

## GENERAL TERMS AND CONDITIONS

### Sterisets International

#### Article 1. Definitions.

In these general terms and conditions, the following definitions are used:

Client: all individuals, companies, or other entities that have legal rights Sterisets will make an offer to, is looking into to enter into an agreement with, enters into an agreement with, delivers products to or performs other duties to;

Day: calendar day;

Order: acceptance by the Client of the offer as made by Sterisets

Remote agreement: an agreement where, within the framework of a system organized by Sterisets for remote sales of products and/or services, until the conclusion of the agreement, the parties exclusively use means of remote communication without the Client and Sterisets having met in person in the same room.

Sterisets: the company with limited liability Sterisets International B.V., located and holding office in (5347 JX) Oss, at Ketelmeer 3, registered in the commercial register of the Chamber of Commerce under number 17238850, reachable by telephone: 0031 (0) 412-66 77 55, website: [www.sterisets.com](http://www.sterisets.com), e-mail address: [info@sterisets.eu](mailto:info@sterisets.eu)

#### Article 2. Applicability.

Unless explicitly stated and/or agreed upon otherwise, these general terms and conditions apply to all tenders, offers, deliveries and agreements to deliver products by Sterisets to the Client. Upon request a copy will be sent to you free of charge. The general terms and conditions are also available as a download at [www.sterisets.com](http://www.sterisets.com). In case a stipulation from the agreement contradicts a stipulation from these general terms and conditions, the stipulation from the agreement will take precedence.

#### Article 3. Operating instructions.

1. If applicable to the products of Sterisets in question, the Client is obligated to fully respect the operating instructions as received from Sterisets and/or to impose them on the person who will be using the product or, if the Client does not employ the person who will be using the product, to his client/buyer with the obligation to have them imposed on the final user.

2. The results of not (fully) imposing the abovementioned operating instructions are at the full risk and responsibility of the Client.

## **Article 4. Offers.**

1. All offers are made in writing (including electronic forms of communication);
2. Unless explicitly mentioned otherwise in the tender, all offers are free of any engagement and can be recalled by Sterisets within two working days after having been accepted by the Client. Apparent mistakes or errors in the offer are not binding for Sterisets.
3. If an offer has a limited period of validity or is concluded under conditions, this will be explicitly mentioned in the agreement. If an offer does not hold an explicitly stated limited period of validity, all offers have a period of validity of maximum 31 days starting on the date as mentioned on the offer.
4. If an offer made by Sterisets is not accepted by the Client, the Client will have the obligation to compensate Sterisets for the costs occurred for Sterisets for which costs Sterisets will send an invoice to the Client.

## **Article 5. Conclusion of the agreement.**

1. An agreement with Sterisets will only be concluded when Sterisets has accepted the order supplied to Sterisets in writing (including electronic forms of communication) and Sterisets has sent an order confirmation. An agreement will also be considered concluded at the moment when Sterisets has commenced its execution.
2. The order confirmation sent by Sterisets to the Client will be considered to fully and correctly display the content of the concluded agreement. The client is expected to agree with the order confirmation, unless the client has informed Sterisets in writing (including electronic forms of communication) that the Client does not agree with its content within five working days following the date of the order confirmation.
3. Any additional agreements and/or commitments made by employees of, or in name of Sterisets and/or other persons who act as a representative of Sterisets, are only binding if those agreements and/or commitments have been confirmed in writing (including electronic forms of communication) by an authorized delegate of Sterisets.

## **Article 6. Prices.**

1. All prices are exclusive of VAT, other taxes and excise duties and, unless explicitly agreed upon otherwise and in writing (including electronic forms of communication), Ex Works, excluding packaging, transportation and other costs.
2. The prices as mentioned in the offers, agreements and order confirmations are based upon the cost factors applicable at the time of the conclusion of the agreement, such as exchange rates, manufacturer prices, prices of (raw) materials, labor and transportation costs, insurance rates, taxes, import duties and other governmental levies.
3. In case of any increase of one or more of the cost factors after the day of the conclusion of the agreement, but before the day of delivery, Sterisets retains the right to invoice those price increases to the Client.

