

# General Terms and Conditions of Purchase of Corporis Medical

## 1. Validity of the Terms and Conditions

Contracts between Corporis Medical, or Health Value Creation B.V. (hereinafter referred to as "Corporis") and merchants, legal persons under public law or special funds under public law for the delivery of goods to Corporis concluded exclusively based on the following terms and conditions. Counter-confirmations of the customer with reference to deviating conditions are hereby rejected; Corporis does not acknowledge such conflicting or deviating terms and conditions of the customer, unless Corporis has expressly agreed to their validity in writing. These conditions also apply if Corporis accepts the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. These General Conditions of Purchase also apply to all future transactions with the customer, even without reference being made to them. Ancillary agreements and deviating agreements require the written confirmation of Corporis to be legally valid.

## 2. Order and Acceptance:

**2.1.** An order is only deemed to have been placed when it has been both prepared in writing and signed by Corporis. Orders placed orally or by telephone are only binding for Corporis if Corporis has confirmed them by subsequently submitting a written order. Corporis is not liable for obvious errors, typographical errors and miscalculations in the documents, drawings and plans submitted by Corporis. The supplier shall inform Corporis about such errors, so that the order can be corrected and renewed. This also applies to missing documents or drawings.

**2.2.** By accepting the order, the supplier shall allow Corporis to verify proof of origin certificates and supplier declarations by the Customs Administration and shall provide Corporis with the necessary information and any official confirmations (information sheets) that may be required. Upon delivery of goods originating in the EU, verification is carried out by the sending of a proof of origin certificate in accordance with Regulation (EU) 952/2013.

**2.3.** Purchase orders must be confirmed by signature by Corporis on the copy of the order within two weeks of order, after which Corporis will no longer be bound by the order.

**2.4.** Deviations in quantity and/or quality, when compared to the text and content of the order from Corporis, and subsequent changes to the contract shall not be deemed agreed upon until Corporis has expressly confirmed them in writing.

**2.5.** Drawings, tools, samples, models, trademarks, and the like, as well as finished products and semi-finished products, supplied by Corporis or manufactured on behalf of Corporis, remain the property of Corporis and may be delivered to third parties only with the express written consent of Corporis. Unless otherwise agreed upon in individual cases, these must be returned to Corporis immediately upon completion of the order without any special request. Products manufactured or labeled with such manufacturing equipment, brands and designs may only be delivered to third parties with the express written consent of Corporis.

**2.6.** Any supplied material remains the property of Corporis. Such material is to be stored separately and may only be used for orders from Corporis. [] The items manufactured with the materials provided by Corporis are the property of Corporis in their respective manufactured condition. The supplier shall store these items for Corporis; The purchase price includes costs for the safekeeping of the objects and materials held for us.

## 3. Prices and Payment

**3.1.** Unless otherwise stated, the agreed prices are fixed prices, insofar as the supplier does not generally reduce the prices concerned. The prices include packaging, freight and all ancillary costs, carriage paid to the delivery address stated in the order excluding VAT.

**3.2.** Invoices must be properly formulated and specified and apart from the legal and obligatory information must in any event include the following elements: Order number; Batch number, VAT and Chamber of Commerce number of Supplier; invoice date; Intrastat code; SWIFT code/BIC; clear

description of the Products delivered and state the delivery date; the price excluding and including VAT; the amount of VAT payable.

3.3. Unless Corporis Medical instructs otherwise in writing, the Supplier must send invoices in PDF format electronically and in a single copy to [invoice@corporis-medical.com](mailto:invoice@corporis-medical.com). If electronic mail is not possible, the Supplier must send the invoice in a single copy to:

Corporis Medical  
t.a.v. Crediteurenadministratie  
Oxfordlaan 55  
6229EV Maastricht  
The Netherlands

3.4. Invoices are to be issued separately for each order. Payment is made only after complete receipt of the faultless goods or complete faultless performance and after receipt of a correct and complete invoice. This applies correspondingly in the event of part-deliveries.

3.5. Payment will take place on a fixed date at the end of every month with a payment term of 30 days or longer from date of invoice.

3.7. Claims by the supplier vis-a-vis Corporis may only be assigned to third parties with the consent of Corporis. Payments are made only to the supplier.

#### 4. Delivery and Delivery Times

4.1. Delivery is to be made at the supplier 's expense, free of charge, carriage paid, and including packaging, to the point of receipt specified by Corporis. If, exceptionally, Corporis has to bear the freight, the supplier shall choose the mode of transport prescribed by Corporis, without specification by Corporis of the most favorable method of transport and delivery for Corporis.

4.2. Partial, over or premature deliveries are only permitted with the consent of Corporis. Any resulting additional costs shall be borne by the supplier. If delivery of partial quantities or on call has been agreed upon, Corporis may assert Corporis 's rights in respect to the entire contract if the delivery period is exceeded, even if the conditions for the partial quantity are met, but if the delay in the partial quantities has rendered the interest in performance of the entire contract null and void.

