

## GENERAL TERMS AND CONDITIONS PRINCIPELLE B.V.

### Clause 1. General

1. These Terms and Conditions are applicable to every offer, quotation, agreement, shipment of product and services contracted between Principelle B.V., hereinafter referred to as "Principelle", and a purchasing party, buyer, third company, hereinafter referred to as "Purchaser", insofar parties have not explicitly agreed in writing to deviate from these Terms and Conditions.
2. Any other terms and conditions, any purchaser's customary purchasing or contracting terms and or conditions, are explicitly deemed not applicable.
3. In the event one or more clauses of these Terms and Conditions are disputed or deemed not applicable, all other clauses remain fully effective. Principelle and the Purchaser will engage each other with the objective to agree on a mutually acceptable new clause (or clauses, whichever the case), to substitute what was deemed not applicable with the intention to stay as close as possible to the original objective and meaning of the clause or clauses substituted.
4. Should there be any dispute about the explanation or meaning of any clause or clauses of these Terms and Conditions, parties agree that the implicit intention and objective shall define the explanation and meaning.
5. In the event Principelle does not strictly and/or continuously insists on execution of these Terms and Conditions, this should neither be construed as these Terms and Conditions being irrelevant or compromised, nor as Principelle forfeiting any right to demand strict execution of any or all Terms and Conditions at any time.

### Clause 2. Offers and Proposals

- 1 All offers and proposals made by Principelle are non-binding unless the offer or proposal contains a term or date for its acceptance. An offer or proposal will automatically expire should the relevant product meanwhile become unavailable.
- 2 Principelle cannot be bound to any offer or proposal should the Purchaser, within common reason, can be expected to understand that the offer or proposal, or any part thereof, contains a clear mistake or writing error.
- 3 All prices indicated in an offer or proposal are exclusive of Value Added Tax and duties levied by governments and authorities, and the possible costs associated with the offer and proposal which includes travel, subsistence, shipping and administrative costs, unless otherwise indicated.
- 4 Should the acceptance of offers and proposals differ from the actual written offer and proposal (regardless of the deviance being major or minor), Principelle is not bound to the deviance. Parties do not contract each other according to the deviant terms unless Principelle agrees to do so in writing.
- 5 A price indication combining different parts of a larger order does not oblige Principelle to execute any part of the order for a sum equal to that part. Special offers or conditions do not automatically apply to future orders.

### Clause 3. Shipping and Delivery

1. International shipping and delivery will be ex Works Principelle The Netherlands, Incoterms 2000.

### Clause 4. Postponement and Cancellation of the Agreement

1. Principelle has the right to postpone or cancel the Agreement or any part thereof with immediate effect if:
  - the Purchaser does not comply or adhere to the obligations of the Agreement in part, fully or timely;
  - after engaging into the Agreement Principelle receives evidence that the Purchaser will not or may not fulfill the obligations under the Agreement;
  - such circumstances occur which affect the Agreement in a manner that Principelle cannot reasonably be expected to execute the terms of agreement in their current form.
2. In the event postponement or cancellation is the result of negligence on the part of the Purchaser, Principelle has the right to require financial compensation for damages, including direct material and immaterial damages resulting from the postponement or cancellation.
3. If the Agreement is postponed or cancelled, the Purchaser is obliged to immediately pay all amounts invoiced by Principelle without further delay. In the event Principelle postpones the Agreement, her legal rights and the rights resulting from the Agreement remain uncompromised.
4. Should Principelle postpone or cancel the Agreement on grounds indicated in this clause, she will not be held responsible for damages, financial or otherwise, and will not be held to pay damages whilst the Purchaser, as a result of negligence, will be held to pay damages to Principelle.

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### Clause 5. Force Majeure

1. Principelle shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to legal acts, trade practices or general custom indicating otherwise.
2. In these Terms and Conditions, Force Majeure includes its legal definitions and all foreseen or unforeseen effects foreign to Principelle which course it cannot alter and has no influence upon, though prevents Principelle to fulfill its obligations. Principelle has the right to claim force majeure when circumstances preventing entire fulfillment of obligations occur when Principelle should have fulfilled these obligations.

