



## **GENERAL TERMS AND CONDITIONS FROM REBACARE B.V.**

Sasker van Heringawei 12, 9034 GD, Marsum in the Netherlands

Date: 19 november 2020

### **ARTICLE 1. DEFINITIONS**

1. "Rebacare Hulpmiddelen B.V." and "Rebacare Medische Hulpmiddelen B.V." mean, the limited liability companies under the law of the Netherlands (hereafter "We", "Us" and "Our") and the Users of the following general terms and conditions.
2. "Counterparty", means every natural or legal entity to We address Our offers, , the party that gives Us an assignment, the party with whom We sign an agreement and any other party with whom We are in a legal relation.
3. "Products" means, all products that, in application of these conditions, are delivered to Counterparty, as well as all services, including advisory services.
4. "Factory" means, Our production location(s), shop, showroom, warehouses, industrial sites or other locations indicated by Us, including hospitals.
5. "Terms" means, the general terms and conditions as set out in this document.

### **ARTICLE 2. APPLICABILITY**

1. These Terms apply to and form an inseparable part of all Our offers (including any attachments) and all agreements concluded with Us.
2. Reference by Counterparty to Terms and/or other conditions it Uses are hereby explicitly rejected by Us.
3. Deviation from these Terms can only be agreed in writing by Our management.

### **ARTICLE 3. OFFERS**

1. All Our offers and quotations (including attachments, documentation, images, etc.) are issued orally or in writing and are without obligation, unless they contain a term for acceptance, in which case the offer will expire after the expiry of this term.

2. All Our offers are based on the performance of the agreement by Us under normal circumstances and during normal working hours.
3. Images, drawings, specification of colors, designs, models, sizes, and any other works containing Our intellectual property, that are shown or provided by Us before or at the conclusion of the agreement are as accurate as possible, but are only provided or shown as a sample or model for indication purposes and are not binding.

#### **ARTICLE 4. CONCLUDING AGREEMENTS**

1. Agreements are concluded, if Our offer is without obligation, at the moment that Our offer is accepted in writing by the Counterparty, unless We notify Counterparty within ten (10) days of receipt of the acceptance by Counterparty, that no more agreement is desired, in which case Our offer will be deemed to have been legally withdrawn.
2. Agreements are concluded if Our offer is irrevocable, meaning if a term is stated by Us in the offer, at the moment of receipt of the written acceptance of Counterparty within the specified term.
3. If acceptance by Counterparty deviates from the offer, then this is considered as a new offer from Counterparty and as a rejection of Our offer, even if acceptance only a deviation on minor points.
4. If Counterparty makes an offer in the sense of article 4.3., acceptance on Our part will only follow out of a writing acceptance, or if We have started to implement it.
5. If a natural or legal entity enters into an agreement with Us as a representative of the Counterparty, the representative is jointly and severally liable towards Us as the represented Counterparty for the correct performance of the agreement, unless expressly agreed otherwise.
6. Cancellation of the agreement by Counterparty is only possible by means of a written registered letter from Counterparty to Us and after written permission from Us.
7. In the event of cancellation by Counterparty, the latter is obliged to compensate for the loss suffered (costs incurred) damages and any loss of profit.

#### **ARTICLE 5. PRICING**

1. The prices quoted by Us are net prices and excluding turnover tax (unless stated otherwise) and other government charges related to the sale, delivery and performance of the agreement. In the event of delivery of products, the quoted prices are based on delivery from Factory, unless otherwise agreed in writing.
2. Changes in the factors of production (including but not limited to changes in wages, the price of the raw materials, the price of other materials, taxes, levies and any other price-determining factors) may always (including the situation that the

aforementioned changes in the price-determining factors were already foreseeable at the time the agreement was concluded) be passed on by Us to Counterparty.

