

GENERAL CONDITIONS  
VAN OOSTVEEN MEDICAL B.V.

CONCEPTIONS

article 1

- a. With VOM is understood in this General Conditions:  
Van Oostveen Medical B.V., Herenweg 269, 3648 CH Wilnis.
- b. With Customer is understood in this General Conditions:  
Every natural - or legal body with whom sales-agreements have been made for delivery of products, or under whose authority or on whose account services have been accomplished.

GENERAL APPLICABILITY

article 2

- a. These General Conditions apply to:  
All offers, sales-agreements and deliveries of products and services between VOM and customers.
- b. These General Conditions leave the conditions of the customer aside, unless agreed otherwise in written.
- c. In case the competent judge considers any of the terms mentioned in these General Conditions not applicable or not according to civil order, only the concerning term will be considered to be unwritten. The remaining General Conditions will fully remain valid, undiminished the term of article 12.

OFFERS AND PRICES

article 3

- a. All offers of VOM in pricelists, circulars, advertisements, order confirmations, letters or published in any way, are always without any obligations and can always be revoked, even if they contain a term of acceptance.
- b. Pictures, drawings, specifications of size or weight, etc. which are supplied by VOM are not binding for VOM and are only meant to give a general impression of which is offered by VOM.
- c. VOM is entitled to adapt prices or parts of it for still undelivered and/or unpaid products or services to any changes in price-setting factors, such as prices for raw materials, salaries and exchange rates.
- d. All prices mentioned in the offers are not including VAT, unless explicitly mentioned otherwise.

DELIVERY AND TRANSPORT

article 4

- a. Delivery of the products will be free on delivery address of the customer, however VOM will always have the right to charge certain costs, such as administration, orderhandling- and freightcosts. The products travel at the risk of VOM.
- b. VOM is always free in choosing the way of shipment. In case the customer prefers an other way of shipment, the extra costs will be charged to his account.
- c. Mentioned delivery times never can be considered as definite terms, unless explicitly agreed otherwise. In case of overdue deliveries VOM has to be declared in default in written, in compliance with a reasonable term.

## PAYMENT

### article 5

- a. Payment has to take place in Euro without any comparison of debt, by transferring to one of the accountnumbers mentioned on the invoice, unless agreed and mentioned on the invoice otherwise.
- b. The customer has to pay the invoice amounts within the payment term which is agreed with VOM, but at last 30 days after the invoice date. This payment term has to be considered as a definite term. In case of overdue or incomplete payment the customer owes to VOM an interest of 1% per month or a part of a month. A part of a month counts as a complete month, calculated on the (remaining) invoice amount from the expiration date to the date of complete payment.
- c. All costs caused by the collection, extrajudicial costs in particular, are for account of the customer. The extrajudicial costs are stipulated on at least 15% of the due amount.
- d. Every payment of the customer serves primary to the settlement of the due interest and after that to costs of collection, not including the extrajudicial costs. Only after payment of these amounts, any payment by the customer will be decreased on the total due amount.
- e. VOM reserves the right to refuse deliveries in case of doubt about the creditworthiness of the customer or any other businesslike reasons.  
VOM always has the right, even during the execution of the agreement, to postpone the fulfilment of her obligations, until at request of VOM the customer has given assurance about the fulfilment of the payment obligations.  
Furthermore VOM also has the right to ask security to the customer for future deliveries.

## RESERVATION OF OWNERSHIP

### article 6

- a. The right of ownership of the goods will not go to the customer until he has complied to all his obligations to VOM for the payment of the price for the delivered or still to be delivered products, or provided or to be provided services, and due interest, costs and compensation.

## COMPLAINTS

### article 7

- a. At delivery and receipt of the products, the customer has to check whether the delivery corresponds with the order. In case it does not correspond, he has to notify in writing within 2 working days, mentioning the reasons.
- b. Complaints about the delivered goods will only be handled by VOM, when they are notified to VOM in writing within 8 days after the customer could have discovered the default in fairness. Complaints about received invoices have to be notified to VOM in writing at last on the expiration date. After expiration of these terms the customer is considered to have given approval to the delivered products and/or received invoices.
- c. The customer is obliged to comply with the regulations with regard to the way of storage and treatment of the delivered goods.
- d. The customer always has to give VOM the opportunity to repair possible defaults.
- e. In case VOM considers the complaint is reasonable, VOM reserves the right either to replace the goods, or to give a credit invoice for an amount not exceeding the invoice amount of the return products.
- f. Returnshipments are not allowed without prior written permission of VOM, and have to take place mentioning the reasons on the concerning forms.