## **Article 7. Delivery and shipment terms.**

1. As long as Sterisets does not have all the details necessary for the execution of the agreement, all mentioned delivery terms are invalid.
2. The delivery times as indicated by Sterisets are only an indication and are never a final date. The delivery times are determined with the expectation that Sterisets is not hindered during the delivery.
3. Should the delivery times be exceeded, the Client will be informed as quickly as possible and together parties will deliberate to come to a suitable solution. Exceeding the delivery time as a result of factors for which Sterisets cannot be held accountable, is not a ground for annulment and/or indemnification.
4. Sterisets will at all times be entitled to execute delivery in parts. In case the delivery is done in parts, Sterisets retains the right to consider every delivery a separate transaction.
5. Delivery is done Ex Works, where the products are made available for collection by Sterisets at their premises, unless explicitly mentioned otherwise in the agreement. The risk is transferred to the client at the moment the products are collected from the warehouse of Sterisets or Sterisets has informed the Client that the products are ready to be collected and has invited the Client to collect the products within a set period of time.
6. The Client is held to collect the products within the set period of time by Sterisets or within a delivery time as agreed upon otherwise in writing (including electronic forms of communications). Failing that, Sterisets retains the right to demand payment of the purchase price (of the non-collected part) without proof of default. In case the Client remains in default regarding payment of the purchase price, the products will be considered delivered. Sterisets will store the products at the risk and expense of the Client, where the Client becomes responsible for the costs. In case no period of time has been set or delivery term has been agreed upon, the abovementioned remains valid if the products have not been collected within 31 days after the invitation by Sterisets to the Client to collect the products.

## **Article 8. Reservation of title and security.**

1. As long as the Client has not completely fulfilled all his obligations in regard to Sterisets, including due interests and/or collection costs, the supplied products will remain the property of Sterisets. In case the products supplied by Sterisets have been processed and or treated, the newly created object will be considered the property of Sterisets until the Client has fulfilled all his obligations in regard to Sterisets.
2. The Client is obliged to keep the products which are still the property of Sterisets bases on this article sufficiently separated from other products at their or others premises.
3. Without the knowledge and prior written consent of Sterisets, the Client does in that case not have the right to pawn or to hypothecate the supplied products to third parties or to transfer their property rights and the products will remain the property of Sterisets until the Client has completely fulfilled his payment obligations in regard to Sterisets.

4. In case the Client does not fulfill one or more of his obligations resulting from the agreement regarding the sold products or the activities to be executed in regard to Sterisets, the latter retains the right to take back the products, both the originally supplied products as well as the newly created products, without proof of default. The Client authorizes Sterisets to enter the location where the products are stored. Sterisets will transfer the rights of property to the Client at the moment the Client has fulfilled all his payment obligations resulting from this and similar agreements, with the exception of Sterisets' right to distrain for the purpose of any other claims Sterisets has in regard to the Client. At first request, the Client will fully cooperate with Sterisets regarding all actions necessary within this framework.

## **Article 9. Payment.**

1. Payment must be done in Euro, without any deductions or discounts, within 10 days after the date of the invoice sent by Sterisets, unless otherwise agreed to in writing (including electronic forms of communication) via bank transfer to a bank account specified by Sterisets.

2. Payment to any other party than Sterisets or another bank account than specified by Sterisets does not discharge the Client of its obligation to pay.

3. In case the Client does not (completely) fulfill his payment obligations in a timely manner or accepts an official declaration of suspension of payment, the Client is automatically in default without the need to denounce default or for proof of default. In that case, Sterisets retains the right, in relation to the failure to comply by the Client, to suspend the compliance of all other commitments of Sterisets in regard to the Client, including delivery, without prejudice to all other rights of Sterisets. Sterisets retains the right to demand payment before delivery of any of the products still to be delivered or to demand a guarantee of payment in a timely manner. Sterisets also retains the right to extrajudicially annul the agreement, after which the Client must return all supplied products or otherwise undo the activities performed by Sterisets, without prejudice to the right of Sterisets to demand indemnification.

4. In case of late and/or incomplete payment, the Client will owe a late-payment interest equal to 1% per month, whereby a part of a month will be considered as a whole month. In that case, all claims by Sterisets are immediately and fully due.

5. In case Sterisets, as a result of the non-payment by the Client, is forced to engage a third party for the collection of the amount due, any costs, both judicial as well as extrajudicial, including costs for a demand for bankruptcy, will be at the expense of the Client. The extrajudicial collection costs are at least 15% of the total amount (including VAT) with a minimum of € 250.

6. In conformity with article 6:44 of the Dutch Legal Code, payments first count towards any costs as mentioned in this article, then towards the incurred interest and finally towards the total amount and the accrued interest.

7. In case the financial position of the Client noticeably deteriorates after concluding the agreement but before delivery of the products, Sterisets retains the right to fully or partially extrajudicially annul the agreement or to modify the payment terms.

8. Possible objections regarding any component of an invoice by Sterisets to be correct must be notified by the Client to Sterisets in writing (including electronic forms of communication) with its substantiation of the objection within 7 working days after the invoice has been sent by Sterisets. Without this timely notification with substantiations the invoice is considered to be accepted by the Client.

9. In case the Client has notified Sterisets of its objections to a component of an invoice, the Client will still be obliged to timely fulfill its payment obligation regarding the other components of that invoice.

