

GENERAL CONDITIONS AJIM BEHEER B.V. AND HER LEGAL AFFILIATES

Placed: dd. 03-05-2021 at the Chambers of Commerce.

Art. 1: Validity

1.1 AJIM Beheer BV,, Lamers Productions BV. and Lamers Medical Products BV from now on referred to as AJIM Beheer BV, only carries out its work in accordance with these General Conditions, unless explicitly agreed upon differently in writing.

1.2 In these conditions AJIM Beheer BV, the provider/ seller will be referred to as **supplier**, being the company handling these conditions, the other party being referred to as the **client**.

1.3 Standard conditions of the client are not valid unless they have been accepted by supplier in writing.

Art. 2: Special offers

2.1 All offers without obligation, unless explicitly stated differently. Offers are based on data, drawings, etc. supplied by the client with any inquiry, correctness of which the supplier may take for granted. The contents of leaflets, printed matter etc. do not bind the supplier unless this is explicitly referred to in the agreement.

2.2 All prices and tariffs are in euros and exclusive of V.A.T and any other taxes imposed by the government at the time of acceptance of order and/or invoice. The supplier reserves the right to raise prices owing to the rise in costs, in reasonableness after three months after concluding the agreement. The prices quoted apply for supply ex factory.

2.3 If the instructions for carrying out the work are not given to the supplier, it has the right to claim from the client all costs it has had to make to be able to supply its offer.

Art. 3: Agreements

3.1 Agreements, by any name, are not effected until explicit acceptance of the supplier. This explicit acceptance appears from the written confirmation of the supplier or from the fact that he is carrying out the agreement.

3.2 Agreements with subordinate employees of the supplier do not bind the latter as long as they have not been confirmed by him in writing. In this respect all employees and assistants who have no procuration are to be considered as subordinate personnel.

Art. 4: Time and place of delivery

4.1 Delivery will be effected ex factory to be chosen by the supplier. Times of delivery given are never to be considered fatal terms, unless explicitly agreed upon differently in writing. The time of delivery starts when agreement has been reached on all technical details and after all data, drawings etc. needed for carrying out the work are in possession of the supplier. Changes in an already given order can result in the supplier exceeding the original time of delivery without his responsibility. Exceeding the time of delivery can in principle only give cause to damages if this has been agreed upon in writing. Notwithstanding the provisions of Article.7, the supplier is only responsible for reparation on account of not-on-time delivery if the client has declared the supplier in default in writing.

4.2 When goods, after the term of delivery has expired, have not been taken up by the client or cannot be applied in the work, the goods are at the client's disposal and are stored at his risk and on his account. One month after the disposal of the goods and after proof of default, AJIM Beheer BV has the right to sell them for and on behalf of the client, deducting the claims AJIM Beheer BV is entitled to, including storage charges.

4.3 AJIM Beheer BV will send the products to the address given by the client.

Art. 5: Transport

5.1 Transport of the products bought by the client from the supplier is carried out freight paid and at the client's risk, unless otherwise agreed.

5.2 Should an appeal to the statement in 5.1 not hold good, the supplier is never held for a further compensation than for the amount it can acquire from the transporter or insurer in connection with the loss or damage during transport and will on the client's request cede its claim to the transporter or insurance company.

5.3 Necessary packaging is charged at cost price and is not taken back. Any goods returned must be delivered in their original packaging at an address further to be determined by AJIM Beheer BV.

5.4 The supplier reserves the right to refuse a return if the item is not returned in perfect condition to the supplier is returned. The supplier shall notify in writing.

6. Guarantee

6.1 The contactor guarantees a proper execution of the work.

6.2 In case of inferior delivery, the supplier has the right to credit the client fully against return of inferior goods or to deliver the goods again. The client must at all times offer the supplier the opportunity to make good any possible faults.

6.3 When importers', distributors or factory guarantee is concerned, this is valid equally for the client with AJIM Beheer BV as an intermediary. Should the factory not give guarantee, then no guarantee will be given by the supplier either.

Art. 7: Liability

7.1 The liability of the supplier shall at all times be limited to the amount of the invoice from the supplier that relate to the injurious incident.

7.2 Not eligible for reimbursement trading loss or damage to third parties through any cause whatsoever. The client should wish to insure against such damage.

