

TERMS & CONDITIONS INNOPART MEDPRO B.V.

These general Terms and Conditions of Delivery and Payment apply to the preparation, content and performance of all agreements entered into with Innopart Medpro B.V., in which Innopart Medpro B.V. acts as (potential) supplier of goods and/or services. These Terms and Conditions also apply to agreements entered into hereafter. The applicability of other terms and conditions is expressly excluded. Any deviations from these Terms and Conditions must be agreed in writing and apply exclusively to the agreement concerned.

The term "the other party" in these Terms and Conditions means any natural person or legal entity that has entered or intends to enter into an agreement as meant in subsection 1 of this section with Innopart Medpro B.V..

OFFERS

All offers from Innopart Medpro B.V. shall be completely without engagement.

In the case of composite quotes, partial orders cannot be guaranteed at a proportional price.

All specifications shall be given as accurately as possible, but should always be seen as an approximation only, without any obligation of conformity. The same applies to all samples, catalogues, drawings, models, budgets, plans and other documents. All materials and information provided as part of an offer shall remain the property of Innopart Medpro B.V. and must be returned to Innopart Medpro B.V. postage-paid at its first request.

If, having requested a offer, the other party does not wish to enter into an agreement, Innopart Medpro B.V. shall be entitled to charge all expenses incurred in connection with the offer to the other party.

AGREEMENTS

An agreement shall not become effective until it has been accepted in writing by Innopart Medpro B.V., or Innopart Medpro B.V. commences performance of the agreement.

The text of the contract and/or the order confirmation shall include the entire agreement. Additions and/or amendments to the agreed performances shall only take effect upon written acceptance by Innopart Medpro B.V., or after Innopart Medpro B.V. has commenced such performance. Innopart Medpro B.V. shall be entitled to charge for all additions and amendments at the prevailing rates and adjust the agreed delivery time accordingly.

The other party shall be obliged to supply Innopart Medpro B.V. with all relevant information, documents and materials which may reasonably be considered to be necessary for the proper performance of the agreement, both prior to and during the performance of the agreement.

If it is of the opinion that the involvement of such parties will be conducive to the proper performance of the agreement, Innopart Medpro B.V. shall be entitled to involve third parties in the performance of the agreement.

In the case of agreements involving more than one person, each of them shall be jointly and severally liable.

PRICES

The prices stated are for delivery from Innopart Medpro B.V. 's warehouse/offices (ex works), are excluding VAT and other levies imposed by the government, and also exclude costs not specifically stated in the agreement, such as packaging, transport, loading and unloading, installation, assembly and insurance.

If wages or costs of production or materials should increase after the agreement has been concluded, Innopart Medpro B.V. shall be entitled to charge such increases on to the other party. In the case of increases in excess of 10% within three months of the conclusion of the agreement, Innopart Medpro B.V. shall notify the other party in advance. The other party shall then be entitled to cancel the agreement in writing at no cost, unless Innopart Medpro B.V. nevertheless wished to continue the agreement at a reduced rate, or without an increase.

Unless stated otherwise, all prices are in Euro. Exchange rate fluctuations shall be charged on to the other party.

CANCELLATION

In the event that the other party wishes to cancel the agreement, Innopart Medpro B.V. shall be entitled to charge 25% of the agreed overall price as cancellation costs. Innopart Medpro B.V. reserves the right to claim compensation in full for all losses of capital and other losses. Innopart Medpro B.V. shall never be obliged to accept a cancellation.

DELIVERY

All deliveries shall be from Innopart Medpro B.V. 's warehouse/offices (ex works). The risk transfers to the other party at the moment of delivery. Goods shall be considered to have been delivered as soon as they are ready for transport at Innopart Medpro B.V. 's premises. Services shall be considered to have been delivered as soon as Innopart Medpro B.V. has notified the other party.

If the goods and/or services to be delivered consist of separate components, Innopart Medpro B.V. shall be entitled to make partial deliveries and to invoice for each such partial delivery separately.

Innopart Medpro B.V. shall be entitled to deliver goods which differ slightly from the agreement, provided this results in an equal or better result for the other party.

In the case of continuing agreements and delivery on call, the other party shall be obliged to accept the agreed quantity of products and/or services within the agreed period, and if no period has been set within 6 months of the conclusion of the agreement. In the case of delivery on call, the other party shall be obliged to allow Innopart Medpro B.V. a reasonable term of delivery of at least 10 working days.

