

GENERAL TERMS AND CONDITIONS OF PURCHASE DUTCH HEALTH

Article 1 Scope of application

1. These general terms and conditions apply to all quotations and to any agreement we have entered into as purchaser or potential purchaser and/or client or potential client, particularly agreements with regard to the purchase and delivery of goods and/or the performance of services and their execution.
2. References in these general terms and conditions to 'supplier' apply to the physical or legal person with whom we have concluded an agreement for the supply of goods and/or performance of services, including the supplier's representatives, agents, assignees and successors.
3. References in these general terms and conditions to 'terminate' means in Dutch: 'opzeggen'.
4. References in these general terms and conditions to 'dissolve' means in Dutch: 'ontbinden'.
5. Deviations from the provisions of these general terms and conditions are only acceptable insofar as these have been expressly agreed to in writing.
6. The supplier's terms and conditions will not apply, even if the supplier refers to its general terms and conditions, unless the supplier's terms and conditions are not contrary to these terms and conditions. No contrary provision in the supplier's terms and conditions will detract from this.
7. References made in these general terms and conditions to 'supply or supply of goods' or to 'delivery or delivery of goods' also apply to the provision of services and the performance of duties.

Article 2 Quotations

1. A quotation made by the supplier is irrevocable, unless the offer expressly indicates the contrary.
2. After issuing a quotation, the supplier must notify us in time and in writing of any amendments the supplier would like to make; they bind us only if we have confirmed these arrangements/commitments in writing. In case of quotations and/or amendments thereto provided verbally or by telephone, the supplier will bear the risk as to whether or not they are executed or correctly executed.
3. Amendments to a quotation issued by the supplier, of whatever nature, which entail higher costs than could have been expected based on the original quotation provided by the supplier, will be borne by the supplier.

Article 3 Conclusion of agreement

1. An agreement with us comes into being after we have acknowledged a(n) offer/quotation from the supplier in writing by means of a confirmation by email or by signed document.
2. The contents of any agreement are deemed to be fully and correctly represented solely by the order confirmation which we have sent to the supplier. Should the supplier be of the contrary opinion, it shall inform us thereof in writing within 8 (eight) days from the date of our order confirmation.
3. Any additional arrangements and/or commitments which have been made by our employees or on behalf of us by other persons acting as representatives, shall bind us only if these arrangements and/or commitments have been confirmed in writing by our director(s) who is/are authorised to represent us.
4. An agreement between us and the supplier is concluded on the condition that the supplier is and remains sufficiently creditworthy. The supplier shall provide sufficient information for us to determine its creditworthiness. At our first request, the supplier shall provide sufficient security for the fulfilment of its obligations. If the supplier fails to do so, we shall be entitled to suspend the agreement.

Article 4 Prices & Taxes

1. Our prices are exclusive of VAT, unless otherwise agreed in writing.
2. Our prices include all costs incurred in connection with the goods and/or services up to and including the time of delivery. This includes (if applicable) costs for storage and packaging, other levies, costs for transport and transport insurance, unless expressly agreed otherwise in writing.

Article 5 Packaging and labeling

1. The supplier is obliged to ensure that the goods delivered are carefully and properly packed, labelled in accordance with the latest applicable Dutch and European legislation, which corresponds with the conditions for storage and transport and all legally required specifications, in which respect the goods comply with all statutory requirements, including European Union regulations and regulations of the country of delivery and the country of destination or final destination.

Article 6 Delivery & Acceptance

1. Delivery takes place the moment we take receipt of the goods at the place agreed and in accordance with the agreed delivery term.

2. Until receipt of the goods by us, the goods remain at the supplier's expense and risk, regardless of whether the supplier has arranged for transport. The supplier will take out transport insurance for the goods for the duration of the transport and storage until the moment we take receipt of the goods, unless expressly agreed otherwise.
3. The delivery periods indicated in our order confirmation are considered deadlines, unless otherwise has been agreed in the agreement. If the goods are not delivered within the agreed delivery period and at the agreed place of delivery, the supplier is in default, without notice of default being required.

