

HHT General Conditions of Sale and Supply (“General Conditions”)

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Issued by the Association Holland Healthcare Technology Association, P.O. Box 190, 2700 AD ZOETERMEER

1. Applicability, communications and headings

- 1.1. These general conditions shall apply to all sale and supply of Supplier Products, including related Agreements and Offers. Acceptance, modifications or deviations of these general conditions must be agreed In Writing or otherwise thereto, for example when the conditions apply to a specific contract.
- 1.2. Supplier may, during the existence of the legal relationship, require communications or legal transactions between Parties to take place via digital media. Legal transactions must be confirmed In Writing.
- 1.3. The headings of these general conditions serve solely to simplify their comprehension and have no other significance. These headings may not in particular be used for the interpretation of these general conditions.

2. Definitions

- 2.1. The following definitions apply to these General Conditions:
 - Agreement: an agreement and its appendices In Writing between Supplier and a Purchaser for the supply of the Products, such as a distribution agreement.
 - End-user: means the person using the Product and to whom the Product is finally sold without intention to resell.
 - Force Majeure: an extraordinary event or circumstance beyond the control of the Parties that prevents one or both Parties from fulfilling their obligations under the Agreement.
 - Gross Negligence: an act or omission implying either a failure to pay due regard to serious consequences that a conscientious contracting party would normally foresee as likely to ensure, or a deliberate disregard of the consequences of such an act or omission.
 - In Writing: by document signed by Parties, or by letter, fax, confirmed electronic mail and by such other means as are agreed by Parties.
 - Offer: a document in which Supplier makes a proposal with regard to the sale or supply of Products possible in response to an inquiry by a potential Purchaser, and includes proposals made in response to a call for tenders.
 - Party or Parties: one or both of the entities concluding and undersigning an Agreement.
 - Producer: any legal entity designated by Supplier to manufacture and ship Products on its behalf.
 - Product or Products: the objects supplied under an Agreement and/or these general conditions as comprehensively listed in the order confirmation or invoice.
 - Purchaser: any natural person, partnership, legal body or other entity that enters into or has entered into an Agreement with Supplier, or to whom an Offer is or has been made by or on behalf of Supplier.
 - Supplier: any natural person, partnership, legal body or other entity, responsible for the sale and supply of the Product(s), that enters into or has entered into an Agreement with Purchaser, or to whom an Offer is or has been made by or on behalf of Purchaser.

3. Formation of an Agreement

- 3.1. A written Agreement is concluded by a written Offer and a written acceptance of this Offer.
- 3.2. Any sources supplied by or on behalf of Supplier such as price lists, brochures, catalogues, folders, websites and other data shall only be binding on Supplier insofar as explicit reference is made in the Offer to data from these sources.
- 3.3. Insofar as the scope of the order of the Purchaser and the Offer of Supplier vary in any point, an Agreement shall only be entered into at the time that both Parties confirm the contents of one collective Agreement In Writing and thereby describe precisely the commitments of both Parties arising from this Agreement.
- 3.4. In the case of work or orders, for which in view of their nature and scope Supplier does not make or has not made an Offer or has not given confirmation of order, the Agreement shall only be deemed to be entered into from the time that Supplier actually commences implementation of the Agreement or commissions third parties to do so. In this case the invoice shall be deemed to be confirmation of order. Order and invoice shall be deemed to represent the Agreement correctly and fully.
- 3.5. If the nature and scope of the Agreement requires so, Supplier shall send Purchaser by demand a copy of standard documentation such as descriptions, instructions and manuals. The Purchaser shall owe reasonable reimbursement to Supplier for delivery costs and additional copies of such documentation.
- 3.6. The Purchaser shall at the first request from Supplier provide Supplier securities for the punctual satisfaction of its commitments under the Agreement.
- 3.7. Supplier is authorised to invoke third parties for the implementation of the Agreement and to charge the Purchaser for the costs associated with it in accordance with the conditions and rates given in the Offer.

4. Confidentiality

- 4.1. The Purchaser is not allowed to copy any industrial or intellectual property of Supplier, either wholly or partially, or to disclose it to third parties in any way, or to allow it to be used by third parties, or to sell or otherwise place it at third parties' disposal.
- 4.2. The Purchaser is only permitted to use or disclose data, information and material from Supplier insofar necessary for the fulfilment of the Agreement. At the first request of Supplier, or if the Agreement is not entered into or is cancelled, the Purchaser must return, delete or destroy all materials, designs, calculations, data, and other industrial or intellectual property immediately.