Art. 8: Force majeure

8.1 If, after concluding the agreement, the agreement cannot be fulfilled as a result of circumstances which were not known to the supplier at the time of concluding the agreement, the supplier has the right to claim the contents of the agreement to be altered to such an extent that fulfilment remains possible.

8.2 Besides, the supplier has the right to defer meeting its obligations and is not in default if, as a result of changes in circumstances which could not reasonably be expected at the time of concluding this agreement and are outside its sphere of influence, it is temporarily unable to meet its obligations.

8.3 Circumstances referred to in 8.1 and 8.2 include transport stoppages, strikes, crew shortages, late delivery of parts by a supplier of supplier, (natural) disasters and all other external circumstances that make the implementation of the performance by the supplier (temporary) impossible.

8.4 There is no authority to defer if fulfilment is permanently impossible or if the temporary impossibility continues for more than six months, in which case the agreement between the parties is dissolved without either of the parties being entitled to a compensation of the

damage suffered or to be suffered.

8.5 If the supplier has partly met its obligations, it is entitled to a proportional share of the price agreed upon on the basis of the already executed work and the expenses made.

Art. 9: Objections

9.1 The client can no longer make an appeal for a defect in the achievement, if he has not lodged a written protest with the supplier within due time after discovering or reasonably having had to discover the defect.

9.2 Due time is understood to mean within eight days after completion of a work or in case completion or delivery has not yet taken place, eight days after the client has discovered a defect, the client having to point out to supplier in writing what the defect is and when and how he detected it.

9.3 Complaints about invoices must be lodged in writing within eight days after receipt of invoice.

9.4 The client loses all rights and authority which were at his disposal on the basis of defectiveness if he has not complained or claimed within the terms mentioned above and/or if he has not offered the supplier the opportunity to make good the defects.

9.5 A (legal) proceeding at the latest within six months from the date of the invoice, or within six months after the defect was discovered or could be detected by the client, by the client to be brought under penalty of forfeiture of any right.

Art. 10: Restriction of ownership and right of distraint.

10.1 Only under suspensive condition does the client become owner of the goods supplied or still to be supplied by the supplier.

The supplier remains owner of the goods supplied or still to be supplied as long as the client has not paid the claims of the supplier the counter achievement of the agreement or a similar agreement. The supplier also remains owner of the goods supplied or still be supplied as long as the client has not paid for the work done or to be done from similar agreements and as long as the client has not paid claims as a result of not fulfilling such agreements, including claims concerning penalties, interest and costs.

10.2 The client is, as long as he has not paid the claims mentioned above, not authorized to establish a right of distraint or an unpropertied right of distraint on the goods supplied by the supplier and

agrees, on the first wish of the supplier, to declare towards third parties who want to establish a similar right on it, that he is not authorized to establish a right of distraint. Moreover, the client agrees not to sign any contract in which right of distraint is established on goods, in case of which the client would be guilty of embezzlement.

10.3 In case the client does not meet any obligation from the agreement with regard to goods sold or work to be carried out by the supplier, he has the right to take back both the originally supplied goods and the newly made goods without proof of default. The client authorizes the supplier to enter the place where the goods can be found.

10.4 The moment the client has met all his financial obligations from this and similar agreements, the supplier provides the client with the ownership of the goods supplied, with reservation of the right of distraint, on behalf of other claims the supplier has on the client.

The client will, on first request of the supplier, grant his cooperation to acts required in that respect.

11. Payment

11.1 All invoices of the supplier must be paid net within 30 days, unless agreed upon differently in writing.

11.2 When payment of a forwarded account has not taken place within a month after date of invoice, the supplier has the right to charge a compensation for the loss of interest of 1.5% per month, part of a month being charged as one full month, after expiring of the term referred to.

11.3 The supplier always has the right, before supplying or continuing supply or carrying out the order, to demand from the client, in the supplier's judgement, enough certainty about meeting the payment obligations. This condition is also valid if credit has been stipulated. The client's refusal to grant the demanded certainty gives the supplier the right to consider the agreement invalid, the supplier's right to compensation of expenses and loss of profit remaining in full force.

11.4 In case of (extra)judicial claims, the client is, besides the compensation already mentioned, liable for all reasonable legal and execution costs, including the costs of lawyers and/or experts and/or other third parties.

Art. 12: Disagreements

12.1 Dutch Law applies to all agreements with the supplier.

12.2 The Arnhem Court has jurisdiction to

the exclusion of any other court, unless the supplier chooses to sue the client in court of the district where the client is located.

