

2MEDICAL-europe
STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS
Kamer van Koophandel Utrecht e.o. 30274210

Application of Conditions

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

1. Prices

- 1.1. Prices correct at time of going to press but subject to change in case of mistakes.
- 1.2. The Seller reserves the right, by giving notice to the Buyer at any time before acceptance, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 1.3. Prices quoted are FOB Seller's warehouse in the Netherlands.
- 1.4. Shipping, & Delivery will be arranged by seller and charged to buyer at cost price.
- 1.5. Where applicable V.A.T. will be charged at the current rate.
- 1.6. For shipments to destinations outside the EU, export documentation will be arranged by seller and charged to buyer at cost price.

2. Quotations

- 2.1. Quotations are valid for 10 days, unless otherwise confirmed in writing, and are subject to confirmation on receipt of order.
- 2.2. If prices are quoted for a specified order or tender and the final quantity confirmed by buyer is below that specified, supplier retains the right to fairly correct the invoiced prices to a higher amount.

3. Amendments & cancellations

- 3.1. Amendments & cancellations of confirmed orders can only be accepted with the prior consent of seller.

4. Special order handling.

- 4.1. Orders below 500 Euro will be subject to 20 Euro extra handling charge.
- 4.2. An additional handling charge may apply for delivery of particularly bulky goods, or for deliveries to multiple sites, or where any other special circumstances apply, including timed deliveries. The additional costs will be communicated to the buyer.
- 4.3. Minimum order value 100 Euro. Smaller orders are subject to acceptance at seller's discretion and a 10 Euro small order charge may apply.

5. Claims on delivery

- 5.1. Claims for non-delivery, incorrect pricing or other assumed invoice errors must be made by buyer in writing within 7 days of invoice date.
- 5.2. Claims for breakage or damage in transit must be made upon receipt of goods and communicated to seller immediately but no later than within 2 working days from date of arrival at destination. Any claim should be fully documented including but not limited to photos and samples of any defects. The original shipping and packaging material must be kept and made available for inspection.
- 5.3. Claims for short delivery must be made by buyer in writing within 2 working days from date of arrival at destination.

6. Terms of Payment

6.1. Pre-payment, letter of credit or

6.2. Credit account upon application.

6.2.1. Credit accounts can be changed or cancelled by supplier at any time.

6.2.2. Credit accounts are strictly 30 days net.

6.2.3. An interest of 1.5% per month will be charged on overdue accounts.

6.3. If buyer has a good faith dispute with respect to an invoiced amount, it shall pay the undisputed amount of the invoice and notify seller of the disputed amount and the reasons for such dispute within seven (7) days from the date of invoice date. The Parties will use their best efforts to resolve any such dispute within twenty (20) days thereafter.

6.4. Goods remain the property of seller until payment, including charges and interest is received in full.

7. Guarantee & limit of liability

7.1. All products are guaranteed for one year against faults arising from faulty workmanship or materials; this excludes accidental damage, misuse and fair wear & tear.

7.2. To claim warranty service, obtain prior agreement for the return of goods. Return the complete product to seller with all shipping charges pre-paid. A written explanation of the claimed fault must accompany the goods.

8. Returns

8.1. Returns related to shipments in error will be accepted at seller's expense, but only after prior agreement and instructions by seller on the return shipment.

8.2. Please contact seller to obtain prior agreement for any other return of goods which must be returned carriage paid. Credit is subject to discretionary decision of seller on the goods being suitable for re-sale and may be subject to a re-handling charge. No credits can be granted on goods returned without seller's prior consent.

9. Descriptions & Specifications

9.1. Descriptions & specifications are subject to non-material change without notice.

10. Proper Law

10.1. All contracts shall be governed by Dutch Law.

10.2. Jurisdiction for any dispute shall be the applicable court in the Netherlands.

Definitions and Interpretations

"**Business Day**" means any day other than a Saturday, Sunday or bank holiday in Europe;

"**Buyer**" means the person who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;

"**Conditions**" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

"**Contract**" means the contract for the purchase and sale of the Goods under these Conditions;

"**Delivery Date**" means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;

"**Goods**" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

"**Month**" means a calendar month;

"**Seller**" means 2MEDICAL-europe BV a company registered in The Netherlands under number 30274210 whose registered office is at Prinses Beatrixlaan 2 3708 CA Zeist, The Netherlands

"**Writing**" means any communication effected by hard copy, facsimile transmission or any comparable means, including electronic files.