The terms of delivery stated have been estimated as accurately as possible, and Innopart Medpro B.V. shall make every effort to comply with them; however, they should only be regarded as approximate. The term of delivery shall commence only upon receipt of all relevant information, materials, advance payments and confirmation of L/Cs.

Innopart Medpro B.V. shall inform the other party if the term of delivery is likely to be exceeded, and state the new delivery time. If Innopart Medpro B.V. fails to do so, the other party may set a reasonable new delivery time in writing. If a term of delivery is exceeded, Innopart Medpro B.V. shall never be liable to pay any compensation whatsoever; however, after a period of four weeks following written notice of default, the other party shall be entitled to (partially) dissolve the agreement in writing if the late delivery is attributable to Innopart Medpro B.V. and performance of the non-fulfilled part of the agreement cannot reasonably be expected of the other party.

The other party shall be obliged to accept the goods. Should the other party fail to accept the goods delivered in time, Innopart Medpro B.V. shall be entitled to store the goods or have them stored at the other party's risk and expense, and/or to consider the agreement null and void after a period of seven days, and to charge the other party accordingly.

PACKAGING MATERIALS

Packaging materials will be charged for on the invoice separately. The amounts involved will be retransferred only if the packaging materials are returned postage-paid to Innopart Medpro B.V., undamaged and cleaned within a week of delivery.

TRANSPORT

At the request of the other party or if the proper performance of the agreement so requires, Innopart Medpro B.V. may arrange for the transport of the goods delivered to the other party's registered address or another address specified by the other party.

All transport shall be at the risk and expense of the other party. Innopart Medpro B.V. advises the other party to take out adequate insurance at all times.

The means of transport, transporter, packaging and route shall be determined by Innopart Medpro B.V. in its best estimation, unless the other party has given explicit instructions in this respect and agreed to bear any additional costs involved.

FORCE MAJEURE

Upon the occurrence of circumstances which are beyond the control of Innopart Medpro B.V. or make the normal performance of the agreement impossible or unreasonably onerous, the parties' obligations to one another shall be suspended until such circumstances no longer exist.

"Force majeure" shall be considered to include catastrophes, natural disasters, government measures, war, riots, strikes, unusual stagnation in production or transport, exceptional sickness absenteeism, and any other unforeseen circumstances which affect the operations of Innopart Medpro B.V. and/or its suppliers.

Should the situation of force majeure last for longer than three months, either party shall be entitled to dissolve the agreement in writing. Following dissolution, Innopart Medpro B.V. shall be entitled to invoice the other party for the performance delivered by Innopart Medpro B.V. prior to the situation of force majeure. The parties shall not be entitled to any form of compensation in this respect.

RETENTION OF TITLE

All goods delivered shall remain the property of Innopart Medpro B.V. until the other party has performed in full all its obligations to Innopart Medpro B.V. by virtue of any deliveries made and to be made, including the obligations arising from the failure to fulfil any undertakings.

The other party shall be obliged to keep all goods recognisably as being the property of Innopart Medpro B.V., and to store these separate from other, similar goods.

Until the property transfers to the other party, the other party shall not be entitled to create any rights in respect of the goods delivered or to give the goods in use to a third party under any title whatsoever.

If the goods delivered are to be processed, altered or mixed, Innopart Medpro B.V. shall immediately acquire a right of co-ownership to the good/goods they are incorporated in, up to an amount equal to the value of the goods delivered.

The other party shall be entitled to use or sell the goods delivered only in the course of its normal business operations and in accordance with their purpose. In the event of the re-sale of goods which still are the property of Innopart Medpro B.V., or of goods to which Innopart Medpro B.V. has a right of co-ownership, the other party shall be obliged to claim a similar retention of title as included in these Terms and Conditions. Furthermore, Innopart Medpro B.V. shall, at the moment of delivery following such re-sale, acquire a non-possessory pledge in respect of the amounts receivable by the other party from its customer, and have the right to notify the customer of this pledge and demand and receive payment.