4.3. The risk of damage or loss of the contractual product during transport or a delay in transport only passes to Corporis upon acceptance by Corporis 's receiving station.

4.4. Packaging is included in the price. If exceptionally agreed otherwise, the packaging must be calculated at cost. The supplier shall use the packaging specified by Corporis and ensure that the packaging protects the goods against damage. If goods are returned, the full calculated price for the goods must be credited.

4.5. The agreed delivery times and dates are binding. They begin from the date of the order. Within the delivery period or the delivery date, the goods must be received at the point of receipt specified by Corporis. If delays are to be expected, the supplier shall immediately notify Corporis and seek and await the decision to continue with the order.

4.6. If the supplier is in default, Corporis has the right to demand a contractual penalty of 0.5% of the net order value per commenced week of delay in delivery, but no more than 5% of the net order value. The contractual penalty paid will be offset against a claim for damages. The claiming of further damages due to delay by Corporis is not excluded by the contractual penalty.

4.7. Corporis is not obliged to accept any goods before the delivery date.

4.8. War, civil war, export restrictions or trade restrictions due to changes in political conditions, strikes, lockouts, breakdowns, operational restrictions and similar events that make it impossible or unreasonable for Corporis to fulfill the contract are considered force majeure and release Corporis from Corporis 's obligation to accept delivery in due time for the duration of said event. The

contracting parties shall inform themselves about this and adapt their obligations to the changed circumstances in good faith.

## 5. Documentation

**5.1.** Invoices, delivery notes and packing slips must be attached in duplicate to each shipment. These documents must contain:

- Order number from Corporis
  - Quantity and unit of measure
  - Article description and article number from Corporis
- Remaining quantity to be delivered for partial deliveries.

**5.2.** Corporis must be separately sent a shipping notice on the day of dispatch.

## 6. Warranty

**6.1.** The supplier shall only ship goods that have been thoroughly inspected and approved of and therefore waives having a detailed incoming goods inspection performed at our location, except for a check for discernible deviations from the delivery note and externally visible damage caused during shipment. Corporis shall inspect the incoming goods randomly by unaid eye for other defects or damages as far as and as soon as this is possible in the ordinary course of business and shall report any defects discovered within a period of 4 weeks after discovery. With these stipulations, the supplier waives the defense of failure to inspect or late inspection or late notification of defects according to the law of the Netherlands.

**6.2.** The supplier shall guarantee that the supplier's deliveries and services comply with the recognized rules of technology, the contractually agreed-upon properties/characteristics/features/qualities, and regulations concerning safety, occupational safety, and accident prevention, as well as all other applicable regulations.

**6.3.** The supplier is liable for the fact that no patents or other industrial property rights of third parties are infringed by the supplier's delivery and or Corporis 's contractual use of the goods. The supplier shall indemnify Corporis and Corporis 's customers from all claims of third parties arising from such industrial property rights at first request. This does not apply if the supplier has produced the delivered goods according to drawings, models or other similar descriptions or orders given by Corporis and does not know or cannot know, in connection with the goods or services provided by the supplier, that such rights will be infringed.

**6.5.** Warranty claims are subject to a limitation period of 5 years beginning with the transfer of risk.

## 7. Producer Liability

If a claim is filed by a third party against Corporis for product liability, the supplier shall indemnify Corporis from such claims upon first request, provided that and insofar as the damage is caused by a defect in the contractual item delivered by the supplier. However, in cases of strict liability on the part of Corporis, this shall only apply if the supplier is at fault. If the cause of the damage lies within the area of responsibility of the supplier, the supplier shall bear the burden of proof to the extent that the supplier is not at fault. In such cases, the supplier shall assume all costs and expenses including the costs of any legal action or recall action and shall indemnify Corporis upon first request against any costs and expenses incurred by Corporis as well as any claims asserted against Corporis by third parties.

## 8. Environmental Regulations

For materials used by the supplier which, due to laws, regulations or other provisions, or due to their composition or their effect on the environment, require special treatment with regard to packaging, transport, storage, handling and/ or waste disposal, the supplier shall enclose with the order confirmation a fully completed safety data sheet, the data sheet required for any further distribution abroad, as well as an applicable accident procedures sheet. In the event of changes in the materials used by the supplier or in the legal situation, the supplier shall send updated data and information sheets to Corporis.

**9. Applicable Law, Place of Jurisdiction, Partial Invalidity**

**9.1.** These General Conditions of Purchase and all legal relations between Corporis and the supplier are governed exclusively by the laws of the Netherlands except for international private law and to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

**9.2.** The place of performance for all obligations arising from the contractual relationship is Maastricht, NL. The place of jurisdiction for all disputes arising from and in connection with contracts between Corporis and the supplier, insofar as the supplier is a merchant or a legal entity equivalent in the Dutch Law Code of Civil Procedure, is Maastricht; however, Corporis shall also be entitled to file a suit against the supplier at the location of the supplier 's registered office.

**9.3.** Should a provision in these General Conditions of Purchase or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.