Article 7 Transport and other documents

1. The copy of the transport document of the supplier, signed for receipt by the carrier without comments, only serves as proof of shipment of the quantities specified in the transport document.
2. The supplier is obliged to provide us at all times with all documents and data applicable to the agreement and/or the goods with due observance of the prescribed deadlines and formalities, failing which the supplier will be fully liable to us for the resulting loss or damage. This also applies with regard to compliance with the applicable regulations of the European Union or other national and/or international authorities and governments.
3. At or before the time of delivery, the supplier is obliged to provide us with the required documents, information and certificates from the competent authorities, including control bodies and customs, showing that we can import, trade or process the goods without any impediment and without further formalities from the competent authorities.
4. All costs arising from the preparation of and delivery of the necessary documents will be borne by the supplier, unless specifically agreed otherwise.

Article 8 Transfer of ownership

1. Ownership of the goods will pass from the supplier to us at the time of delivery.
2. The supplier waives all rights and powers to which the supplier is entitled under the right of retention.

Article 9 Payment

1. Unless agreed otherwise, payment shall be made in euros.
2. If the purchase price is not paid to the supplier for any reason, the supplier will grant us a further payment period of at least fifteen (15) working days.

3. If we are in default, we will only owe the statutory interest on the invoice amount, excluding transport costs, VAT and other levies of whatever nature.
4. We are entitled to set off claims of the supplier on us, against any claim that we have on the supplier on any basis whatsoever.

Article 10 Obligations of the supplier

1. If the supplier considers or has reason to believe that the goods do not comply with the safety requirements of the European Union or applicable national and/or international legislation, the supplier must immediately notify us.
2. In cases as described in Article 10 (1), the supplier must immediately provide all requested information relating to the affected goods and must fully cooperate with requests from us and/or the competent authorities to the extent necessary to minimise loss or damage and/or discover the origin, cause and extent of the situation as described in Article 10 (1).

Article 11 Guarantee

1. The supplier guarantees that the goods and/or documents relating to the goods to be delivered comply with the agreement. This includes in any case the guarantee that:
 - a. the goods have the promised characteristics;
 - b. the goods meet at least the quality standards applicable to them;
 - c. the goods are free from third-party rights and are freely marketable, without any restriction(s) in the country of delivery and/or in the country of final destination (including the destination that we have agreed with a third party in a separate agreement);
 - d. the goods are suitable for the purpose for which the order/assignment was placed or the agreement was concluded;
 - e. the goods comply with rules by or under the law and/or otherwise applicable rules and/or requirements set by us in the fields of, inter alia, quality, safety and the environment, both in the country of delivery and in the country of final destination (to the extent known);
 - f. the goods are provided with and accompanied by all details and instructions necessary for correct and safe handling;
 - g. the goods are provided with and accompanied by all documentation requested and otherwise required by us.
2. The guarantee contained in Article 11 (1) applies irrespective of any transfer of the risk of the goods to us.
3. The supplier warrants compliance with all applicable sanctions and restrictions stipulated in and arising from all relevant sanctions, including from the United Nations, the United States of America, the European Union and/or the United Kingdom, and export control regulations in force at the time of concluding the agreement and during its execution.
4. If the supplier fails to comply with the obligation(s) arising from Article 11 (1), at our first request and at our discretion the supplier will replace the goods or make up any shortfall

at the supplier's own expense, unless we prefer to terminate or dissolve the agreement. All this without prejudice to our other rights based on the supplier's breach/failure, including but not limited to the right to compensation.