5. Amendments to and cancellation of the Agreement

- 5.1. Any entire or partial amendment or cancellation of the Agreement may only be made In Writing and with prior mutual agreement from Parties.
- 5.2. If Supplier consents to such amendment or cancellation, the Purchaser is obliged to reimburse Supplier the costs of work already undertaken by Supplier.
- 5.3. In the event of such amendment or cancellation, Supplier will have the right to invoice the Purchaser for the related costs and to re-establish the delivery and lead times in relation to its commitments under the Agreement.

6. The Offer and prices

- 6.1. Any Offer is without obligation unless a date for acceptance is given therein. If an Offer is without obligation, the price details and rates contained therein shall also be without obligation.
- 6.2. Prices are in Euros and are:
 - based on purchase prices, wage rates, wage costs, production costs, social security and government costs, transport costs, packaging costs, insurance premiums and other costs prevailing on the date of Offer or (if no Offer or quotation is made) the date of the order;
 - based on delivery in accordance with Incoterms 2010 DAP – Delivered at Place (named place of destination);
 - exclusive of VAT, import duties, customs fees and other taxes, levies or duties;
 - exclusive of the charges for removal;
 - exclusive of the costs of assembly, installation, composition, adjustment, calibration, and commissioning.
- 6.3. For all Offers Supplier is entitled to adjust prices if the official currency rate at the time of delivery differs by more than 2% from the currency rate on the date on which the Offer is made, whereby the latter currency rate is set at 100%.
- 6.4. Prices are subjective to change and may fluctuate, also if an Offer contains a date of acceptance and also if these changes or fluctuations are the cause of foreseeable circumstances. Supplier might adjust prices if, for example, there is an increase in one or more of the factors that determine the cost price. Supplier is obliged to take due account that any future price increases of which Supplier is aware on the date of the order confirmation, should be specified in this order confirmation.

7. Orders and delivery

- 7.1. Delivery shall take place in accordance with Incoterms 2010 DAP – Delivered at Place (named place of destination) unless other Incoterms have specifically been agreed by Parties at the formation of the Agreement.
- 7.2. If the Parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as the Agreement is entered into, all official formalities have been completed, payments due at the formation of the contract have been made, any agreed securities have been given and any other preconditions have been fulfilled.
- 7.3. For orders or deliveries that do not exceed a specified minimum order amount, the Purchaser shall owe Supplier a reasonable amount for administration costs to be determined by Supplier.

- 7.4. Supplier is not obliged to be able to supply spare parts after a Product is delivered to the Purchaser, unless this is expressly agreed between the Parties and insofar as these parts are still available. If parts threaten to get scarce or poorly available, Supplier will notify the Purchaser on this.
- 7.5. Lead times and delivery dates given in an Offer or order confirmation are not absolute deadlines. Delay shall therefore not arise until lead times as agreed in the Agreement are not met and the Purchaser has declared Supplier in default, and Supplier has been granted a reasonable period to fulfil its commitments under the Agreement.
- 7.6. If delay in delivery is caused by any of the circumstances to be qualified as Force Majeure or by an act or omission on the part of the Purchaser, the time for delivery shall be extended by a period that is reasonable having regard to all the circumstances in the case. This provision shall apply regardless of whether the reason for delay occurs before or after the agreed time for delivery.
- 7.7. Supplier will commit to the specified delivery or lead time much as possible, yet shall never be liable if either or both are exceeded, unless there is guilt of Gross Negligence. Supplier shall not be liable for compensation of any damage of any nature due to time exceeding. Exceeding a delivery or lead time does not give the Purchaser the right to terminate or dissolve the Agreement or to refuse to purchase the Products. Supplier shall inform Purchaser without undue delay of such exceeding In Writing, including the reason of the delay and the time when delivery can be expected. In cases where a delivery time or period is exceeded excessively, the Parties must consult with each other on a proper solution.
- 7.8. The Purchaser must report any visible or apparent shortages, defects and damages In Writing directly to Supplier within 24 hours of the moment of delivery. If nothing is reported within that time, the Products will be regarded as having reached the Purchaser in good condition, complete and without damage.
- 7.9. Supplier is entitled to deliver in instalments (partial deliveries) and to invoice these instalments separately. The Purchaser is obliged to settle the separate invoices in accordance with the payment provisions in these General Conditions.
- 7.10. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the delivery time, he shall forthwith notify Supplier In Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery. If the Purchaser fails to accept delivery at the delivery time, he shall nevertheless pay any part of the purchase price that becomes due on delivery, as if delivery had taken place. Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.
- 7.11. If the Purchaser fails to accept delivery at the delivery time, Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period. If, for any reason for which Supplier is not responsible, the Purchaser fails to accept delivery within such period, Supplier may by notice In Writing terminate the contract in whole or in part. Supplier shall then be entitled to compensation for the loss it has suffered by reason of the Purchaser's default, unless this failure is due to Force Majeure. The compensation shall not exceed that part of the purchase price that is attributable to that part of the delivery in respect of which the contract is terminated.