3. In case the application of sub. 5.2 should lead to a price increase of ten percent (10%) or more at a time and the price increase does not result from changes to the applicable law, Counterparty has the right to dissolve the agreement by registered letter within one (1) week after We have announced that We will increase the agreed price.
4. If Counterparty is a consumer and there is a purchase agreement, he can, if a price increase takes place during the first three months after entering into the agreement, terminate the agreement in writing, within fourteen (14) days after We notify the consumer of the price increase. Unless a delivery period of more than three (3) months has been agreed with Us or the price increase ensues from changes in the applicable law.
5. Unless otherwise agreed in writing, delivery costs, assembly, service costs and costs for shipping, transport and unloading, and any other costs related to the delivery of the agreed goods are not included in Our prices.
6. If Counterparty is a consumer and there is a purchase agreement, the delivery costs will be borne by Us. If it concerns a delivery with a combined value of less than seven hundred euro (€ 700.00), consumer will be charged for shipping and administration costs.
7. Costs of loading and unloading, storage, transport of products, parts, materials, models, tools or other products and instructions made available to Counterparty can be separately charged to Counterparty.
8. If Counterparty is a consumer and there is a purchase agreement, the costs as specified in sub. 5.6, with the exception of the delivery costs and in sub. 5.7, are charged by Us to the consumer, when entering into the agreement. These costs are stated separately or information is provided by Us on the basis of which these costs are calculated by Us.
9. Costs arising because Counterparty has failed to enable Our performance under the agreement and in the event of circumstances that can be attributed to Counterparty as a result of which costs have been incurred by Us, will be charged by Us to the Counterparty.
10. Default on the part of Counterparty will put an end to Our default if We are in default. During the default of Counterparty, the latter is not authorized to take enforcement measures. Costs arising because Counterparty is in default will be charged by Us.

## **ARTICLE 6. DELIVERY**

1. Delivery takes place from Our Factory, unless otherwise agreed in writing, and at the times set by Us, which times will be stated by Us to Counterparty in time. Counterparty is obliged to be able and available for receiving the product at the

agreed times, in the absence of which all resulting costs (including but not limited to building, freight and storage costs) will be charged to Counterparty in accordance with Our or locally applicable rate.

2. Stated delivery times are not to be regarded as deadlines, unless otherwise agreed in writing. In the event of late delivery, We must beforehand be given written notice of default, stating a reasonable term of performance. A reasonable term is in any case the term that is regarded as reasonable in the industry.
3. The stated delivery times are based on the working conditions applicable at the time of the conclusion of the agreement and on timely delivery of the materials, parts or products ordered by Us for the execution of the work obtained from third parties.
4. Small deviations from samples or models, as mentioned in sub. 3.3 are permissible and We are entitled to deliver the products with these deviations, provided they are of the agreed quality and quality, to Counterparty, which delivery is to be accepted by Counterparty.
5. The risk of the product is transferred to Counterparty at the time of delivery, even if ownership of the product has not yet been transferred by Us.
6. If Counterparty is a consumer and the product is transported by Us, the risk of the product is transferred to Counterparty upon delivery.
7. Default of Counterparty will put an end to Our default if We are in default.
8. Transport costs are at the expense and risk of Counterparty unless otherwise agreed in writing.
9. If Counterparty is a consumer and there is a purchase agreement, the provisions of sub. 6.9 not applicable and the provisions of sub 5.8 apply.
10. The delivery period only starts if Counterparty has provided Us with all information and material to be provided by him.

## **ARTICLE 7. COMPLAINTS**

1. Counterparty is obliged to inspect the products as soon as they have been received by him, to determine whether the products are in order and to determine, if the products have been manufactured by Us, whether they have been manufactured in accordance with the agreement.
2. Any complaints, both regarding the products delivered by Us, and with regarding to be invoiced amounts, must be sent to Us in writing within ten (10) working days after receipt of the products and if Counterparty has received an invoice within 5 days of receipt of the invoice. submitted, stating precisely the defects to which the complaint relates as well as submitting the complaint slip attached by Us to the product.