Article 12 Liability, indemnification and insurance

1. The supplier is liable for any loss or damage, of whatever nature and without limitation, suffered by us and/or subsequent purchasers or users as a result of any failure in the performance of the supplier's obligations and/or as a result of negligent acts or omissions by the supplier or the supplier's personnel or third parties engaged by the supplier, or acts in breach of a contractual or statutory obligation. The supplier's liability extends, inter alia, to loss and damage due to death or injury, damage to property of DUTCH HEALTH and third parties, business interruption, loss of profit or income and loss or damage caused by recalls.
2. The supplier shall be obliged to indemnify us against any and all third-party claims pertaining to the execution of the agreement and/or in connection with the goods and/or documents provided by the supplier or by the supplier's intermediary and/or in connection with negligent acts or omissions by the supplier or the supplier's subordinates and/or acts in breach of a contractual or statutory obligation, insofar as the law does not object to the damages and costs resulting from these claims being borne by the supplier. The supplier is also obliged to indemnify us against any and all costs involved in legal or arbitration proceedings, including the full costs of legal assistance and extrajudicial costs.
3. The supplier is obliged to insure the supplier's liability for the amounts customary in the industry. The supplier must upon first request allow inspection of the relevant insurance policies and provide an insurance certificate.
4. Any liability of DUTCH HEALTH for loss or damage of whatsoever nature is excluded, except to the extent that the loss or damage was caused by an act or omission of the managing director(s) and/or manager(s) of DUTCH HEALTH, either with the intent to cause loss or damage or recklessly and with the knowledge that it would probably result in such loss or damage.

Article 13 Force majeure

1. Force majeure shall mean any circumstance beyond control of such a nature that compliance of the agreement cannot be reasonably expected (non-imputable default).
2. Subject to Article 13 (3) in the event of force majeure, performance of the agreement will be suspended in full or in part for the duration of the force majeure situation, without us and the supplier being liable to pay any compensation in this respect. If the force majeure situation lasts longer than thirty (30) days, we are entitled to dissolve the agreement with immediate effect and without judicial intervention, without being liable to pay any compensation.
3. Force majeure on the part of the supplier does not include lack of personnel, strikes, epidemics, pandemics such as COVID-19, natural disasters, war, threat of war, civil war, riots and hostilities of any nature, blockade, boycott, fire and any other interruption on the supplier's business or that of the supplier's suppliers, non-performance by third parties engaged by the supplier, failure of auxiliary materials, shortage of raw materials, prevention or interruption of transport capabilities, import or export restrictions,

encumbrances caused by measures, laws or decisions made or taken by international, national and regional government bodies or other bodies and liquidity or solvency problems on the part of the supplier.

Article 14 Performance, suspension, dissolution of the agreement and/or compensation

1. In addition to the (statutory) right to demand performance, we are entitled to suspend the performance of our obligations or to dissolve the agreement in full or in part with immediate effect without notice of default or judicial intervention (without being liable to pay any compensation on that basis) if one or more of the following situations occurs:
 - a. the supplier does not fulfil any obligation and/or guarantee arising from the agreement or from these general terms and conditions, or does not do so properly or on time;
 - b. the supplier acts in breach of a statutory obligation or otherwise acts improperly;
 - c. the supplier is or threatens to be granted suspension of payments, declared bankrupt or put into liquidation or any part of the supplier's property is seized;
 - d. the supplier ceases operations, decides to liquidate or otherwise loses its legal personality;
 - e. the licenses required for the agreement are revoked;
 - f. a third-party attachment is levied against us on the supplier's assets;
 - g. DUTCH HEALTH has given the supplier written notice of a breach, specifying the nature of the breach, and the supplier subsequently fails to perform its obligation(s) under the agreement again.
2. If DUTCH HEALTH dissolves the agreement, DUTCH HEALTH is entitled, by way of compensation, to, at our own discretion:
 - a. any price difference disadvantageous to us between the contract price and the market value of the relevant goods and/or services on the day of non-performance, without prejudice to our right to additional or alternative compensation; or
 - b. the price difference between the contract price and the substitute transaction price, without prejudice to our right to additional or alternative compensation.
3. If DUTCH HEALTH dissolves the agreement, the supplier will, at our request, refund any purchase price already paid and, upon first request, immediately collect all or part of the goods already delivered from us or from a location to be designated by us.
4. The supplier waives all rights and powers to which the supplier is entitled under the right of suspension.

Article 15 No Third Party Beneficiaries

1. These general terms and conditions and each order by us are solely for the benefit of, and shall insure to the benefit of, DUTCH HEALTH and the supplier, and shall not otherwise be deemed to confer upon or give any third party any right, claim, cause of action or other interest herein.

Article 16 Assignment

1. Client and end customer shall not assign or transfer these terms and conditions or any order by us without the prior written consent of DUTCH HEALTH. Any attempt at such an

assignment shall be void from the beginning and without any effect.