- 7.12. If the Purchaser wishes to cancel an order and Supplier consents to this, the Purchaser shall owe Supplier for the cost of cancellation. The costs of cancellation are expressed as a percentage of the amount connected with the Agreement and depend on work meanwhile undertaken or to be undertaken by Supplier to implement the Agreement, and the costs that it has incurred up to the moment of cancellation.
- 7.13. In the event of a cancellation, Supplier is never obliged to reimburse any losses of the Purchaser.

8. Passing of risk

- 8.1. Where Supplier delivers the Products from stock or lets a Producer or a third party on behalf of Supplier directly ship the Products, the risk of the Products passes to the Purchaser from the moment that they are delivered at the agreed and named place of destination/delivery.
- 8.2. Notwithstanding the Parties' arrangements about the moment at which the risk passes, loading beyond place of destination and offloading, horizontal and vertical transport beyond place of destination, assembly, installation, composition, adjustment, calibration and commissioning of the Product shall likewise be for the risk of the Purchaser even if any of the above takes place before the risk passes to the Purchaser.

9. Transport and packaging

- 9.1. Supplier shall, based on its experience, determine the method of packaging, transport and shipment of the Products.
- 9.2. If the Purchaser has specific wishes in relation to packaging and/or transport, including relocation within the business or company site, and insofar as Supplier agrees to these wishes, the Purchaser is obliged to settle the costs invoiced for this by Supplier.
- 9.3. Supplier is not obliged to recover or collect Product packaging from the Purchaser, and the costs for disposal of Product packaging in accordance with Directive 94/62/EC on packaging and packaging waste will borne by the Purchaser. Any costs associated with compliance with national or international regulation of electrical or electronic waste or other environmental regulation, such as, but not limited to, Directive 2012/19/EU on waste electrical and electronic equipment and Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators, will also be borne by the Purchaser.

10. Payment

- 10.1. The Purchaser shall pay invoices in accordance with the terms of payment given in the invoice and/or Agreement. If no specific conditions are stated, 50% of the order amount is paid after order confirmation and 50% after delivery and the Purchaser shall pay within thirty (30) days of the date of the invoice. The Purchaser is not entitled to offset or delay payment. The date on Supplier's bank statement when the payment is recorded as received, applies as the date on which the payment has occurred.
- 10.2. Whatever the means of payment used, payment shall not be deemed to have been effected before Supplier's account has been fully and irrevocably credited.
- 10.3. Any payment by the Purchaser shall, if applicable, go in the first place towards settlement of any interest he owes and towards any costs of collection and administrative costs owed to Supplier, and then towards settlement of the outstanding claims in order of age, commencing with the oldest outstanding claim.

- 10.4. If the Purchaser does not settle sums owed to Supplier by the stipulated date, the Purchaser shall, without a warning or declaration of default being necessary, also owe the outstanding amount of statutory interest. If, following a reminder to pay, a warning or a declaration of default, the Purchaser still fails to fulfil his payment obligations under the Agreement within a reasonable time, he shall by rights be in default. From that moment Supplier may pass the claim on for collection. At the moment payments have not been settled timely Purchaser is always directly obliged to reimburse Supplier for the actual legal costs of Supplier and the actual extra-judicial costs, including costs charged by external experts.

