds of any guarantees given, we shall not be liable for any damages, of whatever nature, consequential or incidental, including consequential losses, losses incurred during laying up, damages to moveable and immoveable property, or to persons, both to the buyer and to any third party, even if the damages were incurred as a result of intent or flagrant default of subordinates of us or any third parties and/or auxiliaries hired by us in relation to the execution of the agreement, nor by any defects of products delivered.
2. At all times our liability shall be limited to the sum insured by us with respect to incurred damages. Should the occasion arise that there is no insurance coverage, for whatever reason, our liability shall be limited to the amount as specified on the invoice, excluding V.A.T. Any further liabilities shall be excluded.
3. The buyer shall indemnify us against any third-party claims for damages against us in relation with goods delivered to the buyer and/or activities performed on behalf of the buyer.

#### Article 13: Force Majeure

1. Force Majeure shall be deemed to be any circumstance as a result of which the buyer, in all good reason, cannot demand - further -compliance with the provisions of the agreement, even if the condition causing Force Majeure could have been foreseen at the time the agreement was concluded. Force Majeure shall always include strikes, occupation of the company, excessive sick leave of personnel, transport difficulties, uproar, sabotage, fire, damages caused by the inflow of water, malfunctioning equipment, disruptions in the energy supply, lack of raw materials, materials, or labor force, government measures always including measures obstructing or restricting import and export, sales bans, as well as all other company disruptions, either in our company or in the businesses of our suppliers and/or third parties hired by us, and also including any defaults of our suppliers and/or third parties hired by us.
2. In case of Force Majeure we shall have the right, without recourse to the courts, either to postpone the execution of the agreement for the duration of the obstruction, or to cancel the agreement, without any obligations of compensation, damages or a fine towards the buyer. In such cases the buyer shall not have the right to cancel the agreement.
3. If the condition caused by Force Majeure has lasted for three months or if it is established that the Force Majeure will last for a period longer than three months, both

parties may terminate the agreement prematurely without them having to observe any term of notice or without any mutual obligations for compensation to the parties,

4. If, at the start of the Force Majeure, we have already complied with part of the obligations agreed on, we shall have the right to invoice the activities already performed and/or already delivered goods separately and intermediately the buyer shall pay these invoices and consider them to be separate transactions.

#### Article 14: Annulment

1. If:

- a) the other party does not meet, or not in time, or not correctly, any of his obligations towards us;
- b) the other party is declared bankrupt, or if any bankruptcy petition filed against him, if he applies for suspension of payment, or if suspension of payment is applied for, or when he is granted - temporary - suspension of payment;
- c) all or part of his property is attached;
- d) the other party is incapacitated or imprisoned by order of the court;
- e) the other party is wound up or dissolved, or, if the other party is a natural person, if he dies;
- f) the other party terminates - or has already terminated - or transfers his company or a major part of it including the incorporation of his company into a company which is to be founded or which already exists;

and the other party has not yet complied with all his obligations towards us, then we shall have the right - by the sole fact that any of the above-mentioned circumstances arise, and without any warning, proof of default, or - without recourse to the courts - to consider the agreement to be annulled, or to reclaim the delivered goods as our property, or to demand full immediate payment of any amount of money due to us by the other party. In addition, we shall have the right to demand compensation from the other party for all expenses, damages and interests connected with these actions.

2. In order to be able to exercise our reclamation rights, the buyer shall already now grant us permission in advance to enter the sites and/or buildings - or have them entered - in order to reclaim the goods. The buyer shall be obliged to point out the location of the goods to us and to identify these goods as being our property.

#### Article 15: Provisions

1. If any or several provisions in the agreement concerning these general conditions is not legally valid, this will be without prejudice to the other provisions. In such a case the parties shall consult with one another in order to replace that particular provision by a provision which is as close as possible to the intentions of the parties.

#### Article 16: Arbitration

1. Any disputes ensuing from or connected with an offer, order, agreement or obligation to and/or with us, shall be settled by the competent judge in the town or district in which the supplier is established, subject to the legal provisions.

#### Article 17: Applicable Laws

1. All agreements and obligations to which these General Conditions apply, shall be governed by the laws of the Netherlands exclusively, with the exception of the Sales Treaty of Vienna.

#### Article 18: Traceability, Complaints and PMS

1. Product traceability information kept by the buyer must include:

- a. Name and Address of the Consignee;
- b. Item Number and Device Identification;
- c. Quantity of Each Item Shipped;
- d. Lot Number(s) of each Item Shipped.

2. The buyer will promptly report any complaints or incidents relating to any Rovers product sold to us, notify us of the local applicable guidelines and regulations and cooperate with us in gathering relevant information and participate in any follow-up actions related thereto.

3. The buyer will work with us to collect feedback (Post Market Surveillance Data) and report it upon request.