Article 17 Compliance and sanction rules

1. The supplier accepts that DUTCH HEALTH will report unusual transactions to the competent authorities under the applicable regulations intended to prevent money laundering and the financing of terrorism.
2. The supplier accepts that, under applicable regulations, DUTCH HEALTH may be required to identify the supplier and/or its ultimate beneficial owner (UBO) and verify the identification. The supplier will cooperate fully in this regard. DUTCH HEALTH will record and retain the required data in accordance with applicable regulations.
3. The supplier accepts that said obligation to provide information prevails over the applicable privacy rules.
4. DUTCH HEALTH is entitled to terminate the agreement with immediate effect if DUTCH HEALTH may reasonably expect that the goods come directly or indirectly from any country subject to a sanction for the goods in question under the regulations referred to in Article 11 (3), without an exemption or permit having been obtained from a competent authority for that purpose.
5. Termination of the agreement under any of the above provisions immediately terminates all of our obligations under the agreement, including any obligation(s) to undo. The termination does not have retroactive effect. The supplier indemnifies us against any claim, penalty or other loss or damage of third parties arising out of or in connection with such termination or breach.

Article 18 Anti-corruption

1. The supplier warrants compliance with all relevant and/or applicable anti-corruption legislation (including but not limited to legislation of the European Union and/or the United Nations and/or the United States of America and/or the United Kingdom and legislation of any other country relevant to the execution of the agreement) in performing all acts related to the execution of the agreement.
2. DUTCH HEALTH is entitled to terminate the agreement immediately if DUTCH HEALTH reasonably suspects that the supplier and/or third parties engaged by the supplier are violating the regulations referred to in Article 18 (1).
3. Termination of the agreement under any of the aforementioned provisions immediately terminates all of our obligations under the agreement, including any obligation(s) to undo.

Article 19 Privacy

1. DUTCH HEALTH may process and/or store and share data, whether or not this is received during the execution of the agreement, with anyone within our organization involved in the execution of the agreement and with customer management. DUTCH HEALTH will not process the data on the supplier's instructions, unless this is necessary in view of the services to be provided. DUTCH HEALTH will only process the data to the extent compatible with the purpose for which the data was collected. DUTCH HEALTH will take the necessary measures, both technical and organisational, to secure personal data

against loss, modification and unauthorised access, whether by third parties or not.

2. The parties will process data collected during the execution of the agreement confidentially. The parties will not share the personal data received with third parties, unless the parties have given their prior consent or if this is necessary to comply with applicable regulations, all to the extent that the data is not publicly accessible information or the data cannot harm the parties in any way.

Article 20 Limitation

1. All claims against us will be time-barred one (1) year after the accrual of the cause of action.

Article 21 Miscellaneous

No change, amendment or modification of these general terms and conditions any order by us or other agreement between the parties shall be binding on DUTCH HEALTH unless made in writing and signed by both the supplier and DUTCH HEALTH. Nothing in these general terms and conditions or any order by us will be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party has, and nor will it represent to any third party that it has, the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. If any provision of these general terms and conditions or any order by us is determined to be unenforceable under the applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of these general terms and conditions shall continue in full force and effect. The headings in these general terms and conditions are for reference purposes only, and shall not affect the meaning or interpretation of these general terms and conditions.

Article 22 Applicable law

The agreement and these general terms and conditions are exclusively governed by Dutch law. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Article 23 Dispute resolution

All disputes arising out of or in connection with these general terms and conditions or the agreement(s) between us and the supplier will be settled exclusively by (i) the District Court in Amsterdam, the Netherlands, if the supplier has its registered office in the European Economic Area ('EEA'), or (ii) where the supplier is established outside the EEA, by means of UNUM Arbitration (<https://unum.world/>) in Rotterdam, the Netherlands, subject to the applicable UNUM Arbitration Rules. Irrespective of the above provisions, DUTCH HEALTH is at all times free to submit disputes as referred to above to the competent court in the country where the goods are or will be located (if they are being transported) or to the competent court of the country where the supplier is established.