



General Conditions of Purchase of MEDIQ (the “General Conditions”)

1. GENERAL APPLICABILITY

These General Conditions apply to (all requests for) offers, orders and agreements where a reference to these General Conditions is made, or the applicability is agreed in any other way, regarding the supply of goods to and the performance of services (hereinafter referred to as ‘Deliveries’) for Mediq B.V., Rijnzathe 10, 3454 PV de Meern, The Netherlands and for all affiliates of Mediq B.V. (MEDIQ B.V. and its affiliates hereinafter referred to as ‘MEDIQ’).

2. ORDERS

- a. Deliveries shall be made against purchase orders issued by MEDIQ. Except in the event of Force Majeure, or if the supplier within one day after receipt of a purchase order rejects the purchase order, the supplier shall be obliged to accept purchase orders issued by MEDIQ.
- b. Acceptance of a purchase order issued by MEDIQ implies acceptance of these General Conditions. No purchase order, acknowledgment form, or other ordering document or communication from the supplier shall vary the terms and conditions of these General Conditions.
- c. If a purchase order carries an obvious spelling or calculation mistake or if an acknowledgment by the supplier of a purchase order issued by MEDIQ deviates in any way from the order, MEDIQ is only bound after it has explicitly declared in writing that it accepts the mistake or deviation. Acceptance by MEDIQ of Deliveries, as well as payments for them made by MEDIQ, does not imply any acceptance of any mistakes or acknowledgment of any deviations.

3. PRICE, INVOICING AND PAYMENT

- a. The prices are only valid if mutually agreed and confirmed in writing by MEDIQ and the agreed prices can only be changed after upfront mutual written agreement between MEDIQ and the supplier. A price decrease is immediately effective, irrespective of the earlier date of the purchase order. In case of a delay in the delivery, the agreed price for the delivery date remains valid.
- b. The agreed price is fixed in the currency of the country where the designated location of MEDIQ for Deliveries is established and is excluding VAT. Invoices must be submitted to the designated location of MEDIQ with reference numbers, be in conformity with the orders and itemised per position and include the position number(s). For as long as any part of these details is missing, MEDIQ has the right to defer its obligation to pay the invoice in question.
- c. Notification of price increases shall be sent 60 days before entry into force, and is limited to once every second year. All price changes shall be communicated in writing and must be documentable and provided with proven evidence and accepted only based on changes in currency, commodity prices or in freight costs. Price decreases are to be announced and executed immediately irrespective of the earlier date of any open purchase order.
- d. MEDIQ will pay after errorless invoicing within the agreed payment term. The agreed payment term is not a strict deadline. The supplier shall not withhold deliveries if MEDIQ fails to make any payment when due.
- e. Payment does not in any way imply the waiver of any right to come back on the performance of the Deliveries and/or invoices. Payment of the invoices of the supplier does not in any way imply the acceptance of any general conditions of the supplier that are mentioned or referred to on the invoices.
- f. MEDIQ is authorised to offset its debt, which is due and payable, against the debt owed by the supplier. Supplier is not authorised to offset any balances with any amounts owed by MEDIQ.

4. INTELLECTUAL PROPERTY RIGHTS

- a. If Deliveries or accompanying documentation are subject to intellectual property rights, MEDIQ acquires a free right of its use via a non-exclusive, worldwide, perpetually renewable license. All intellectual property rights that arise as a result of the performance of the Deliveries by the supplier, its personnel or third parties that the supplier involves in the performance of the Deliveries, come to rest with MEDIQ. On first demand of MEDIQ, the supplier is obliged to do everything that is required to acquire and secure these rights.
- b. The supplier guarantees that the Deliveries do not infringe the intellectual property rights of third parties. The supplier indemnifies and holds MEDIQ harmless from and against any and all claims damages, liabilities, costs and expenses, including but not limited to court costs and reasonable attorneys’ fees, asserted by any third party owing to (alleged) infringements in this regard.

5. PACKAGING AND SHIPMENT

The supplier will package the Deliveries to be supplied as economically, safely and carefully as possible and such that the shipment is easy to handle during transport and unloading and complies with all relevant laws and regulations. The supplier will ensure that the Deliveries reach their destination in good condition. Without prejudicing the aforementioned, the packaging and the shipment must comply with all the applicable legislation and regulations including the Medical Device Regulation requirements (such as labelling and documentation requirements) and the agreed rules and procedures. MEDIQ may reject Deliveries that do not comply with these requirements. Any return of any Deliveries, as well as any return of special packaging, irrespective of the reason, shall be for the cost of the supplier.

6. DELIVERY

- a. All deliveries will be made to the agreed location according to the agreed delivery terms of the version of the Incoterms that applies at the moment that the order was placed.
- b. The delivery date, dates or term(s) agreed apply as deadlines that must be strictly observed and apply to the whole delivery, including the accompanying documentation and labelling. Early delivery is not allowed unless agreed in writing in advance of delivery by Mediq. Except in the event of Force Majeure, the supplier shall not be entitled to suspend or withhold delivery of the goods ordered by MEDIQ. If circumstances occur that give cause to anticipate that the agreed delivery date, dates or term(s) will be exceeded, then the supplier must inform MEDIQ of this immediately in writing. If the supplier exceeds any agreed delivery date, dates or term(s), MEDIQ is entitled to an appropriate compensation by the supplier, without prejudice to MEDIQ’s other rights.
- c. The supplier guarantees that the Deliveries are:
 - of good quality and defect free and in the case of performing services that they are performed by expert personnel using new materials;
 - entirely in accordance with the agreement or order, the specifications given and the reasonable expectations of MEDIQ for as far as the characteristics, quality and reliability of the Deliveries are concerned;
 - suitable for the purpose for which the Deliveries are intended (i) in the nature of the case evident to the supplier or (ii) in accordance with the order; and
 - in compliance with all applicable legislation and regulations, including required technical documentation,