- 10.5. In case of late or incomplete payment by the Purchaser, Supplier may, after having notified the Purchaser In Writing, suspend performance of the contract until payment is received, unless securities are provided by Purchaser. If the Purchaser has not paid the amount due within three (3) months, Supplier shall be entitled to terminate the Agreement In Writing to the Purchaser and to claim compensation for any loss incurred. The compensation shall not exceed the agreed purchase price related to this late or incomplete payment.

11. Retention (of goods, title and ownership)

- 11.1. As long as the Purchaser has not satisfied his obligations under an Agreement, Supplier has the right to retain all goods in its possession that have come from Purchaser or have come on behalf of the Purchaser, no matter the origin or reason.
- 11.2. In the event Supplier exercises its right of retention in relation to certain goods, the Purchaser will have no right to any reimbursement in the event of full or partial destruction or loss of the Products and/or damage to the Products beyond Gross Negligence of Supplier.
- 11.3. Transfer of title of ordered Products shall only occur upon receipt of payment in full by Supplier for the ordered Products. Until payment in full is received, Supplier shall retain title to all Products. This retention of title shall not affect the passing of risk.
- 11.4. Purchaser shall, on request, assist Supplier in taking measures necessary to protect Supplier's title to the Products.
- 11.5. If the Purchaser forms a new item from part-items delivered by Supplier, these new items form the property of Supplier until the Purchaser has settled all obligations owed on grounds of the Agreement. Supplier retains all rights as owner of the new goods thus formed, or at least the own part-items if only this is deemed rightful, until Purchaser settles in full.
- 11.6. The risk for the goods remains with the Purchaser throughout the period that Supplier exercises its rights of retention.
- 11.7. Without prejudice to the provisions regarding the passing of the risk, all the Products supplied by or on behalf of Supplier remain the property of Supplier until the moment that the debt owed by the Purchaser to Supplier has been settled in full, this debt likewise including the amount that the Purchaser has owed Supplier since entering into the Agreement inclusive of all interest and costs. As long as the ownership of the Products supplied by or on behalf of Supplier remains with Supplier according to the provisions in this article, the Purchaser is obliged to keep these Products separately from other goods in such a way that they can easily and clearly be identified as the goods of Supplier.

- 11.8. In the event of non-payment by the Purchaser of any amount due to Supplier or when the Agreement is terminated, Supplier will be entitled to demand the return of any Products for which ownership reservation applies and to take the measures associated with this, taking into account any payments already made for the Products, without prejudice to the right of Supplier to demand compensation for possible loss or damage. All claims of Supplier against the Purchaser become due immediately.
- 11.9. At the first request from Supplier, the Purchaser must authorise the immediate return of Products not yet fully paid for, wherever these may be. This is under the condition that no valid delivery has been made to a third party in good faith. In that case Purchaser must compensate Supplier for the non-returnable Products.
- 11.10. The Purchaser is entitled to sell or use Products on which there is an ownership reservation in favour of Supplier within the framework of normal business operations; however, no right of security can be bestowed on these Products, while, with regard to these Products, the Purchaser must not perform any actions or allow any actions to be performed that result in them becoming a part or element of one or more other goods. When Products with an ownership reservation still in favour of Supplier are sold on, the Purchaser is obliged to reserve ownership for himself and at the first request from Supplier to assign to Supplier all demands against the debtor of the Purchaser, up to the amount that the Purchaser owes.
- 11.11. Notwithstanding other provisions in these general conditions regarding suspension, each Party shall be entitled to suspend the performance of its obligations under the Agreement where it is clear from the circumstances that the other Party is not going to perform its obligations. A Party suspending its performance shall immediately notify the other Party thereof In Writing.
- 12.5. Supplier shall not be liable for any loss Product defects may cause, including loss of production, loss of profit and other indirect loss.
- 12.6. The exclusions and restrictions of the liability of Supplier, as described in these general conditions, shall not affect each other and shall not affect exclusions and restrictions of liability of Supplier on other grounds.
- 12.7. The exclusions and restrictions indicated in these general conditions lapse if and insofar as the losses are the consequence of intentional or deliberate recklessness or of Gross Negligence of Supplier, unless this intentional or deliberate recklessness or Gross Negligence is caused by non-executive employees.
- 12.8. Unless fulfilment by Supplier is permanently impossible, the liability of Supplier for liable failing in the fulfilment of an Agreement shall only arise if the Purchaser declares Supplier in default In Writing without delay, granting a reasonable period for the rectification of the failing and Supplier has still failed to meet its obligations after this period. Declaration of default must contain a correct, complete and detailed description of the failure so that Supplier is able respond adequately.
- 12.9. No right to compensation arises unless the Purchaser notifies the loss to Supplier In Writing as quickly as possible after it arises.
- 12.10. Any claim to compensation of the Purchaser shall become invalid by the simple elapsing of twenty-four (24) months from the date on which the situation of claim arose and, in any case, after the elapsing of three (3) years from the delivery by Supplier, irrespective of the legal grounds of the claim.
- 12.11. These provisions on liability and all other restrictions and exclusions of liability given in the general conditions shall also apply in favour of all and any (legal) persons on whom Supplier calls in the implementation of the Agreement and in favour of the concern of which they form part.