10. The Client is not entitled to invoke any direct settlement of payment regarding any of its obligations.

#### **Article 10. Warranty.**

1. Sterisets warrants that the products meet all applicably European standards. Sterisets also holds the ISO certificate.

2. The abovementioned warranties are void if:

a. Invoking the warranty is the result of: (i) not (fully) observing the operating instructions or not observing them in a timely manner; (ii) intentional damages and/or destruction and misuse; (iii) mechanical defects to objects not supplied by Sterisets; (iv) modifications to the products implemented by the Client and/or the final user; (v) repairs to the products by persons not authorized by Sterisets; (vi) force majeure.

b. The Client did not correctly transport, treat, use, store or maintain the products or if the Client has used or treated the products under circumstances other than intended by Sterisets;

c. The client did not fulfill all its obligations in regard to Sterisets.

3. The Client is obligated to immediately, at least within 2 working days, and thoroughly inspect the products upon delivery for any defaults and to, in case of defects, immediately inform Sterisets, at the latest 8 days after discovery, in writing (including electronic forms of communications) with if possible one or multiple images as well as a clear and accurate description of the complaint, together with mentioning the order and/or invoice number on which the products have been delivered/invoiced. If the Client does not timely inform Sterisets of any defects that could have been noticed during a (thorough) inspection, the Client is considered to agree with the state in which the products were delivered, forfeiting all his rights.

Regarding possible defects that could not have been noticed during a (thorough) inspection the Client is obligated to immediately after discovery inform Sterisets, at the latest 8 days after discovery, in writing (including electronic forms of communications) with if possible one or multiple images as well as a clear and accurate description of the complaint, together with mentioning the order and/or invoice number on which the products have been delivered/invoiced. Sterisets also retains the right to declare the delivery accepted if late notice of any defects does harm its interests.

4. It shall not be considered a defect if:

- a. Sterisets has not been informed about the defect within the term as set in this article and/or by the means indicated;
- b. The Client does not or not fully cooperate and/or supply the information necessary to determine the merits of the complaints;
- c. The defects are the result of: (i) not (fully) observing the operating instructions or not observing them in a timely manner; (ii) intentional damages and/or destruction; (iii) mechanical defects to objects not supplied by Sterisets; (iv) force majeure;
- d. The Client did not correctly transport, treat, use, store or maintain the products or if the Client has used or treated the products under circumstances other than intended by Sterisets;
- e. The Client did not fulfill all its obligations in regard to Sterisets;
- f. Sterisets did not fulfill all its obligations in a timely manner.

## **Article 11. Consequences in case of warranty and/or defect.**

1. The Client must give Sterisets the opportunity to investigate the invoked warranty and/or the determined defect or to have them investigated. The costs incurred by Sterisets are for the expense of the Client if the claim proves unmerited and/or if there is no defect. In case it is impossible to determine the merits or if the claims of the Client are partially unmerited, the costs will be proportionally carried by Sterisets and the Client.

2. In case invoking the warranty and/or if the defect is merited as judged by Sterisets, Sterisets has the choice to repair or replace the supplied products free of charge after the products have been returned in their original state or to pay an indemnification with a maximum of the amount on the invoice, or to provide an adequate solution in consultation with the Client, which can never lead to any liability for more than the originally invoiced amount.

3. If the supplied products are replaced, Sterisets will take care of the delivery of the replacement products at the location as stipulated in article 5. The Client is obligated to put the defective products at the disposal of Sterisets at the same location, in such a way that Sterisets can immediately transport the products. Any costs incurred by Sterisets in that regard are at the expense of the Client.

4. Defects do not constitute a right for the Client to annul the agreement and/or to suspend his obligations.

## **Article 12. Annulment.**

1. In case the Client does not, or not adequately or in a timely manner, meet all his obligations towards Sterisets, as well as in case of (a request for) bankruptcy, (a request of) suspension of payment, cessation or liquidation of (the company of) the client and in case the Client to Sterisets appears to be not creditworthy (which is at least the case when the Client gets this status on a survey of a money lender), the Client will be legally considered to be in default and Sterisets retains the right, at its discretion and without the need to denounce default, any form of proof of default and legal intervention, to (i) suspend the execution of the agreement, (ii) annul the agreement extra judicially, or (iii) to demand full payment of any outstanding amounts still owed by the client to Sterisets, without Sterisets being held to any form of indemnification or warranty and without prejudice to any of its other rights.