3. If it is not reasonably possible to detect the defect within the aforementioned period, Counterparty must submit a written complaint to Us within five (5) working days after it has discovered or could reasonably have discovered the defect.
4. Minor and customary deviations or Minor and customary differences in quality, quantity, size, model or finish cannot constitute grounds for complaints.
5. Complaints regarding a particular product do not affect the obligations of Counterparty with regard to other products and parts of the agreement.
6. If Counterparty provides information on the basis of which We produce, deliver or measure the product, Counterparty guarantees the correctness of the information. We are never obliged to make changes, additions or improvements to the product, nor are We liable for damage if the product contains deviations or defects as a result of incorrect or incomplete information provided by Counterparty.

## **ARTICLE 8. PAYMENT**

1. Unless otherwise agreed in writing, payment by Counterparty must be concluded via bank transfer, within thirty (30) days after the invoice date. This is a strict deadline, upon expiry of which Counterparty is in default.
2. Counterparty is in all cases, even if the costs arising from the agreement concluded with Us are fully or partially paid by a health insurer, liable for full and timely payment of these costs.
3. Discounts are not permitted, unless otherwise agreed in writing.
4. If Counterparty is not a consumer, settlement is not permitted, unless otherwise agreed in writing.
5. Payment must be concluded in Euro's or, if agreed in writing, in foreign currency at the exchange rate of the agreed day. In case no day has been agreed upon, payment must be made in Euro's at the exchange rate on the day of payment.
6. In case of non-payment, within the limits specified in sub. 8.1, over the aforementioned periods, contractual interest is due equal to an interest rate of 1% per month, or statutory interest if this is higher, whereby part of the month is counted as a full month, starting on the first day of the in sub. 8.1 mentioned payment terms.
7. In case of non-payment within the sub. 8.1, We reserve the right to increase the amount owed by Counterparty with collection costs, as set out by the applicable law and court.
8. The payments made by Counterparty always serve to settle all interest and costs owed and subsequently for claims under the agreement that have been due and payable the longest, even if Counterparty states that the payment supervises another claim.

9. Counterparty is not entitled on the basis of alleged defects in the product and for any other reason whatsoever to refuse or suspend the fulfillment of its payment obligation, unless the defect is recognized as such by Us, in which case Counterparty is entitled to withhold payment of up to fifteen percent (15%) of the value of the product(s) concerned, until the defect has been remedied.
10. The provisions of sub. 8.9 do not apply if Counterparty is a consumer.
11. In the event of liquidation, insolvency, bankruptcy or suspension of payments of Counterparty, the obligations of Counterparty will be immediately due and payable.
12. We reserve the right to demand payment in advance concerning all or a part of the purchase price. If Counterparty is a consumer, no advance payment of more than half of the purchase price will be required.

## **ARTICLE 9. SUSPENSION AND RETENTION**

1. We are authorized to suspend Our performance or further performance, if Counterparty does not meet its obligations, before or after Our obligations are to be performed, or if after the conclusion of the agreement information has come to Our knowledge, giving Us good reason to fear that Counterparty will not fulfill its obligations, not including deviating mandatory legal provisions.
2. At all times We have the right to demand from Counterparty to provide security right for the fulfillment of all its obligations under the agreement and Counterparty it obligated to provide these securities at once. This provision applies regardless of whether credit has been stipulated.
3. If Counterparty is a consumer and there is a purchase agreement, the security as determined in sub. 9.2 not exceed half the purchase price.
4. We can exercise the right of retention on all products to which the execution of the agreement relates and which We hold for Counterparty in the context of the agreement, when Counterparty does not pay any and all costs or payment associated with the execution of the agreement or other agreements concluded with Counterparty resulting from arrangements that We have regularly made with Counterparty, do not comply in whole or in part.
5. The provisions of sub 9.4. also applies with regard to the costs that We have had to incur in respect of the care that We must observe with regard to the matter.
6. We reserve the right to claim against the products referred to in sub. 9.4 to recover with priority over all against whom the right of retention can be invoked.

## **ARTICLE 10. RESERVATION OF OWNERSHIP**

1. Products delivered or to be delivered by Us remain Our property, until Counterparty has fulfilled all obligations with regard to products delivered or to be delivered by Us to Counterparty under the agreement, as well as the claims due to failure to comply with such agreement explicitly not allowed to pledge these products.

