

## **GENERAL TERMS AND CONDITIONS**

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### **Article 1: Applicability of these Terms**

These terms apply to every offer and agreement between Aesculaap B.V., hereinafter referred to as Aesculaap, and a buyer, customer, or client to whom Aesculaap has declared these terms applicable, insofar as these terms have not been deviated from in writing by both parties.

### **Article 2: Quotations**

1. Quotations issued by Aesculaap are valid for 15 days unless otherwise stated.
2. Aesculaap is only bound by the quotations if the buyer confirms acceptance in writing within 15 days. The prices listed in a quotation are exclusive of VAT unless otherwise specified.

### **Article 3: Delivery**

1. Unless otherwise agreed, delivery is not free of charge. If an 'Incoterm' delivery condition is agreed upon, the Incoterms applicable at the time of contract conclusion shall apply.
2. The counterparty is obliged to accept the purchased goods upon delivery or when made available under the agreement.

If the counterparty refuses acceptance or fails to provide necessary information or instructions for delivery, the goods will be stored at the counterparty's risk. The counterparty shall bear all additional costs, including storage costs.

### **Article 4: Delivery time**

An agreed delivery time is not a strict deadline unless explicitly stated otherwise. If delivery is delayed, the buyer must notify Aesculaap in writing by registered mail.

### **Article 5: Partial deliveries**

Aesculaap is permitted to deliver sold goods in parts unless a partial delivery has no independent value. If goods are delivered in parts, Aesculaap is entitled to invoice each part separately.

#### **Article 6: Technical requirements, etc.**

1. If goods delivered in the Netherlands are to be used outside the Netherlands, Aesculaap is only responsible for ensuring compliance with foreign technical standards if expressly stated at the time of purchase.
2. Any technical requirements deviating from the normal standards must be explicitly stated by the buyer at the time of purchase.

#### **Article 7: Samples, models and examples**

If Aesculaap provides a sample, model or example, it is presumed to be indicative only. The characteristics of the delivered goods may deviate unless explicitly agreed otherwise.

#### **Article 8: Changes in deliverables**

1. Aesculaap may deliver goods that differ in quality, quantity, functionality, and color from those described in the contract. If the delivered goods significantly deviate, the buyer may dissolve the contract within 15 days of discovering the deviation.
2. The buyer has no right to dissolve the contract due to legally required changes or minor product improvements.

#### **Article 9: Termination of the agreement**

1. Aesculaap's claims against the buyer are immediately due in the following cases:
  - a. If circumstances arise that reasonably suggest the buyer will not fulfill obligations;
  - b. If Aesculaap requested security for fulfillment upon contract conclusion, and such security is not provided or is insufficient.
2. In such cases, Aesculaap may suspend or dissolve the contract without prejudice to its right to full compensation.
3. If execution of the contract becomes impossible or excessively burdensome due to external circumstances, Aesculaap may dissolve the agreement.

#### **Article 10: Warranty**

1. Aesculaap guarantees that the goods delivered are free of design, material, and manufacturing defects for three months after delivery.
2. If a defect occurs, the buyer is entitled to repair or replacement. The buyer is only entitled to replacement if repair is not possible.

3. Aesculaap is liable for damages caused by defects for up to € 23,000 within three months after delivery.
4. The warranty does not cover damage due to incorrect or unskilled handling of the delivered goods. Incorrect handling includes: other use or application than usual, prescribed or agreed.

#### **Article 11: Retention of title**

1. Ownership of goods remains with Aesculaap until the buyer meets all contractual obligations:
  - a. the consideration(s) with regard to the delivered or to be delivered goods themselves;
  - b. the consideration(s) with regard to services performed or to be performed by Aesculaap under the purchase agreement(s);
  - c. any claims due to non-compliance by the buyer with (a) purchase agreement(s).
2. The buyer may only resell the goods in the normal course of business but may not pledge them or claim any other right.
3. If the buyer fails to fulfil his obligations or if there is reasonable fear that he will not do so, Aesculaap is entitled to remove or have removed delivered goods, to which the retention of title referred to in article 1, applies from the buyer or third parties holding the goods for the buyer. The buyer obliged to provide full cooperation in this regard, under penalty of a fine of 10% of the invoice amount owed by him per day.
4. If third parties attempt to claim ownership of the goods, the buyer must inform Aesculaap immediately.
5.
  - a. Any complaints must be submitted tot Aesculaap by registered letter within 8 days after delivery of the products.
  - b. The buyer's right to complain lapses with regard to goods processed and/or processed by or on behalf of the buyer.
  - c. If submitted complaints do not comply with the above, they can no longer be received and the buyer has to approve and accept the goods delivered and/or performed.
  - d. Aesculaap is only obliged to take note of submitted complaints if the buyer concerned has fully complied with all his obligations towards Aesculaap, arising from any agreement whatsoever, at the time of submitting his complaint.
6. The buyer undertakes, at the first request of Aesculaap:
  - a. to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection upon request;
  - b. to pledge all claims of the buyer on insurers with regard to the goods delivered under retention of title to Aesculaap in the manner prescribed in article 3:239 BW.;
  - c. to pledge the claims that the buyer obtains against its customers when reselling goods delivered by Aesculaap under retention of title to Aesculaap in the manner prescribed in article 3:239 BW.;
  - d. to mark the goods delivered under retention of title as the property of Aesculaap;