2. Full or partial annulment by the Client is done through a declaration in writing (including electronic forms of communication) to Sterisets and will only be valid after Sterisets has agreed to the annulment in writing (including electronic forms of communication). Before the Client sends a written declaration of annulment to Sterisets, the Client must at any times first serve notice to Sterisets and offer a reasonable term to fulfill its obligations or to rectify any shortcomings, which the Client must clearly describe at the time of notice. In case Sterisets is unable to fulfill its obligations after a partial delivery, the Client does not have the right to fully annul the agreement. The Client does not have the right to fully or partially annul the agreement in case the Client has already been in default regarding its obligations. In case Sterisets agrees to annul the agreement without being in default, Sterisets retains the right to an indemnification for any material losses, such as any costs, lost profit and reasonable costs incurred in order to determine the damages and liability.

3. In case of a partial annulment, the Client cannot claim the annulment of any of the obligations that have already been fulfilled by Sterisets and Sterisets retains the right to full payment for any and all of the services already provided.

## **Article 13. Liability.**

1. Sterisets can only be held liable for indemnification of damages based on this article.

2. In case of a shortcoming regarding the fulfillment of any of its obligations in regard to the Client accountable to Sterisets, Sterisets will only be liable for compensation of replacement in the form of indemnification for an amount that equals the obligation that Sterisets did not meet. Sterisets can never be held liable for any other damages, such as indirect or consequential damages, damages due to loss of profit and additional compensation in any way or form.

3. In case Sterisets will be liable for damages based on this article under 2, the cumulated maximum liability for Sterisets is always limited to the amount on the invoice.

4. Sterisets can never be held liable for damages if the products as delivered by Sterisets have been provided with an addition, edited or processed.

5. In case Sterisets or one of its employees or subordinates has acted unlawfully and Sterisets can legally be held liable, Sterisets will only be liable for compensation of damages caused by death or injury and other damages in case of clear intent or gross negligence.

Sterisets can never be held liable for other damages based on an unlawful act. The liability of Sterisets for these damages will in any case be limited to the compensation amount that the insurance of Sterisets will grant and pay.

6. The client will safeguard Sterisets against all third-party claims that are in any way related to the agreement, including any costs incurred by Sterisets related to the agreement.

7. Any right to compensation of damages by the Client will only occur in case the Client has informed Sterisets of the damages immediately, or at least within six months, after the damages have occurred.

## **Article 14 Subordinates.**

1. Any commitments made by Sterisets' employees are only binding if Sterisets has confirmed the commitments in writing (including electronic forms of communication).

2. In all cases where Sterisets can invoke these General terms and conditions all subordinates of Sterisets, both employees and third parties commissioned by Sterisets, will be able to invoke the same General terms and conditions.

## **Article 15. Force majeure.**

1. In case Sterisets cannot, not adequately or in a timely manner, fulfill its delivery obligations as a result of force majeure, Sterisets retains the right to extrajudicially annul the agreement or the part of the agreement that has not yet been executed, or to suspend its execution for a determined or undetermined period of time, at its own discretion. In case of force majeure the Client does not have the right to claim an indemnification from Sterisets. Sterisets cannot be held liable for damages and the Client does not have the right to (extra judicially) annul the agreement.

2. Besides the definitions provided by the law and the jurisprudence, force majeure includes all external causes, foreseen or unforeseen, which Sterisets cannot influence, but as a result of which, Sterisets is unable to fulfill its obligations, including strikes in the company of Sterisets or of third parties. Sterisets also retains the right to claim force majeure in case the circumstance which impedes the (further) fulfillment of the agreement occurs after the moment Sterisets was supposed to have fulfilled its obligations.

## **Article 16. Settlement of disputes and applicable law.**

All agreements are subject to Dutch law, to the exclusion of the Vienna Sales Convention. Any disputes between Sterisets and the Client resulting from an agreement as concluded between the two parties will, in principle, be treated by the competent judge of the district of Eastern Brabant.

## **Article 17 Intellectual Property.**

The Client indemnifies Sterisets against all claims made by third parties regarding infringement of rights, including any right of intellectual property,

regarding all the information, including designs, drawings i.e., that the Client has provided to Sterisets and have been made by or commissioned by the Client and Sterisets has performed her activities based on this information. The Client will be liable to pay compensation of all the damages of Sterisets as occurred or still to occur as a result of infringement actions by the third party regarding infringement of their rights, including any right of intellectual property.

2. Drawings, technical descriptions, design and calculations that have been made by or been commissioned by Sterisets will remain in any case the property of Sterisets. The Client will not be permitted to use or provide this information to get an offer from a third party with similar details. Copying or multiplying of this information is not permitted. In case no agreement with Sterisets will be concluded, the Client is obliged to send this information in its original form back to Sterisets after Sterisets has put in a request to return this information in writing (including electronic form of communication).

#### **Article 18. Invalidity.**

If any provision of is invalid or illegal, all other provisions shall remain in full force and effect for as long as the economic or legal substance of the transactions contemplated hereby have not been affected in any manner materially adverse to either party.