In the event that the other party fails to fulfil any contractual obligation on time, or has been or is liquidated or dies or applies for a moratorium judicial postponement of payment of debts, or a petition for its winding up or bankruptcy is or has been filed, Innopart Medpro B.V. shall be entitled to consider the agreement cancelled by the other party and to demand the return of all goods not or not fully paid for as its property, without notice of default or judicial intervention being required.

Following cancellation and repossession of goods, Innopart Medpro B.V. shall be entitled to charge cancellation and repossession costs to the other party, without prejudice to its right to compensation for all loss of capital and other losses.

The other party shall immediately give Innopart Medpro B.V. at its first request all information and assistance required to enforce rights of pledge and enable Innopart Medpro B.V. to gain repossession, subject to a penalty of EUR 1,000 per day. The other party herewith authorises Innopart Medpro B.V. irrevocably to enter all sites and buildings where its goods may be stored, or to have a third party enter these.

INDUSTRIAL PROPERTY RIGHTS

Innopart Medpro B.V. shall retain all industrial and/or intellectual property rights on deliveries, relating to drawings, models, brands, copyright, product specifications, designs, software, etc. By entering into an agreement the other party agrees to refrain from all breaches of Innopart Medpro B.V. 's industrial/intellectual property rights, even if no registration of such has taken place, as well as to make every effort to prevent or terminate breaches by third parties.

The other party is not allowed to use acquired information in any other way but in the proper performance of the contract.

The other party is not allowed to alter goods delivered in whole or in part or provide them with another brand name or packaging.

The other party guarantees that the assignment or information it has provided does not breach any rights of third parties or statutory regulations, and fully indemnifies Innopart Medpro B.V. against all claims by third parties.

GUARANTEE

Innopart Medpro B.V. will only provide a guarantee if this is agreed upon in writing. Any manufacturers' warranties on goods acquired from third parties will be provided to the other party subject to the applicable regulations.

The guarantee provided expires if the other party uses the goods delivered other than in accordance with the instructions and for their purpose, or does not properly use, maintain, repair or alter them, or fails to fulfil its obligations under the agreement.

COMPLAINTS

The other party is obliged to check all goods and services immediately upon receipt for visible defects, damage and shortcomings, and to report such to Innopart Medpro B.V. immediately in writing. All other complaints concerning goods or services delivered or invoices must be reported to Innopart Medpro B.V. in writing within 8 days. The grounds for the complaint must be stated in full detail.

If no complaint is received within the above period and/or when the goods delivered are processed, the delivery or invoice shall be considered to have been accepted and all rights to lodge complaints in this respect shall lapse.

Deviations from the quality of delivery common in the Netherlands must be agreed in writing in advance. Minor and/or usual deviations in the quality or quantity of deliveries (including quantity, dimensions, selection, colour, weight, version or design) shall never be grounds for any complaint.

If a complaint is judged by Innopart Medpro B.V. to be founded, the other party's obligations to pay will be suspended, but only in relation to the performance or partial performance concerned. Innopart Medpro B.V. shall deliver the agreed performance within a reasonable term unless Innopart Medpro B.V. chooses to credit the other party for the performance or partial performance concerned.

If Innopart Medpro B.V. rejects a complaint lodged within the prescribed period, and the other party presses its claim, Innopart Medpro B.V. is entitled to have an independent expert or inspection institute draw up a report. Such report shall be binding on both parties and the costs involved shall be for the account of the party which is found to be in the wrong.

In the case of unfounded or late complaint, Innopart Medpro B.V. shall be entitled to charge all costs incurred in this respect to the other party.

The return of goods delivered shall take place at the risk and expense of the other party, subject to the prior written approval of Innopart Medpro B.V. and the conditions set by Innopart Medpro B.V. in this respect.

LIABILITY

All goods and services shall be delivered by Innopart Medpro B.V. to the best of its ability, though Innopart Medpro B.V. will only accept liability for direct loss or damage which is the direct result of gross negligence or intent on its part. Indirect loss or damage, loss of profit, loss of goodwill and loss or damage to third parties shall never be eligible for compensation. The other party is advised to take out sufficient insurance.

All advice is issued by Innopart Medpro B.V. in good faith, but remains free of obligation and Innopart Medpro B.V. accepts no liability for the consequences.

In all cases, Innopart Medpro B.V. 's liability is limited to reasonable compensation for the loss or damage sustained, with a maximum of the agreed price for the delivery or partial delivery concerned.