12. General liability

- 12.1. The total liability of Supplier on account of a liable failing in the fulfilment of an Agreement or for any other reason, including any failing in the fulfilment of a warranty undertaking agreed between the Parties, is limited to reimbursement of direct losses to a maximum sum of the price (excl. VAT) stipulated in the Agreement. If the Agreement is primarily a term agreement with a term of more than one year, the price stipulated in the Agreement shall be deemed to be the total reimbursements (excl. VAT) for one year.
- 12.2. In no case shall the total liability of Supplier for direct losses, for whatever reason, amount to more than € 500.000,00 (five hundred thousand Euros). The liability of Supplier for losses for death, physical injury or material damage to items shall never amount to more than € 500.000,00 (five hundred thousand Euros) in total.
- 12.3. Notwithstanding other liability provisions in these general conditions, the liability of Supplier is limited to the amount paid out by insurance.
- 12.4. The liability of Supplier is excluded for:
- consequential or indirect losses;
 - lost profits, lost economies of scale, loss of savings, loss of efficiency gains, loss of goodwill, losses due to business stagnation;
 - losses as a result of liability to customers of the Purchaser;
 - losses in relation to the use of items stipulated by the Purchaser, including but not limited to installations, tools, machines, materials or data, information or software of third parties;
 - losses in relation to the engagement of subcontractors stipulated by the Purchaser;
 - the mutilation, destruction or loss of data or documentation.
- 12.12. With regard to goods and services that Supplier has obtained from a third party, the (contractual and/or warranty) provisions applicable to the agreement in question shall also apply to the Agreement between Supplier and the Purchaser, if and insofar as Supplier invokes this.

13. Allocation of liability for damage caused by the Product

- 13.1. Supplier shall not be liable for any damage to property caused by the Product after it has been delivered or the risk has passed, and whilst it is in possession of the Purchaser. Supplier shall also not be liable for any damage to goods manufactured by the Purchaser or to goods of which the Purchaser's goods form a part.
- 13.2. The Purchaser exempts Supplier from all losses arising from the liability of third parties owing to product liability as a result of a fault in a product, installation or system that is delivered by the Purchaser to a third party and that partly consists of equipment, software or other materials delivered by Supplier, unless and insofar as the Purchaser proves that the loss is caused by this equipment, software or other materials.
- 13.3. If Supplier incurs liability towards any third party for damage to property caused by the Product, the Purchaser shall indemnify, defend and hold Supplier harmless.
- 13.4. If a third party lodges a claim for damage to property caused by the Product against one of the Parties to an Agreement, the Party against whom the claim is made shall forthwith inform the other Party thereof In Writing.

- 13.5. Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining damages claims lodged against one of them on the basis of damage allegedly caused by the Product.
- 13.6. Limitations to Supplier's liability for damages to property by the Product shall not apply if executive employees of Supplier have been guilty of Gross Negligence.