2. If third parties wish to establish or assert any right to the products delivered under retention of title, Counterparty is obliged to inform Us of this as soon as can reasonably be expected.
3. Counterparty is obliged on Our first request:
  - i. to insure the products delivered subject to retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to make the policy of these insurance policies available for inspection.
  - ii. To pledge all claims of Counterparty against insurers with regard to the products delivered under retention of title to Us in the manner prescribed in Article 3: 239 of the Dutch Civil Code.
  - iii. To pledge to Us the claims that Counterparty obtains against its customers when selling, in the context of its normal business operations, products delivered by Us under retention of title, in the manner prescribed in Article 3: 239 of the Dutch Civil Code.
  - iv. To mark the products delivered under retention of title as Our property.
  - v. To cooperate in other ways with all reasonable measures that We wish to take to protect Our right of ownership with regard to the products and which do not unreasonably hinder Counterparty in the normal course of its business.
4. We are not obliged to indemnify Counterparty for its liability as holder of the product.
5. Counterparty indemnifies Us against claims that third parties have against Us that can be related to the retention of title made.
6. If Counterparty does not fulfill its obligations or there is well-founded fear that it will not do so, We reserve the right to deliver the products to which it is mentioned in sub. 10.1 referred to retention of title rests with Counterparty or third parties who keep the product for Counterparty or have them removed. Counterparty is obliged to cooperate fully in this respect under penalty of a fine of 10% of the amount owed by it per day.

## **ARTICLE 11. WARRANTY**

1. We guarantee for a period of six (6) months after delivery of the product that the production and quality of the delivered product is sound under normal Use.
2. Warranty as stated in sub 11.1. does not apply if the defects are the result of normal wear and tear, incorrect operation or improper handling, abuse, Use contrary to the instructions given by Us, negligence, accident, failure to comply with the maintenance instructions, normal maintenance care or the product has been repaired or modified without Our prior written consent.
3. Our obligations under the guarantee as given and sub. 11.1. do not go further than repairing or replacing a product or part thereof free of charge, this is at Our discretion and within a reasonable term to be determined by Us.

4. Transport costs of the products in connection with the forwarding will only be borne by Us if the transport takes place on Our behalf and at Our request.
5. Contrary to sub 11.3, sanitary facilities or products that are made to measure or that are worn directly on the skin will never be replaced by Us, unless this is a warranty issue.
6. The in sub. 11.5 The aforementioned facilities or products will not be received by Us if they are returned by Counterparty.
7. Counterparty is obliged, at Our request, to give Us the opportunity to have an investigation carried out by an expert to be designated by Us as a result of its reliance on the guarantee, failing which the right to the guarantee will lapse. The judgment of this expert will be binding for both parties. The costs of the aforementioned expertise are for the account of Counterparty if the guarantee invoked by him proves to be unfounded; if the appeal turns out to be unjustified, We will bear the costs of the expertise.
8. The guarantee scheme as stated in this article applies, unless otherwise agreed with Us in writing.
9. Worn or Used items cannot be exchanged.

## **ARTICLE 12. LIABILITY**

1. Without prejudice to the provisions of Article 11, We are not liable for damages, unless it is due to intent or gross negligence on the part of Us or Our managerial subordinates.
2. If We should be liable for damages and these damages are not due to intent or gross negligence on the part of Us or one of Our managerial subordinates, Our liability is always limited to direct damages to goods or persons and it never extends to any business interruption or other consequential loss, including loss of income.
3. In the event that We should be liable for damages, and these damages are not due to intent or gross negligence on the part of Us or one of Our managerial subordinates, Our liability is further limited to that damage and a maximum of those amounts against which We are insured, or should reasonably have been insured in view of the customs applicable in the industry.
4. Insofar as the provisions of sub. 12.3 cannot be a yardstick for a limitation of Our liability (e.g. because We have not taken out insurance and insurance is not customary either), then We will moderate the damages to be compensated if the price to be paid by Counterparty is small in relation to the extent of the damages suffered.
5. The provisions of sub 12.3 and 12.4 only apply insofar as Our liability under the law or agreement (including the provisions in these Terms) is not already limited further than from the mere application of sub 12.3 or sub. 12.4 would follow.