### Clause 6. Payment

1. Purchaser shall pay the invoiced amount within 30 days from the date of invoice unless otherwise agreed in writing.
2. Delinquent payments are subject to an interest rate of 1,5% per month or portion thereof, but not to exceed the maximum lawful rate.
3. Principelle reserves the right to apply payments towards costs of collection, interest, and principle invoice amounts, in that order.
4. Purchaser agrees to indemnify and hold harmless Principelle for any and all costs, including attorneys' fees and costs of collection, that may reasonably result from Purchaser's failure to make full and timely payment to Principelle for the products and services provided.
5. Collection fees are assumed to amount to at least 10% of the outstanding amount with a minimum of € 125,-.

### Clause 7. Risk and Title

1. Purchaser shall bear the risk of loss to the products after delivery to the carrier. Full legal and equitable title and interest in the Product ownership shall pass to Purchaser when it has paid Principelle in full and complied fully with all obligations under the Agreement.
2. Purchaser is obliged to reasonably attend to and safeguard the property rights of Principelle.
3. Should a third party impound or seize the shipped products over which Principelle has ownership, or there is imminent threat for this to happen, the Purchaser is obliged to notify Principelle immediately.
4. Purchaser is obliged to insure the shipped products over which Principelle has ownership and keep these under insurance cover for fire and theft. Should the Insurance offer financial compensation, Principelle shall be entitled to receive these monies. As appropriate, the Purchaser shall cooperate with Principelle to this end.

### Clause 8. Returns

1. Purchaser shall notify Principelle within one week of any short delivery or defects in writing, including lotnumber, batchnumber, and expiry date. Failure to do so in time forfeits the right to repair, replacement or refund.
2. No warranty is extended should any damage be the result of improper treatment or storage of products. Purchaser is not allowed to change or modify the products. Purchaser is obliged to comply to legal and other applicable standards with regard to storage and treatment of (medical) products.
3. No returns are accepted when the expiry date of the products is within 12 months.
4. Returns are accepted only in the original unopened and undamaged packaging.
5. Notification of short delivery or defects does not relieve the Purchaser from the obligation of payment. Purchaser remains under the obligation to accept and pay all goods ordered.
6. Once parties agree that product delivered is damaged and timely notification was given, Principelle will replace the product or portion thereof within a reasonable time after the Purchaser has returned the product or offer financial compensation. Any financial compensation shall be to the relevant portion of the invoice value, with a maximum thereof. A 15% handling and administration fee is applied to all returns.

### Clause 9. Liability

1. Principelle accepts no liability for any damages resulting from inappropriate use or application other than indicated in the Instructions for Use (IFU).
2. Principelle accepts no liability above and beyond the cover of any insurance it may have and the financial compensation offered by said insurance in the event of damages.

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3. Principelle shall not accept liability for any damages resulting from any misinformation, lack of information, supplied by or supplied on behalf of the Purchaser.
4. Principelle shall not accept liability for indirect damages, loss of profit, delays, or other economic damages by companies or individuals.
5. In the event Principelle is liable for any damages, the liability shall be restricted to a maximum of the invoice value, or part thereof, of the goods shipped.
6. The liability restrictions in this clause do not apply when damages are the result of intent or serious misconduct on the part of Principelle, its management or staff.

Clause 10. Indemnity

1. Except where the claim arises as a result of gross negligence or willful misconduct of Principelle, Purchaser shall indemnify Principelle in respect of any claim which may arise against Principelle in connection with Purchaser's or any third party's use or sale of the Products.
2. Should Principelle be held responsible by any third party, the Purchaser will assist Principelle in its defence, legally and otherwise, and will undertake everything reasonably to be expected under the circumstances.

Clause 11. Applicable law

1. Agreements shall be governed by and construed in accordance with the substantive laws of The Netherlands and the parties agree that all disputes between them which they can not resolve in good faith negotiation shall be submitted to the exclusive jurisdiction of the courts of The Netherlands, to which the parties hereby irrevocably submit. This includes partial or complete execution of contractual obligations abroad with Purchasers residing in countries outside The Netherlands. The Vienna Purchasing Treaty is deemed not applicable.
2. Parties will only revert to a Court of Law after exhaustive efforts to solve their differences and find a solutions between them. Any remaining disputes will be brought before the competent judge in the District of 's-Hertogenbosch, The Netherlands.

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