Loss or damage must be notified to Innopart Medpro B.V. in writing within ten days of discovery, failing which all rights to compensation shall become extinct. All claims for compensation shall become void by prescription upon the expiry of a twelve-month period commencing the date of notification.

The other party shall be obliged to indemnify Innopart Medpro B.V. against all claims for compensation by third parties.

All employees of Innopart Medpro B.V. and third parties brought in by Innopart Medpro B.V. may refer to these provisions, as if they themselves were party to the agreement.

The stipulations in this section shall apply to the liability of Innopart Medpro B.V., undiminished by imperative law.

DEFAULT AND DISSOLUTION

In the event that the other party fails to fulfil any contractual obligation on time, or has been or is liquidated or dies or applies for a moratorium judicial postponement of payment of debts, or a petition for its winding up or bankruptcy is or has been filed or its assets are attached, all amounts owed by the other party to Innopart Medpro B.V. shall become immediately payable in full and Innopart Medpro B.V. shall have the right to dissolve all agreements without notice of default or judicial intervention being required, to suspend further deliveries and/or claim payment in full of all receivables, without prejudice to Innopart Medpro B.V. 's right to compensation in full for all loss of capital and other losses.

RETENTION

Should the other party fail to fulfil its obligations, or to provide adequate security, Innopart Medpro B.V. shall have the right to retain all goods which are in its custody and control on behalf of the other party.

PAYMENT

All payments must be transferred to a bank or giro account to be stated by Innopart Medpro B.V. within 30 days of the date of invoice. The other party is not entitled to any suspension, reduction or set-off unless specifically agreed to by Innopart Medpro B.V. in writing.

The other party shall be in default, without notice being required, by the mere failure to observe the agreed payment period; all discounts granted shall immediately lapse with retrospective effect.

Payments must be made in the currency specified in the agreement or, if no currency is stated, in the currency in which the invoices are drawn up.

All payments - irrespective of other instructions - shall be applied as follows: first (extra-)judicial and other legal costs incurred, subsequently interest due and then the oldest invoice outstanding.

On first request of Innopart Medpro B.V., both prior to and following the conclusion of each agreement, the other party is obliged to provide in, and if necessary supplement, all securities in any by Innopart Medpro B.V. requested form, to ensure the correct fulfilment of all obligations of the other party. If the other party does not provide in the requested securities within a fortnight after Innopart Medpro B.V. 's written request, Innopart Medpro B.V. is entitled to postpone all its obligations and all amounts owed by the other party to Innopart Medpro B.V. shall become immediately payable in full.

INTEREST AND COSTS

In the event that the agreed payment term is exceeded, the other party shall be liable to pay interest at a rate of 1% per month on all outstanding amounts, with part of a month being counted as a whole month.

All collection charges shall be for the other party's account. The extrajudicial costs will amount to at least 15% of the total claim including interest. The judicial costs include - among others - all costs actually incurred for legal assistance and representation, including costs in excess of the liquidation fee.

APPLICABLE LAW AND DISPUTES

All agreements entered into with Innopart Medpro B.V. shall be governed exclusively by Dutch law, in terms of their conclusion, content and performance. The Vienna Convention on international Sales Contracts is explicitly excluded.

The Delivery and Payment will take effect the moment that the other party is notified of such conditions of trade and delivery are set in accordance with the 'I.C.C. Incoterms', as most recently laid down by the International Chamber of Commerce in Paris.

Any disputes relating to the conclusion, content and performance of all agreements entered into with Innopart Medpro B.V. shall be submitted for arbitration to the competent court in the place(s) of business of Innopart Medpro B.V.. Innopart Medpro B.V. shall be entitled, however, to submit a dispute to the court which is competent to hear this by operation of law or by virtue of international treaties.

The Terms and Conditions as drawn up in the Dutch language shall be valid and decisive in case of contrariness or differences in interpretation between the Dutch text and a translation thereof.

FINAL PROVISIONS

If and to the extent that any condition of a contract or these Terms and Conditions is declared null and void, the legal stipulation which is most similar to the import of the condition concerned will replace this. The other conditions will remain in full force.

Innopart Medpro B.V. shall be entitled to amend its conditions of trade. New Terms and Conditions of Delivery and Payment will take effect the moment that the other party is notified of such.