- g. Products delivered by VOM, about which is complained appropriately and considering the mentioned in this article, will only be taken back when the products are in the package and in the condition in which they were delivered.
- h. Products with a validity of less than 2 years can be returned to VOM after expiration of the sterilization date and/or utility date, within 7 days after invoice date of the products. In such cases VOM is prepared after submitting the invoice, to compensate the customer for the paid price, also taking possible given extra discounts into account.
- i. Complaints do not postpone any payment obligations.

#### LIABILITY

##### Article 8

- a. VOM does not accept any liability, whatsoever, for delivered products and services, unless the customer proves the damage is caused by purpose or glaring guilt of VOM.
- b. In case the customer proves that the damage as mentioned in paragraph a of this article is caused by purpose or glaring guilt of VOM, the concerning due compensation is limited to the salesvalue of (that package of) the product that caused the damage mentioned by the customer.
- c. Statements made by or in name of VOM with regard to the quality, construction, treatment in the broadest sense, and uses etc of the products only can be considered as guarantee, when they are given as a guarantee explicitly and in writing.
- d. When using and/or processing the products, the concerning legal regulations have to be observed. Customer is obliged to take steps in order to avoid damage as much as possible. Therefore customer will comply in particular with the instructions of VOM with regard to products and packaging.  
The liability of VOM will expire in case customer does not comply to the above mentioned obligations.
- e. Every claim for business damage or any other indirect of effecting damages is excluded. The customer indemnifies against all claims of third parties for possibly to suffer or already suffered damage, such considering the stipulations in this article.

#### DISSOLUTION AND DEFERMENT

##### Article 9

All claims of VOM can be claimed immediately and in total in case the customer does not comply with his obligations, in case of bankruptcy or suspension of payment of the customer, or in case the customer loses or threatens to lose the free use of (a part of) his property by whatever cause. In that case VOM has the right to dissolve or defer the agreement immediately, undiminished her right to compensation.

#### FORCE MAJEURE

##### Article 10

- a. VOM is not obliged to fulfil any obligation, when she is unable to, because of any situation beyond her fault, neither under the law, legal actions or other valid opinions.
- b. In case VOM is not able or not able on time to fulfil the obligations with regard to the agreement because of force majeure or any other unusual situation such as, but not limited to, strikes, congestion in supply of products and fire, either at VOM or at her suppliers, VOM has the right to fulfil her obligations within a reasonable period, or - if fulfilment within a reasonable period is not possible - declare the agreement completely or partly dissolved.

## BRANDNAMES AND TRADEMARK

### Article 11

The customer is not allowed without written permission or on instruction of VOM to use any trademark, brandname or package, which VOM is using in business. The customer is obliged to comply with the directions of VOM with regard to the use of the trademarks, brandnames or packages of VOM.

All rights, resulting from intellectual and industrial property, as well as copyrights, rest with VOM.

## STIPULATION OF VALIDITY

### Article 12:

In case circumstances which parties assumed at the moment of making the agreement might change so considerably that compliance with one or more of these conditions in fairness cannot be required of one of the parties, then parties will discuss an interim change of the agreement.

## APPLICABLE RIGHT AND COMPETENT JUDGE

### Article 13:

On all transactions, on which these conditions apply, Dutch law is applicable, including the legal stipulations with regard to the General Conditions.

All disputes between VOM and customer that might occur, and about which no solution can be found in mutual consultation, will only be brought before the competent judge in Amsterdam or Utrecht, or, to the choice of VOM, to the competent judge in the domicile of the customer.

## DATE OF COMMENCEMENT

### article 14

These General Conditions apply to all agreements as mentioned in article 2, canceling all former general conditions of VOM.

## DEPOSIT

### article 15

These General Conditions are deposited at the Chamber of Commerce in Utrecht.

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