6. If Counterparty is a consumer, Our liability is subject to the statutory provisions and the liability as well as the scope and level of the liability are limited thereto.

### **ARTICLE 13. FORCE MAJEURE**

1. If force majeure delays or prevents the execution of the agreement, both We and Counterparty are entitled to dissolve the agreement in writing, without this giving Counterparty any claim to compensation, except insofar as We would gain an advantage as a result of this dissolution, that We would not have had if the agreement was properly fulfilled.
2. Force majeure on Our part includes but is not limited to; any circumstance beyond Our control, which prevents the normal performance of the agreement. Such circumstances caused by force majeure include in any case: failure for any reason whatsoever with delivery from Our own suppliers, strikes, lockouts, disruption of energy supplies, traffic disruptions, machine breakdown, government measures, as well as the consequences thereof, loss or damage during transport etc.

### **ARTICLE 14. DISSOLUTION**

1. If Counterparty does not, not timely or not properly despite a summons stating a reasonable term, comply with any (payment) obligation arising from any agreement concluded with Us, as well as in the event of suspension of payment, application for suspension of payment, bankruptcy, administration or liquidation of the company of Counterparty, We shall be entitled to dissolve the agreement or part thereof without notice of default and without judicial intervention.
2. If the provisions of sub. 14.1 occurs and Counterparty enjoys an advantage that he would not have had had it properly performed, We are entitled to compensation for Our damage in the amount of this advantage.

### **ARTICLE 15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

1. Unless otherwise agreed in writing, We retain all intellectual property rights, including but not limited to copyright, patent law, trademark law, drawings, writings, carriers with data or other information, quotations, images, sketches, models, and models.
2. The in sub. 15.1 mentioned intellectual property rights may not be copied, modified, published or Used in any other way without Our written permission.
3. Counterparty will observe secrecy with regard to confidential information about Us made available to it. Confidential information is in any case understood to mean that to which sub. 15.1 relates, as well as Our non-public company data. Counterparty is held to impose a written obligation of confidentiality on its personnel and third parties involved in the implementation of this agreement with the purport of this provision.

## **ARTICLE 16. DISPUTE RESOLUTION**

1. Unless otherwise agreed, all agreements to which these Terms apply in whole or in part are governed by Dutch law.
2. Unless otherwise agreed, the provisions of the Vienna Sales Convention are not applicable, nor are any future international regulations, regarding the purchase of movable property, the effect of which can be excluded by the parties.
3. Unless otherwise agreed, all disputes that may arise as a result of the agreement to which the present Terms apply in whole or in part, or as a result of further agreements, will be settled by the district court of the Northern-Netherlands, location Leeuwarden (rechtbank Noord-Nederland, zittingsplaats Leeuwarden)
4. Unless otherwise agreed, if Counterparty is a consumer, he can appeal to Us in writing on the provisions of subsection. 16.3 to notify Us in writing to opt for settlement of the dispute by the judge competent according to the law. In that case, the provisions in sub. 16.3 no longer apply and We will engage the competent court in accordance with the law.

## **ARTICLE 17 – MODIFICATIONS TO THE AGREEMENT**

1. We may, without requiring previous consent of Counterparty, modify these Terms at any time by posting a revised version on Our website or by otherwise notifying Counterparty provided, however, that we will provide at least ninety (90) days' advance notice for adverse changes to.
2. Subject to the ninety (90) day advance notice requirement with respect to adverse changes, the modified terms will become effective upon posting or, if We notify Counterparty.
3. By continuing the agreement or other services, by the effective date of any modifications to this Agreement, Counterparty agrees to be bound by the modified terms. It is Counterparty's responsibility to check the Rebecare regularly for modifications to these Terms.

General Terms and Conditions, 19 november 2020, Chamber of Commerce no. 74705997