14. Claims relating to Product liability, warranty, delivery

- 14.1. Notwithstanding the provisions on the reporting of visible or apparent shortages, defects and damages to Supplier within twenty-four (24) hours from delivery, Supplier shall only accept claims for processing if it receives them from the Purchaser In Writing and within eight (8) days from delivery. For hidden defects, claims are only possible within the Product warranty period.
- 14.2. Supplier will only process claims when the nature and grounds for the complaints are stated precisely.
- 14.3. Claims regarding invoices must be communicated to Supplier In Writing within eight (8) days of the date of the invoice.
- 14.4. If the Purchaser does not claim within the applicable period or fails to do so in the required way, the delivery shall be deemed to comply fully with the Agreement and be irrevocably accepted and approved by the Purchaser. An invoice against which no claim has been made in the required manner within the period of eight (8) days, will be regarded as having been unconditionally accepted and approved by the Purchaser.
- 14.5. If Supplier regards a claim with regard to the Products to be legitimate, then Supplier is only obliged to replace or repair the unsound Products and pay for logistics to and from Purchaser. The Purchaser has no right to any compensation.
- 14.6. Making a claim never discharges the Purchaser from any payment obligations towards Supplier.
- 14.7. Return of the delivery or any part thereof to Supplier, for whatever reason, may only take place with express prior consent In Writing and shipment instructions from Supplier to the Purchaser.

15. Permits

- 15.1. The Purchaser is responsible for ensuring that all permits, concessions, licences, consents and so forth that might be necessary for Supplier to deliver the Products or otherwise fulfil its obligations under an Agreement, are obtained on time and in the correct form. The costs associated with obtaining such permits, concessions, licences, consents and so forth are to be borne by the Purchaser.
- 15.2. The absence of any permits, concessions, licences, consents and so forth shall be considered as a liable failing on the part of the Purchaser and shall not exempt the Purchaser from any commitments towards Supplier, nor can it be a reason for the postponement of the fulfilment of any obligation of the Purchaser under an Agreement.
- 15.3. The Purchaser is liable for all losses that may directly or indirectly be caused by the absence of any permits, concessions, licences, consents and so forth and the Purchaser shall indemnify Supplier for any claims and demands connected with such losses.

16. Force Majeure

- 16.1. Supplier is not obliged to fulfil any obligations, including any warranty undertakings agreed between the Parties, if this is prevented or unreasonably onerous as a result of Force Majeure. Force Majeure includes but is not limited to, (i) Force Majeure of subcontractors of Supplier, (ii) failure to properly fulfil obligations by subcontractors that are stipulated by the Purchaser, (iii) deficiency of items, equipment, software or materials from third parties whereby said use is stipulated by the Purchaser, (iv) governmental actions, (v) electricity and power failure or restrictions, (vi) failure of the Internet, service providers, computer network or telecommunication facilities, (vii) war and military actions, (viii) occupation, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more members of staff, (xii) terrorist attacks or hostage taking, (xiii) epidemics and pandemics, (xiv) financial crisis, (xv) the non- functioning of the payment network of the banks concerned, (XVI) fire, extreme natural events or disasters, (XVII) embargo and (XVIII) currency and export restrictions.
- 16.2. If a situation of Force Majeure endures for longer than ninety (90) days, Supplier shall have the right to dissolve the Agreement In Writing. Any work already carried out on the basis of the Agreement shall in that case be settled pro rata, without the Parties owing anything further to one another. The Parties shall immediately invoice and make payment in connection with this settlement.
- 16.3. If Supplier wishes to invoke Force Majeure, it shall inform the Purchaser of this as soon as practically possible. The consequences of Force Majeure shall come into effect from the moment that the event, circumstance, cause or incident has occurred.
- 16.4. If Supplier is prevented by Force Majeure from fulfilling any commitments, on whatsoever legal basis, towards the Purchaser and the Force Majeure is in the opinion of Supplier temporary or provisional in nature, Supplier is entitled to postpone implementation of the Agreement until the circumstance that causes or caused the Force Majeure no longer applies.
- 16.5. If Supplier, as a result of Force Majeure, is prevented from fulfilling its obligations with regard to one or more but not all of its customers or buyers, then Supplier is entitled to decide which of the obligations will be fulfilled in which order and for which customers or buyers.
- 16.6. If Force Majeure prevents Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.