e. to cooperate in other ways with all reasonable measures that Aesculaap wishes to take to protect its property rights with regard to the goods and which do not unreasonably hinder the buyer in the normal exercise of its business.

7. Even if the other party complains in time, his obligation to pay and accept orders placed remains.

Goods can only be returned to Aesculaap after prior written permission.

#### **Article 12: Price increase**

1. a. If Aesculaap agrees a certain price with the other party, Aesculaap is nevertheless entitled to increase this price.  
b. Aesculaap may charge the price applicable upon delivery according to its price list applicable at that time.  
c. If the price increase is more than 30%, the buyer has the right to terminate the agreement.
2. If the price increase occurs within 10 days of agreement conclusion, the buyer can terminate the agreement regardless of the percentage of the increase.

#### **Article 13: Payment**

1. Payment must be made within 14 days of the invoice date by transferring the amount due to the IBAN number stated on the invoice.
2. After 14 days of the invoice date the buyer is legally in default: from the moment of default, the buyer owes interest of 12% per annum on the amount due.
3. In case of liquidation, bankruptcy or suspension of payment, the buyer's obligations become immediately due.
4. Payment must be made without any discount, unless Aesculaap has promised a discount in writing or settlement.
5. Payments made by the other party always serve to settle in the first place all interest and costs due, and in the second place the oldest outstanding invoices, even if the other party states that the payment relates to a later invoice.
6. Credit notes issued by Aesculaap are not paid out but are a voucher for products to be ordered later. The credit note then serves as a means of payment.

#### **Article 14: Collection costs**

1. If the buyer defaults or in breach of one or more of this obligations, all reasonable collection costs\* are payable:

- 15% on the first € 2,500 (minimum € 40)
- 10% on the next € 2,500
- 5% on the next € 5,000
- 1% on the next € 190,000
- 0.5% on the remainder (max. € 6,775)

If Aesculaap can prove that it has incurred higher costs, which were reasonably necessary, these will also be eligible for full compensation.

*\*In accordance with the Collection Costs Act (WIK).*

2. The buyer is liable to Aesculaap for the legal costs incurred by Aesculaap in all instances, unless these are unreasonably high.

This only applies if Aesculaap and the buyer conduct legal proceedings with regard to an agreement to which these general terms and conditions apply and a court ruling becomes final and binding, in which the buyer is completely or predominantly found to be in the wrong.

#### **Article 15: Liability**

Aesculaap is liable to the buyer exclusively in the following manner:

1. For damage resulting from defects in delivered goods, only the liability as regulated in article 10 of these conditions applies.
2. Aesculaap is only liable if damage is caused by intent or gross negligence of Aesculaap or its subordinate management.
3. With regard to additional services, Aesculaap's liability is limited to an amount of € 23,000.
4. In all other cases, Aesculaap's liability is limited to € 23,000.

## **Article 16: Force majeure**

1. Force majeure includes unforeseen external circumstances preventing performance.  
This will also include (if and to the extent that these circumstances make fulfilment impossible or unreasonably difficult): strikes in companies other than those of Aesculaap, wildcat strikes or political strikes elsewhere than in the company of Aesculaap; a general lack of necessary raw materials and other items or services required to realize the agreed performance; unforeseeable stagnation at suppliers or other third parties on which Aesculaap is dependent and general transport problems.
2. Aesculaap may invoke force majeure if it arises after the obligation was due.
3. Obligations are suspended during force majeure; if it exceeds 15 days, both parties are entitled to terminate the agreement without any obligation to pay damages in that case.
4. If Aesculaap has already partially fulfilled its obligations when force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the part already delivered or the deliverable part separately and the other party is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already delivered or the deliverable part has no independent value.

## **Article 17: Dispute resolution**

Disputes will be settled by the Court of 's-Hertogenbosch unless Aesculaap chooses another competent court.

However, Aesculaap remains authorised to summon the buyer before the competent court according to the law or the applicable international treaty.

## **Article 18: Governing law**

Dutch law applies to every agreement between Aesculaap and the buyer.

## **Article 19: Changes to terms**

Aesculaap may amend these terms, which take effect on the announced date or upon notification.

Boxtel, April 2025