

CoMEDICAL

GENERAL TERMS AND CONDITIONS OF SALE OF COMEDICAL B.V.

1. General

These General Terms and Conditions of Sale will apply to all offers made by CoMedical B.V. ("the Seller") and all agreements concluded by the Seller with any Buyer. Any deviation from these General Terms and Conditions of Sale requires an express written agreement.

2. Offers; conclusion of a Sales Agreement

All offers made by the Seller, regardless of their form, will be free of obligation, unless these offers contain a period for acceptance. When an offer by the Seller is done without any obligation and the Buyer has accepted this offer, the Seller has the right to withdraw the offer within 5 workdays after reception of the acceptance.

3. Delivery

Delivery takes place "Ex Works" as defined in the ICC Incoterms 2000 of the International Chamber of Commerce. This means amongst others that the products are for the risk and expense of the Buyer from the moment the products have left the factory or the warehouse of the Seller for transport or dispatch to the Buyer. The Seller may supply the agreed quantity in parts. Each part of delivery will be considered an independent Sales Agreement. The time of the agreed delivery period will not be of the essence: in the event of late delivery, the Seller must be sent notice of default and granted a reasonable grace period in which to perform the Sales Agreement. If the Seller again fails to deliver on time, the Buyer is only allowed to dissolve the Sales Agreement in respect of the undelivered quantity. The Buyer will take delivery of the products within the agreed period once the Seller has notified him that the products are ready for delivery. If the Buyer fails to take delivery within the agreed period, or to supply information or issue instructions necessary for the delivery, the Seller may store the products at the Buyers' risk and expense, without prejudice to the Seller's right to claim damages. If the Seller has arranged the transport, the dispatch and/or the insurance of the products, the Seller is regarded to have performed these activities at the risk and expense of the Buyer.

4. Payment

Payment will be made within 30 days after the date of invoice and will be considered to have been made at the time the bank has credited the invoiced amount to the Seller's account.

If the contractual quantities are delivered in parts, the Seller may send a separate invoice for each such part. Payment will be made without deduction or set-off. If the term for payment expires without the Buyer having paid, the Buyer will be in default, without further notice of default. As of that date the statutory interest of article 6:119a from the Dutch Civil Code will be due.

If the Buyer is in default or otherwise fails to perform any of his obligations, he will pay all reasonable costs incurred to execute payment both in and out of Court, including attorney fees, collection costs and bailiff-fees. The Seller may at all times condition (further) performance of the Sales Agreement upon the Buyer providing adequate security or making full or partial advance payments.

5. Retention of title

Title to the products delivered by the Seller will remain vested in the Seller until full payment has been made for all past and future deliveries, including any interest and costs. Until the title vests in the Buyer, he may only resell or use the products within the normal operation of his business.

If the Buyer fails to satisfy his payment obligation to the Seller, or the Seller has reason to fear that the Buyer will so fail, the Seller may repossess the products. The Buyer will have no possessory lien over the products. The Buyer will handle the products delivered with due care and keep them identifiable as the Seller's property. The Buyer will also insure the products against fire, water damage and theft, and pledge any claims under such policy to the Seller at the latter's first request as additional security for the performance of his obligations to the Seller. Until title to the products passes to the Buyer, he may not pledge or grant third parties any other right in the products.

If a third party wishes to create or assert any right in respect of the products, the Buyer will so notify the Seller as soon as possible. The Buyer will reasonably cooperate with the Seller in taking all measures to protect the Seller's title to the products.

6. Complaints

The Buyer will inspect the products upon receipt for any defects or shortcomings. Visible defects must be reported to the Seller in writing within 10 workdays of receipt of the products stating the nature of the defects. Hidden defects must be reported to the Seller in writing stating the nature of the defects, either within 10 workdays of their discovery or within 10 workdays after the Buyer could reasonably have discovered the defects. If the products do not conform to the Sales Agreement, the Seller will have the option to either replace the products or rectify the defects in the products. Any claim related to the products which fail to conform to the Sales Agreement will lapse if the complaint is made too late. Any claim related to hidden defects will lapse at the latest 2 months after receipt of the products by the Buyer. Any claim related to the products which fail to conform to the Sales Agreement will lapse once the products are processed or repacked or if their original state has otherwise been altered. Returning any product requires the Seller's prior written consent. Filing a timely complaint will not release the Buyer from its obligation to pay for the deliveries made or to continue to execute his obligations under the existing sales agreements.

7. Force majeure

Force majeure will be understood to mean any circumstance which fully or partly prevents or seriously impedes the performance of the Sales Agreement and which is not attributable to the Seller. Force majeure will include: fire, extreme weather conditions, picketing, strikes and lockouts, interrupted supplies of the products and services which are relevant for Seller's due performance, government regulation (including import and export regulation) and transportation impediments.

In case of force majeure the obligations of both parties will be suspended. If the force majeure prevents parties from performing their obligations for more than 1 month, both parties may terminate the unperformed part of the Sales Agreement without Court order, and without either party being required to pay damages. The defence of force majeure will also be available if it occurs after the date by which a party should have met its obligation.

8. Liability

The Seller will not be liable for any damage suffered by the Buyer caused by no or late delivery of the products. It is the responsibility of the Buyer that the products will be used professionally and in accordance with the instructions for use. If the Buyer re-sells the products to a third party, the Buyer will commit such third party by contract to (i) comply with the obligations of this article or (ii), in case this third party again re-sells the products, to commit its contractual party by means of a perpetual clause to comply with the obligations of this article. Under section 6.3.3 of the Dutch Civil Code concerning product liability, the Seller is liable for certain damages caused by defects in the products. Every other form of liability of the Seller for damages related to defects or shortcomings in the products is excluded. The limitation of liability as mentioned in this Article is not applicable in case of intentional act or omission or gross negligence on the part of the board of directors or the executive staff of the Seller.

9. Governing law and disputes

Every legal relationship between the Seller and the Buyer is exclusively governed by the Laws of the Netherlands. The parties expressly agree that the Vienna Convention (United Nation Convention on Contracts for the International Sale of Goods) will not apply, nor will any other international treaty relating to the sale and purchase of movable property whenever the applicability of such treaty is left to the discretion of the parties. In the event of disputes which are subject to the competence of the District Court, the only competent court will be the District Court of Rotterdam.

These General Conditions & Terms of Sale can be consulted on the website of CoMedical B.V.

www.comedical.eu