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including expiry date, instruction for use and labelling, any export license(s) required for the export of the Deliveries.

d. If any Deliveries are rejected, for whatever reason, MEDIQ will inform the supplier about this and MEDIQ can, at the option of MEDIQ, require its replacement or repair, or terminate or cancel the order, without prejudice to MEDIQ's other rights.

e. The supplier shall maintain adequate and accurate books and records with respect to the Deliveries for a period of at least the shelf life, respectively the life cycle of the Deliveries plus one (1) year, including but not limited to, manufacturing records and lot traceability records.

f. In addition, the supplier will be responsible for and shall ensure that all documentation required under the Medical Device Regulation ('MDR'), and any other applicable laws and/or regulations, will be available for inspection by the relevant authorities for a period at least equal to the minimum period required by applicable regulations and/or law.

g. The supplier shall:

- comply with all applicable rules and regulations relating to the nature, method of manufacture, packaging, instruction for use the language of the Mediq entity purchasing the Deliveries, and labelling of the Deliveries as well as, at its own expense, obtain and maintain all necessary permits, licenses, manufacturing authorizations and registrations for the Deliveries;

- keep record from each production lot per Delivery, so that tracing of the Deliveries can be done according to the lot number ten (10) years after the production for all Deliveries, and will keep retention samples according MDR requirement

- give notice to the Distributor without undue delay upon any changes of the Deliveries if the changes affect the agreed specifications and prior to such changes are implemented; and

- bear the direct costs (including recycling, if applicable) related to a field safety corrective action solely caused by the Deliveries and due to a request by an authorized authority.

7. TRANSFER OF OWNERSHIP AND RISK

The Deliveries are for the risk of the supplier until they have been delivered to the agreed destination and accepted in writing by an authorised MEDIQ person stating his name. The ownership of the Deliveries passes to MEDIQ at the latest at the moment of the aforementioned acceptance.

8. TRANSFER OF RIGHTS AND OBLIGATIONS

The supplier will not subcontract out the Deliveries or parts thereof to third parties and will not partially or wholly transfer the rights and obligations that it acquires by virtue of the agreement to third parties, without prior written permission from MEDIQ. Mediq may transfer any and all of its rights to third parties without having to obtain the approval of supplier.

9. CONFIDENTIALITY

The supplier shall not disclose to anyone or use, except with the prior written authorization of MEDIQ any information that is considered confidential, if: (i) it concerns the Deliveries, (ii) it is delivered in written form marked “confidential”, (iii) it is delivered orally, described as confidential and its confidential nature is confirmed in writing within thirty (30) days and (iv) in any event if the supplier might reasonably be expected to judge it as confidential, provided by MEDIQ to the supplier or discerned by the supplier from information obtained from MEDIQ in the course of performing its obligations, provided however, that such information shall not be considered as confidential

if such information (i) is in the public domain or known by the supplier prior to disclosure, (ii) becomes known to the public after disclosure, other than through breach of this confidentiality obligation, (iii) becomes known to the supplier from a source other than MEDIQ without breach of any obligation to preserve such information in confidence by such source, or (iv) is required by a court ruling or by law to be disclosed, provided such disclosure is subject to all available protection from further disclosure.

10. CORRUPT PRACTICES

The supplier shall maintain a high standard of moral and ethical behaviour concerning the Deliveries and shall conduct its business with the highest degree of integrity and in accordance with any law or regulation applicable to it or to its activities. In particular, the supplier undertakes that it has not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind in any way connected to the Deliveries and that it has taken reasonable measures to prevent its related third parties subject to its control or determining influence from doing so. The supplier will prohibit the practices of bribery, extortion or solicitation, trading in influence or laundering the proceeds of any of these corrupt practices, in relation to any public official, a political party or any person (in)directly related to the Deliveries.

11. GENERAL INDEMNITY

a. The supplier shall at all times defend, indemnify and hold MEDIQ harmless from and against any and all damages, claims (including third party (product liability) claims and any claims and/or costs relating to suppliers' failure to comply with its obligations under the Medical Device Regulation), liabilities, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, in connection with any third party claims arising out of the supply and use of the Deliveries or resulting directly or indirectly from any breach by the supplier of these General Conditions or an order or agreement and from any negligent act or omission of the supplier, except to the extent caused by (i) the gross negligence or intentional misconduct of MEDIQ or (ii) a breach by MEDIQ of any of the terms of these General Conditions.

b. Notwithstanding anything contained in these General Conditions to the contrary, MEDIQ's total liability will, regardless of the nature of the claim or theory of recovery, not exceed the price of the Deliveries involved in the claim and in no event shall MEDIQ be liable for any incidental, consequential, statutory, punitive or exemplary damages including without limitation, loss of property, personal injury, and loss of business or profits or other economic losses, regardless of the nature of the claim or theory of recovery.

12. APPLICABLE LAW AND COMPETENT COURT

Each of the Deliveries will be governed by the laws of the state where the designated location of MEDIQ for the delivery is established. The applicability of the Vienna Sales Convention is excluded. All disputes between MEDIQ and the supplier that may arise and for which no solution can be found in consultation with one another, shall exclusively be submitted to the competent court in the district where the designated location of MEDIQ for the delivery is established.