17. Warranty

- 17.1. Subject to the exceptions and under the conditions specified in the warranty document relating to a Product, Supplier agrees to correct, either by repair, or at its choice by replacement by Supplier or by an authorised representative, any defects of design, material or workmanship concerning the Product within a period of one (1) year after delivery of the Product to the Purchaser, provided that investigation and factory inspection by Supplier concludes that such defect developed under normal and proper use and are not to be qualified as normal wear and tear nor deterioration. The Purchaser shall communicate the terms of warranty to the End-user.
- 17.2. Claims for Product defects must be reported to Supplier In Writing as soon as possible after the discovery thereof and no later than fourteen (14) days after expiry of the term of warranty. After these fourteen (14) days after the term of warranty rights to claim these defects lapse. Legal claims must be made within one year after a timely claim for Product defect under penalty of lapse. If no defect is found for which Supplier is liable, then Supplier is entitled to compensation for the costs incurred as a result of the invalid claim.
- 17.3. When a defect in a part of the Product has been remedied, Supplier will be liable for the repaired or replaced part under the same conditions as those applicable to a new Product for one (1) year. The warranty of remaining parts shall only be extended by a period equal to the period during which the Product could not be used as a result of the defect. Defective parts shall be made available to Supplier and shall be its property.

18. Intellectual or industrial property rights

- 18.1. All right of intellectual and industrial ownership to the software, databases, diagrams, equipment, installations, solutions, analyses, designs, drawings, documentation, reports, proposals, and preparatory materials for the same developed or made available by Supplier to the Purchaser, remains exclusively with Supplier, its licensors or subcontractors. The Purchaser is only entitled to sell the Products to the End-user under the terms and conditions of the Agreement and these general conditions. Any other right of the Purchaser is excluded, unless with consent of Supplier In Writing. Purchaser can use its own End-user terms and conditions.
- 18.2. If, contrary to expectation, a Product sold by Supplier to the Purchaser infringes an industrial or intellectual ownership right of a third party and the Purchaser is held liable, then the Purchaser is obliged to inform Supplier In Writing of the situation at once. In this case Supplier has the right to, at its sole discretion, acquire the right to use that ownership for the Purchaser, or to modify the Product in such a way that there is no further infringement, or to deliver a replacement Product that does not infringe the right, or, once the Product is returned to Supplier, to refund the purchase price paid by the Purchaser minus a reasonable payment for the period that the Purchaser had the Product at its disposal.
- 18.3. Supplier is not liable for the infringement of any right of industrial or intellectual ownership or of any other exclusive right which is the consequence of:
 - any change of or to a Product sold or delivered by or on behalf of Supplier;
 - any use of such a Product;
 - any application of such a Product other than that recommended by Supplier or expected or assumed by Supplier;
 - integration with or use or application in combination with goods not sold and delivered by or on behalf of Supplier;
 - a software modification not carried out by or on behalf of Supplier.

19. Termination of an Agreement

- 19.1. In the event a Party is in structural default, the counterparty will be entitled to dissolve all or part of the Agreement notwithstanding the entitlement to claim for fulfilment.
- 19.2. In the event of contract dissolution, Supplier is not obliged to pay any compensation.
- 19.3. In the event the Purchaser is declared bankrupt, assigns a substantial part of its property/undertaking, is granted (temporary or definitive) suspension of payment, or all or part of the assets of the Purchaser are seized, or the Purchaser's enterprise is liquidated or wound up, Supplier will be entitled, without declaration of default, to dissolve any Agreement with immediate effect.
- 19.4. If a Party terminates or dissolves an Agreement in accordance with the agreed provisions, the amount owed by the Purchaser to Supplier at the moment of termination or dissolution remains as the full debt and the Purchaser will be liable to pay interest and costs according to the provisions of these general conditions. This provision is without prejudice to the right of Supplier to claim damages, to make use of the rights arising from ownership retention, to take other (legal) measures, or to any other rights due to Supplier.

20. Applicable law and disputes

- 20.1. Dutch law shall apply to all Offers made and Agreements entered into by or on behalf of Supplier. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) is excluded.
- 20.2. Disputes arising from an Offer, Agreement or these General Conditions shall be presented to the authorised judge of the tribunal in The Hague, the Netherlands.
- 20.3. The provisions on applicable law and disputes leave intact the right of Supplier to bring the dispute before a judge qualified according to the normal competency rules or to obtain a settlement by means of arbitration or binding advice.

21. Validity

- 21.1. If any provision of these general conditions is not completely valid or only partially valid and/or not enforceable as a result of any legal directive, judicial judgment or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or body or otherwise, then this will have no effect on the validity of the other provisions in these general conditions. If a provision of these general conditions happens not to be valid for any reason indicated in the previous sentence but would be valid if it had a more limited range or scope, then this provision will be automatically valid with the most far-reaching or extensive range or scope with which or within which it is valid.
